Rankin County Board of Supervisors

Regular Board Meeting

~ Minutes ~

211 East Government Street
Brandon, MS 39042
www.rankincounty.org

Larry Swales
Chancery Clerk

Monday, January, 4, 2021 | **9:00 AM** | **Rankin Board Room**

I. Call to Order

9:00 AM Meeting called to order on January 4, 2021 at Rankin Board Room, 211 East Government Street, Suite A, Brandon, MS.

Attendee Name	Title	Status	Arrived
Daniel Cross	Vice President	Late	9:44 AM
Steve Gaines	Supervisor District 4	Present	
Brad Calhoun	Supervisor District 3	Present	
Jared Morrison	President	Present	
Jay Bishop	Supervisor District 5	Present	
Craig Slay	Board Attorney	Present	
Keith Hicks	County Administrator	Present	
Larry Swales	Chancery Clerk	Present	

II. INVOCATION

Board Attorney Craig Slay

III. PUBLIC COMMENTS AND RECOGNITION

None

IV. OLD BUSINESS

Minutes Approval
A. December 15, 2021

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Steve Gaines, Supervisor District 4
SECONDER:	Jay Bishop, Supervisor District 5
AYES:	Steve Gaines, Brad Calhoun, Jared Morrison, Jay Bishop
ABSENT:	Daniel Cross

V. Adoption of general policies in accordance with §19-4-1 thru 19-4-9, Mississippi Code Annotated, 1972

A. Motion to Adoption of general policies to be followed in the administration of the county and the duties of the county administrator in accordance with §19-4-1 thru 19-4-9, Mississippi Code Annotated, 1972

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Brad Calhoun, Supervisor District 3
SECONDER:	Steve Gaines, Supervisor District 4
AYES:	Steve Gaines, Brad Calhoun, Jared Morrison, Jay Bishop
ABSENT:	Daniel Cross

VI. CONSENT AGENDA

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Steve Gaines, Supervisor District 4
SECONDER:	Jay Bishop, Supervisor District 5
AYES:	Steve Gaines, Brad Calhoun, Jared Morrison, Jay Bishop
ABSENT:	Daniel Cross

1. APPROVAL OF THE FOLLOWING:

Contracts,Leases and Grants

A. Approval to renew the Public Sector Reagent Rental Cost Per Test Agreement for Rankin County Juvenile Justice Center for the drug test analyzer and authority for Board President to sign documents

B. Request approval of Assignment of Residential Leasehold Interest Contract of the Sixteenth Section Lands between Rankin County Board of Education and Mike Boykin and Becky Boykin (Assignors) does hereby sell, convey and warrant unto Aaron Z. Harper (Assignee)

C. Request approval of Assignment of Residential Leasehold Interest Contract of the Sixteenth Section Lands between Rankin County Board of Education and Ricky Jolly and wife Stephanie Jolly (Assignors) does hereby sell, convey and warrant unto William T. Traxler and Crystal D. Aikens (Assignee)

D. Request approval of Assignment of Commercial Leasehold Interest Contract of the Sixteenth Section Lands between Rankin County Board of Education and Louis Stevens (Assignors) does hereby sell, convey and warrant unto Hwy 18 Service Center, LLC (Assignee)

E. Request approval of Assignment of Other Leasehold Interest Contract of the Sixteenth Section Lands between Rankin County Board of Education and Mike Boykin and Becky Boykin (Assignors) does hereby sell, convey and warrant unto Aaron Z. Harper (Assignee)

F. Request approval of Assignment of Farm Residential Leasehold Interest of the Sixteenth Section Lands between Rankin County Board of Education and John Little and Melanie Little (Assignors) does hereby sell, convey and warrant unto Melanie Little (Assignee)

G. Approval to apply for the FY21 Emergency Management Performance Grant (EMPG) and authority for President to sign document

Other

H. Approval of Animal Variance (Bulldog/Heeler Mix) for Lillie & Rodney Hays at 705 County Line Road, Mendenhall, MS 39114 (District 3)

2. AUTHORITY TO ISSUE CHECKS:

Dues and Training Conferences

A. Authority to pay 2021 Membership Dues for Renee Lawrence to the International Code Council (ICC) in the amount of $265.00 and authority to issue check

B. Request authority to pay registration fees in the amount of $95.00 per official for the Board of Supervisors, County Administrator, Road Manager, County Engineer, Comptroller and Board Attorney to attend

the Mississippi Association of Supervisors Southwest, Central & South Delta PDD Regional Legislative & Education Meeting on March 23, 2021, at the Hilton Hotel in Jackson, MS and pay any travel related expenses

3. Authority to approve the following Inventory Changes:

A. Authority to remove items from the county inventory and add items to the county inventory (See attached list)

B. Authority to remove equipment (Asset No. 11334 - Leeboy RA400 Patcher with Peterbilt Truck; 3BPPHM7X5HF591439) from the County Road Department Inventory, declare equipment surplus property and sell to the Simpson County as an Intergovernmental sale in the amount of $100,000. Pursuant to Mississippi Code Annotated §31-7-13

4. AUTHORITY TO APPROVE THE FOLLOWING PERSONNEL RECOMMENDATIONS:

Sheriff's Department: Domingo Avila, Jr. (Juvenile Detention Center Maintenance, replacing Clay Martin, Transfer from Road Department) at Step 265; Trey E. Dukes, Jr. (New-hire, Deputy Sheriff/School Officer, replacing Cain Underwood transferred to Patrol Division) at Step 369; Joshua E. Ellis (Transfer from School Officer to Patrol Division replacing Adam Whittington, at no change in pay) at Step 319; Cain C. Underwood (Transfer from School Officer to Patrol Division, replacing Charlie Goodwin, no change in pay) at Step 299; Adam Whittington (Transfer from Patrol Division to Investigations replacing Tyson Burleson, promotion and increase in pay) at Step 345; Road Department: Billy Holmes (New-hire, Laborer) at Step 280; Will Houeston (New-hire, Driver) at Step 295; Melissa Moncure (New-hire, Administrative Assistant) at Step 295; Todd Westmoreland (New-hire, Laborer) at Step 280; Circuit Clerk's Office: Donna Cloud (Deputy Clerk, increase in pay) at Step 345; Jennifer Hammons (Deputy Clerk, increase in pay) at Step 370; Leslie Lewis (Deputy Clerk) at Step 305; District Attorney's Office: Proposed Salary Supplements in the amount of $6,000.00/yearly effective January 1, 2021, as allowable by statue for Assistant District Attorney: Ryan Berry

5. RECORD VARIOUS DOCUMENTS TO BE MADE A PERMANENT PART OF THE MINUTES

A. Record various documents to become a permanent part of the minutes

VII. CAROLINE GILBERT, TAX COLLECTOR

A. Request to void 2020 Tax Sale and refund any tax sale purchaser(s) for Parcel Number K10-72-40 (42155); The aforementioned property should not have gone through the land sale process this was due to a clerk posting error

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Jay Bishop, Supervisor District 5
SECONDER:	Brad Calhoun, Supervisor District 3
AYES:	Steve Gaines, Brad Calhoun, Jared Morrison, Jay Bishop
ABSENT:	Daniel Cross

B. Request to void 2020 Tax Sale and refund any tax sale purchaser(s) for Parcel Number I13 51 (PPIN 35139); The aforementioned property should not have gone through the land sale process this was due to a clerk posting error

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Jay Bishop, Supervisor District 5
SECONDER:	Brad Calhoun, Supervisor District 3
AYES:	Steve Gaines, Brad Calhoun, Jared Morrison, Jay Bishop
ABSENT:	Daniel Cross

VIII. JOHN SULLIVAN, TAX ASSESSOR

A. Petitions for change of assessment on 2020 Real Property Assessments

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Steve Gaines, Supervisor District 4
SECONDER:	Brad Calhoun, Supervisor District 3
AYES:	Steve Gaines, Brad Calhoun, Jared Morrison, Jay Bishop
ABSENT:	Daniel Cross

B. Request to Void 2020 Tax Sale and refund any tax sale purchaser(s) for Parcel Number(s): D9A 11 (PPIN 5504). The aforementioned parcel has been erroneously assessed in the incorrect name for the 2019 Tax Year; Because of the erroneous assessment, I respectfully request a new 2019 tax statement be issued to Sohail Enterprises LLC

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Steve Gaines, Supervisor District 4
SECONDER:	Brad Calhoun, Supervisor District 3
AYES:	Steve Gaines, Brad Calhoun, Jared Morrison, Jay Bishop
ABSENT:	Daniel Cross

IX. MIKE HARRISON, ROAD MANAGER

A. Road Work Accomplished for December 2020 and Road Work Scheduled for January 2021

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Jay Bishop, Supervisor District 5
SECONDER:	Brad Calhoun, Supervisor District 3
AYES:	Steve Gaines, Brad Calhoun, Jared Morrison, Jay Bishop
ABSENT:	Daniel Cross

B. Request for approval of Atmos Energy Utility Permit to replace a 1 inch Steel Main with a 2" HDPE Natural Gas Line along/across Turtle Creek Dr. to be installed along Turtle Creek Dr. (District 2)

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Steve Gaines, Supervisor District 4
SECONDER:	Jay Bishop, Supervisor District 5
AYES:	Steve Gaines, Brad Calhoun, Jared Morrison, Jay Bishop
ABSENT:	Daniel Cross

C. Request for approval of CenterPoint Energy Utility Permit to construct a Natural Gas Line along/across Trickhambridge Road to be installed between Quail Field Run and Red Fox Run Road (District 4)

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Steve Gaines, Supervisor District 4
SECONDER:	Jay Bishop, Supervisor District 5
AYES:	Steve Gaines, Brad Calhoun, Jared Morrison, Jay Bishop
ABSENT:	Daniel Cross

X. CRAIG SLAY, BOARD ATTORNEY

PUBLIC HEARINGS:

A. Public Hearing for Hale Fireworks & Jonathan Pond Conditional Use Permit, 106 Builders Square (District 4)
1. Action on Hale Fireworks & Jonathan Pond

Board Attorney, Craig Slay, opened the public hearing. Hearing no comment, Mr. Slay closed the public hearing.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Steve Gaines, Supervisor District 4
SECONDER:	Jay Bishop, Supervisor District 5
AYES:	Steve Gaines, Brad Calhoun, Jared Morrison, Jay Bishop
ABSENT:	Daniel Cross

OTHER

B. Discussion and potential action on request of Langford Water Association for relocation expenses related to Andrew Chapel Road Project and authority to issue check for half of the relocation cost in the amount $17,158.00

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Steve Gaines, Supervisor District 4
SECONDER:	Brad Calhoun, Supervisor District 3
AYES:	Steve Gaines, Brad Calhoun, Jared Morrison, Jay Bishop
ABSENT:	Daniel Cross

C. Approval of Interlocal Agreement between Rankin County Board of Supervisors and Rankin County School District for use of excess fee income

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Steve Gaines, Supervisor District 4
SECONDER:	Brad Calhoun, Supervisor District 3
AYES:	Steve Gaines, Brad Calhoun, Jared Morrison, Jay Bishop
ABSENT:	Daniel Cross

D. Approval of Interlocal Agreement between Rankin County Board of Supervisors and Pearl Separate School District for use of excess fee income

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Jay Bishop, Supervisor District 5
SECONDER:	Steve Gaines, Supervisor District 4
AYES:	Steve Gaines, Brad Calhoun, Jared Morrison, Jay Bishop
ABSENT:	Daniel Cross

E. Receipt of request for tax exemption pursuant to Miss. Code Ann. Section 27-31-1(f) from Mississippi Methodist Hospital and Rehabilitation Center, Inc., for real property tax parcels E10H-10, E10H-15, E10H-15-10, E10H-16-10, E10H-16-20, E10H-15-20, E10H-16-270, E10L-3-140, E10L-3-230, F10E-14-280, F10E-14-300, F10E-

14-310, F10E-14-240, F10E-14-290 and F10I-2-240, and receipt of request for tax exemption pursuant to Miss. Code Ann. Section 27-31-1(f) from Mississippi Methodist Hospital and Rehabilitation Center, Inc., for Personal Property PPIN 14341. Approval of both tax exemption requests

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Jay Bishop, Supervisor District 5
SECONDER:	Steve Gaines, Supervisor District 4
AYES:	Steve Gaines, Brad Calhoun, Jared Morrison, Jay Bishop
ABSENT:	Daniel Cross

F. Receipt of request for tax exemption pursuant to Miss. Code Ann. Section 61-3-21 from United Airlines, Inc., for Personal Property PPIN 12958. Approval of Personal Property Tax Exemption request

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Jay Bishop, Supervisor District 5
SECONDER:	Steve Gaines, Supervisor District 4
AYES:	Steve Gaines, Brad Calhoun, Jared Morrison, Jay Bishop
ABSENT:	Daniel Cross

G. Receipt of request for tax exemption pursuant to Miss. Code Ann. Section 61-3-21 from United Ground Express, Inc., for Personal Property PPIN 13794. Approval of Personal Property Tax Exemption request

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Jay Bishop, Supervisor District 5
SECONDER:	Steve Gaines, Supervisor District 4
AYES:	Steve Gaines, Brad Calhoun, Jared Morrison, Jay Bishop
ABSENT:	Daniel Cross

H. Receipt of request for tax exemption pursuant to Miss. Code Ann. Section 61-3-21 from Frontier Airlines, Inc., for Personal Property PPIN 14275. Approval of Personal Property Tax Exemption request

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Jay Bishop, Supervisor District 5
SECONDER:	Steve Gaines, Supervisor District 4
AYES:	Steve Gaines, Brad Calhoun, Jared Morrison, Jay Bishop
ABSENT:	Daniel Cross

I. Approval of second revised grant agreement and all related revised contractual obligations and/or agreements associated with Zero to Three Grant and involving interactions and understandings between Rankin County Youth Court and UMMC and grant administrator

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Jay Bishop, Supervisor District 5
SECONDER:	Brad Calhoun, Supervisor District 3
AYES:	Steve Gaines, Brad Calhoun, Jared Morrison, Jay Bishop
ABSENT:	Daniel Cross

J. Discussion of and acknowledgment that State Legislature has passed legislation authorizing operation of package retail liquor stores in areas declared by the Mississippi Legislature to be "resort status" pursuant to Miss. Code Ann. Section 67-1-5. This action by the Mississippi Legislature was done unilaterally with no participation by the Rankin County Board of Supervisors and constitutes a mandate to all counties, including Rankin County. The Rankin County Board of Supervisors has no authority to refuse application of said

mandate, nor to ignore the mandate, and is without authority to deviate from the requirements set forth in the legislation. In order to carry out the intention of the Mississippi Legislature to force this mandate on Rankin County, the Rankin County Board of Supervisors is required to acknowledge the legislature's authority to mandate the placement of package retail liquor stores in resort status areas of Rankin County and to adopt appropriate regulations for the operation thereof. Authorization of placement of package retail liquor stores in resort status areas of Rankin County, subject to guidelines established by Mississippi Department of Revenue's Alcoholic Beverage Control Division, and subject further to appropriate conditional uses established by the Board of Supervisors on a case by case basis

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Jay Bishop, Supervisor District 5
SECONDER:	Brad Calhoun, Supervisor District 3
AYES:	Steve Gaines, Brad Calhoun, Jared Morrison, Jay Bishop
ABSENT:	Daniel Cross

K. Motion to add "Acknowledgment of the receipt of petition regarding expansion for the Cleary Fire Protection District and authority to send petition to the Circuit Clerk's office to certify the signatures" to the agenda

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Jay Bishop, Supervisor District 5
SECONDER:	Brad Calhoun, Supervisor District 3
AYES:	Steve Gaines, Brad Calhoun, Jared Morrison, Jay Bishop
ABSENT:	Daniel Cross

L. Acknowledgment of the receipt of petition regarding expansion for the Cleary Fire Protection District and authority to send petition to the Circuit Clerk's office to certify the signatures

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Steve Gaines, Supervisor District 4
SECONDER:	Jay Bishop, Supervisor District 5
AYES:	Steve Gaines, Brad Calhoun, Jared Morrison, Jay Bishop
ABSENT:	Daniel Cross

XI. KEITH HICKS, COUNTY ADMINISTRATOR

A. Rankin County Circuit Court Room Jury Box Renovation - Authority to pay JH&H Architects, Planners, Interiors, PA, Invoice 20-0254 for Architectural Services in the amount of $5,725.00 and authority to issue check

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Jay Bishop, Supervisor District 5
SECONDER:	Steve Gaines, Supervisor District 4
AYES:	Steve Gaines, Brad Calhoun, Jared Morrison, Jay Bishop
ABSENT:	Daniel Cross

B. Acknowledgement of receipt of Bids received for County Bank Depository for a term of two years (2021 - 2022) - Trustmark & Bankplus

RESULT:	**TAKE UNDER ADVISEMENT [UNANIMOUS]**
MOVER:	Steve Gaines, Supervisor District 4
SECONDER:	Brad Calhoun, Supervisor District 3
AYES:	Steve Gaines, Brad Calhoun, Jared Morrison, Jay Bishop
ABSENT:	Daniel Cross

C. Motion to add "Acceptance of Supreme Court Administrative Order on December 22, 2020, appointing Family Master, David L. Morrow, Jr., for service beginning January 1, 2021, through June 30, 2021 and compensate said Family Master a salary of $2,500.00 per month as per order entered by Rankin County Chancery Court on January 4, 2021" to the agenda

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Jay Bishop, Supervisor District 5
SECONDER:	Brad Calhoun, Supervisor District 3
AYES:	Steve Gaines, Brad Calhoun, Jared Morrison, Jay Bishop
ABSENT:	Daniel Cross

D. Acceptance of Supreme Court Administrative Order on December 22, 2020, appointing Family Master, David L. Morrow, Jr., for service beginning January 1, 2021, through June 30, 2021 and compensate said Family Master a salary of $2,500.00 per month as per order entered by Rankin County Chancery Court on January 4, 2021

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Brad Calhoun, Supervisor District 3
SECONDER:	Jay Bishop, Supervisor District 5
AYES:	Steve Gaines, Brad Calhoun, Jared Morrison, Jay Bishop
ABSENT:	Daniel Cross

XII. ADDITIONAL BUSINESS TO BE DISCUSSED

A. Discussion regarding septic system for Cleary Fire Station

XIII. EXECUTIVE SESSION

A. Motion to discuss the need to go into Executive Session

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Brad Calhoun, Supervisor District 3
SECONDER:	Steve Gaines, Supervisor District 4
AYES:	Steve Gaines, Brad Calhoun, Jared Morrison, Jay Bishop
ABSENT:	Daniel Cross

B. Motion to go into Executive Session to discuss personnel and potential litigation

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Brad Calhoun, Supervisor District 3
SECONDER:	Steve Gaines, Supervisor District 4
AYES:	Steve Gaines, Brad Calhoun, Jared Morrison, Jay Bishop
ABSENT:	Daniel Cross

Supervisor Cross entered the board meeting at 9:44 a.m.

C. Motion to come out of Executive Session

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Jay Bishop, Supervisor District 5
SECONDER:	Brad Calhoun, Supervisor District 3
AYES:	Cross, Gaines, Calhoun, Morrison, Bishop

D. Outcome of Executive Session
No action taken

XIV. Motion to Recess Until January 15, 2021, at 9:00 a.m.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Jay Bishop, Supervisor District 5
SECONDER:	Brad Calhoun, Supervisor District 3
AYES:	Cross, Gaines, Calhoun, Morrison, Bishop

This the 4th Day of January, 2021

CHANCERY CLERK
RANKIN COUNTY, MS

JARED MORRISON, PRESIDENT
RANKIN COUNTY BOARD OF SUPERVISORS

LARRY SWALES, CLERK OF THE BOARD

16-5-5
W2 NE

Book:2021 Page:239-245
DEED
RCD: 01/05/2021 @08:28:28 AM
Rankin County, MS
Larry Swales Chancery Clerk

Prepared by:
Cliff Hornbeak
16th Section Land Manager
223 Tamberlin Street
Brandon, MS 39042
(601)824-7473

Return to:
Cliff Hornbeak
16th Section Land Manager
223 Tamberlin Street
Brandon, MS 39042
(601)824-7473

ASSIGNMENT OF RESIDENTIAL LEASEHOLD INTEREST

FOR AND IN CONSIDERATION of the sum of Ten & No/100 ($10.00) Dollars cash in hand paid and other good and valuable considerations the receipt and sufficiency of all of which is hereby acknowledged, I,

Mike Boykin and Becky Boykin
171 Wadsworth Road
Pelahatchie, MS 39145
(601)900-5857

"Assignors",

do hereby sell, convey and warrant unto

Aaron Z. Harper
171 Wadsworth Road
Pelahatchie, MS 39145
(601) 900-5404

hereinafter referred to as **"Assignee"**

the unexpired leasehold interest in and to that certain Sixteenth Section Trust property situated in Rankin County, Mississippi, and more particularly described as follows:

See EXHIBIT "A"

Attached hereto and made a part hereof

Indexing instructions: 2.0 ± acres situated in the W½ of the NE¼ of Section 16 Township 5 North Range 5 East, being Tax Parcel Number P8-46.

The leasehold interest of **Assignor** in the above described property exists by virtue of, and is subject to the certain **Residential Lease Contract** of **Sixteenth Section Lands** recorded in **Deed Book 2016 at Page 18613** of the records of the Chancery Clerk of Rankin County, Mississippi.

Attachment: Sixteenth Section Residential Leasehold Interest from Mike & Becky Boykin to Aaron Harper (15602 : Request Approval of

By virtue of its approval of this **Assignment of Residential Leasehold Interest**, the **Rankin County Board of Education** does hereby and forever release **Assigno** herein from any further duties or obligations, financial or otherwise, previously imposed upon **Assignor** under the terms and provisions of the **Residential Leas Contract**, which is the subject of this **Assignment**.

By acceptance of this **Assignment of Residential Leasehold Interest**, Assignee does hereby agree to abide by all of the terms and condition set forth in the Residential Lease Contract recorded in **Deed Book 2016 at Page 18613** of the records of the Chancery Clerk of Rankin County, Mississippi.

**** Rankin County School District does not warrant title and is hereby held harmless from any and all title disputes that may arise from the preparation or approval of this assignment.**

APPROVED BY THE RANKIN COUNTY BOARD OF EDUCATION on this the _____ day of_____, 2020.

Sue Townsend, Ph.D., Superintendent of Education

David G. Farmer, President, Rankin County Board of Education

STATE OF MISSISSIPPI
COUNTY OF RANKIN

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named ***Sue Townsend, Ph.D., Superintenden of Education,*** personally known to me that she is the **Superintendent of Education for the Rankin County School District,** and ***David G. Farmer, Presidem Rankin County Board of Education***, personally known to me to be **President of the Rankin County Board of Education**, who acknowledged unto me that they di sign, execute and delivered the above and foregoing **Assignment of Residential Leasehold Interest** on the day and year therein mentioned, in the capacity therein se forth, for and on behalf of the Rankin County Board of Education, after having been first duly authorized so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE on this the 9 day of December, 2020.

NOTARY PUBLIC

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 1067 TAMMIE RICHARDSON Commission Expires Feb. 5, 2023 RANKIN COUNTY

My Commission Expires

Attachment: Sixteenth Section Residential Leasehold Interest from Mike & Becky Boykin to Aaron Harper (15602 : Request Approval of

WITNESS MY SIGNATURE as ASSIGNOR this the 12th day of February, 2020.

MIKE BOYKIN, ASSIGNOR

Mike Boykin

STATE OF: MISSISSIPPI
COUNTY OF: RANKIN

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named MIKE BOYKIN, personally known to me that he did sign, execute and delivered the above and foregoing **Assignment of Residential Leasehold Interest** on the day and year therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE on this the 12th day of February, 2020.

NOTARY PUBLIC

My Commission Expires

WITNESS MY SIGNATURE as ASSIGNOR this the 20th day of February, 2020.

BECKY BOYKIN, ASSIGNOR

Becky Boykin

STATE OF: MISSISSIPPI
COUNTY OF: RANKIN

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named BECKY BOYKIN, personally known to me that she did sign, execute and delivered the above and foregoing **Assignment of Residential Leasehold Interest** on the day and year therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE on this the 20th day of February, 2020.

NOTARY PUBLIC

My Commission Expires

Attachment: Sixteenth Section Residential Leasehold Interest from Mike & Becky Boykin to Aaron Harper (15602 : Request Approval of

WITNESS MY SIGNATURE as ASSIGNEE this the 6th day of November, 2020.

AARON Z. HARPER, ASSIGNEE

STATE OF MISSISSIPPI
COUNTY OF RANKIN

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named AARON Z HARPER, personally known to me that he did sign, execute and delivered the above and foregoing **Assignment of Residential Leasehold Interest** on the day and year therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE on this the 6th day of November, 2020.

Marilyn Johnson
NOTARY PUBLIC

My Commission Expires
Feb 5, 2021

MARILYN JOHNSON
NOTARY PUBLIC
ID No. 76120
Commission Expires
Feb 5, 2021
STATE OF MISSISSIPPI
RANKIN COUNTY

Attachment: Sixteenth Section Residential Leasehold Interest from Mike & Becky Boykin to Aaron Harper (15602 : Request Approval of

RANKIN COUNTY BOARD OF SUPERVISORS:

Jared K Morrison
PRESIDENT, RANKIN COUNTY BOARD OF SUPERVISORS

Larry Swales
CLERK, RANKIN COUNTY BOARD OF SUPERVISORS
by: J Hood DC

CHANCERY CLERK
RANKIN COUNTY, MS

STATE OF MISSISSIPPI
COUNTY OF RANKIN

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named JARED K. MORRISON, personally known to me to be the **President of the Rankin County Board o Supervisors**, and Larry Swales, personally known to me to be the **Clerk of the Rankin County Board o Supervisors**, who acknowledged to me that they signed and executed the above and foregoing Assignment of **Residential** Lease of Sixteenth Section Lands on the day and year therein mentioned, in the capacity therein set forth, for and on behalf of the **Rankin County Board o Supervisors**, having been first duly authorized so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL of office this the 4th day of January, ~~2020~~ 2021.

LARRY SWALES
RANKIN CO. CHANCERY CLK.

By: _____, D.C.
~~NOTARY PUBLIC~~

CHANCERY CLERK
RANKIN COUNTY, MS

My Commission Expires
My Commission Expires Jan. 6, 2024

Attachment: Sixteenth Section Residential Leasehold Interest from Mike & Becky Boykin to Aaron Harper (15602 : Request Approval of

DESCRIPTION

A 2.00 acre parcel being situated in the W 1/2 of NE 1/4 of SECTION 16, T5N-R5E, Rankin County, Ms, and being more particularly described as follows:

Commencing at the NE corner of said SECTION 16, run thence WEST-2047.08 ft.; thence SOUTH-1070.38 ft. to a point on the easterly right of way of Wadsworth Rd. and the POINT OF BEGINNING; run thence S 56°31' E - 180.86 ft., thence S 33°29' W - 481.69 ft.; thence N 56°31' W - 180.86 ft. to a point on the easterly right of way of Wadsworth Rd.; thence N 33°29' E - 481.69 ft. along said road to the POINT OF BEGINNING.

RANKIN COUNTY MS.
THIS INSTRUMENT
WAS FILED FOR
RECORD

BY 9-20 AM 9:45
IN B 630 P 203
J. D. BARLOW, CHY. CLK.
BY D.C.

CHANCERY CLERK
RANKIN COUNTY, MS

Exhibit "A"
Page 1 of 2

Rankin County, MS
I certify this instrument was filed
10-05-2007 10:37:48 AM
and recorded in DEED Book
2007 at pages 23087 - 23095
Murphy Adkins - Chancery Clerk

CHANCERY CLERK
RANKIN COUNTY, MS
BY D.C.

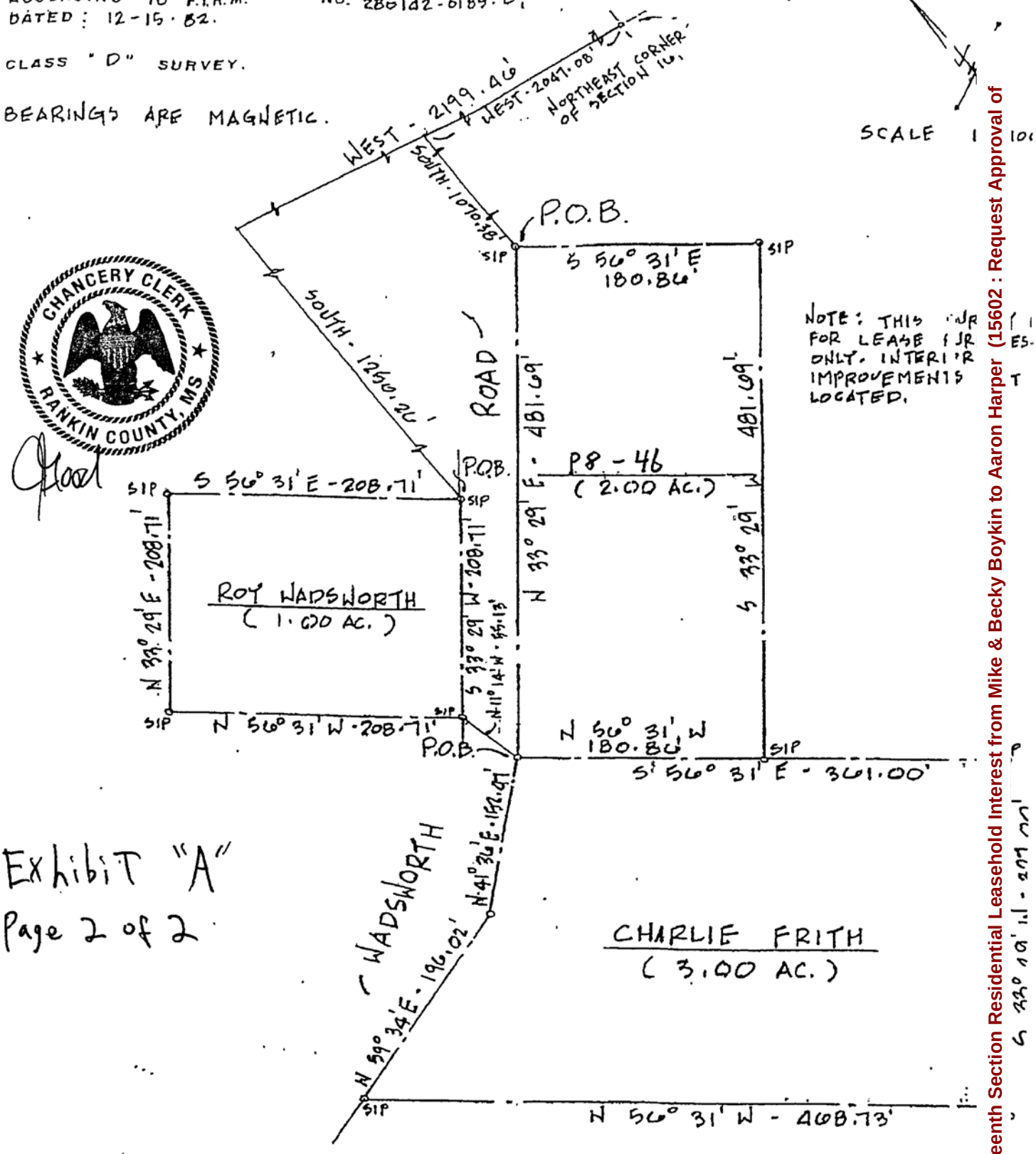
RESO

Attachment: Sixteenth Section Residential Leasehold Interest from Mike & Becky Boykin to Aaron Harper (15602 : Request Approval of

THIS PROPERTY IS SITUATED IN ZONE "C"
ACCORDING TO F.I.R.M. NO. 280142-0185-B,
DATED: 12-15-82.

CLASS "D" SURVEY.

BEARINGS ARE MAGNETIC.



NOTE: THIS SURVEY IS FOR LEASE PURPOSES ONLY. INTERIOR IMPROVEMENTS NOT LOCATED.

SCALE 1" = 100'

CHANCERY CLERK
RANKIN COUNTY, MS

Exhibit "A"
Page 2 of 2

PLAT OF SURVEY

BEING SITUATED IN THE SECTION 16, T5N-R5E, RANKIN COUNTY, MISSISSIPPI.

P.L.P. LONG
P.E. 3670
L.S. 3221
REGISTERED LAND SURVEYOR
STATE OF MISSISSIPPI

CENTRAL MISSISSIPPI ENGINEERING, INC.
4 RIVER BEND PLACE FLOWOOD, MS 39208

DATE: AUGUST 6, 1991.

Attachment: Sixteenth Section Residential Leasehold Interest from Mike & Becky Boykin to Aaron Harper (15602 : Request Approval of

16-5-5
NWNE

6

Prepared by:

Marilyn Johnson
16th Section Land Manager
200 School Street
Brandon, MS 39042
(601)824-5147

Return to:

Marilyn Johnson
16th Section Land Manager
200 School Street
Brandon, MS 39042
(601)824-5147

ASSIGNMENT OF RESIDENTIAL LEASEHOLD INTEREST

FOR AND IN CONSIDERATION of the sum of Ten & No/100 ($10.00) Dollars cash in hand paid and other good and valuable considerations the receipt and sufficiency of all of which is hereby acknowledged, we,

Ricky Jolly and wife
Stephanie Jolly
972 Antioch Shiloh Road
Pelahatchie, MS 39145
(769)274-2965
"Assignor",
do hereby sell, convey and warrant unto

William T. Traxler and
Crystal D. Aikens
140 Wadsworth Road
Pelahatchie, MS 39145
(601)824-5147

Hereinafter referred to as **"Assignee"**,

the unexpired leasehold interest in and to that certain Sixteenth Section Trust property situated in Rankin County, Mississippi, and more particularly described as follows:

See EXHIBIT "A"

Attached hereto and made a part hereof
Indexing instructions: 1.12 ± acres situated in the NW ¼ of the NE ¼ of Section 16 Township 5 North, Range 5 East, being Tax Parcel Number P8-48

The leasehold interest of **Assignor** in the above described property exists by virtue of, and is subject to the certain **Residential Lease Contract** of **Sixteenth Section Lands** recorded in **Deed Book 2011 at Page 25639,** and **Assignment** recorded in **Deed Book 2013 at Page 7517** of the records of the Chancery Clerk of Rankin County, Mississippi.

By virtue of its approval of this **Assignment of Residential Leasehold Interest**, the **Rankin County Board of Education** does hereby and forever release **Assignor** herein from any further duties or obligations, financial or otherwise, previously imposed upon **Assignor** under the terms and provisions of the **Residential Lease Contract**, which is the subject of this **Assignment**.

By acceptance of this **Assignment of Residential Leasehold Interest**, Assignee does hereby agree to abide by all of the terms and conditions set forth in the Residential Lease Contract recorded in **Deed Book 2011 at Page 25639,** and **Assignment** recorded in **Deed Book 2013 at Page 7517** of the records of the Chancery Clerk of Rankin County, Mississippi.

Book:2021 Page:246-251
DEED
RCD: 01/05/2021 @08:28:30 AM
Rankin County, MS
Larry Swales Chancery Clerk

Attachment: Sixteenth Section Residential Leasehold Interest from Ricky & Stephanie Jolly to William Traxler and Crystal Aikens (15604 :

**** Rankin County School District does not warrant title and is hereby held harmless from any and all title disputes that may arise from the preparation or approval of this assignment.**

APPROVED BY THE RANKIN COUNTY BOARD OF EDUCATION on this the 9 **day of** December, **2020.**

Sue Townsend, Ph.D., Superintendent of Education

David (Grumpy) Farmer, President, Rankin County Board of Education

STATE OF MISSISSIPPI
COUNTY OF RANKIN

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named ***Sue Townsend, Ph.D., Superintendent of Education,*** personally known to me that she is the **Superintendent of Education for the Rankin County School District,** and ***David (Grumpy) Farmer, President, Rankin County Board of Education***, personally known to me to be the **President of the Rankin County Board of Education**, who acknowledged unto me that they did sign, execute and delivered the above and foregoing **Assignment of Residential Leasehold Interest** on the day and year therein mentioned, in the capacity therein set forth, for and on behalf of the Rankin County Board of Education, after having been first duly authorized so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE on this the 9 day of December, 2020.

NOTARY PUBLIC

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 126727 TAMMIE RICHARDSON Commission Expires Feb. 5, 2023 RANKIN COUNTY

My Commission Expires:

Attachment: Sixteenth Section Residential Leasehold Interest from Ricky & Stephanie Jolly to William Traxler and Crystal Aikens (15604 :

Attachment: Sixteenth Section Residential Leasehold Interest from Ricky & Stephanie Jolly to William Traxler and Crystal Aikens (15604 :

WITNESS MY SIGNATURE as ASSIGNOR this the 17 day of November, 2020.

Stephanie Jolly, **ASSIGNOR**

Ricky Jolly, **ASSIGNOR**

STATE OF: Mississippi

COUNTY OF: Rankin

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named Ricky Jolly + Stephanie Jolly and William Traxler + Crystal Aikens personally known to me that he/she did sign, execute and delivered the above and foregoing **Assignment of Residential Leasehold Interest** on the day and year therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE on this the 17th day of November, 2020.

Marilyn Johnson

NOTARY PUBLIC

My Commission Expires:

Feb 5, 2021

MARILYN JOHNSON
NOTARY PUBLIC
ID No. 76120
Commission Expires
Feb 5, 2021
STATE OF MISSISSIPPI
RANKIN COUNTY

Attachment: Sixteenth Section Residential Leasehold Interest from Ricky & Stephanie Jolly to William Traxler and Crystal Aikens (15604 :

WITNESS MY SIGNATURE as ASSIGNEE this the 17th day of November, 2020.

William T. Traxler, **ASSIGNEE**

Crystal R. Aikens, **ASSIGNEE**

STATE OF: Mississippi

COUNTY OF: Rankin

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named Ricky Jolly + Stephanie Jolly and William Traxler + Crystal Aikens personally known to me that he/she did sign, execute and delivered the above and foregoing **Assignment of Residential Leasehold Interest** on the day and year therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE on this the 17th day of November, 2020.

Marilyn Johnson
NOTARY PUBLIC

My Commission Expires:
Feb 5 2021

MARILYN JOHNSON
NOTARY PUBLIC
ID No. 76120
Commission Expires
Feb 5, 2021
STATE OF MISSISSIPPI
RANKIN COUNTY

WITNESS OUR SIGNATURES this the 4th day of January, 2021.

RANKIN COUNTY BOARD OF SUPERVISORS:

Jared K Morrison

PRESIDENT, RANKIN COUNTY BOARD OF SUPERVISORS

Larry Swales

CLERK, RANKIN COUNTY BOARD OF SUPERVISORS

by: J Hood DC

CHANCERY CLERK RANKIN COUNTY, MS

STATE OF MISSISSIPPI

COUNTY OF RANKIN

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named Jared K. Morrison, personally known to me to be the **President of the Rankin County Board of Supervisors**, and Larry Swales, personally known to me to be the **Clerk of the Rankin County Board of Supervisors**, who acknowledged to me that they signed and executed the above and foregoing Assignment of Residential Lease of Sixteenth Section Lands on the day and year therein mentioned, in the capacity therein set forth, for and on behalf of the **Rankin County Board of Supervisors**, having been first duly authorized so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL of office this the 4th day of January, ~~2020~~ 2021.

LARRY SWALES
RANKIN CO. CHANCERY CLK.
By: CJH, D.C.

CHANCERY CLERK RANKIN COUNTY, MS

NOTARY PUBLIC

My Commission Expires:
My Commission Expires Jan. 6, 2024

Attachment: Sixteenth Section Residential Leasehold Interest from Ricky & Stephanie Jolly to William Traxler and Crystal Aikens (15604 :

BK 630 PAGE 192

BOOK 812 PAGE 278

DESCRIPTION

IRVIN WADSWORTH

A 1.12 acre parcel being situated in the NW 1/4 of the NE 1/4 of SECTION 16, T5N-R5E, Rankin Co., Miss., and being more particularly described as follows:

Commencing at the NE corner of said SECTION 16, run thence WEST - 1839.98 ft.; thence SOUTH - 572.79 ft. to a point on the northerly right of way of Wire Rd. and the POINT OF BEGINNING; run thence N 48°05'W -210.0 ft.; thence N 42°51'E - 237.99 ft.; thence S 46°39'E - 206.17 ft. to a point on the northerly right of way of Wadsworth Rd.; thence S 41°55'W - 232.78 ft. along said road to the POINT OF BEGINNING.

CHANCERY CLERK RANKIN COUNTY, MS

CHANCERY CLERK RANKIN COUNTY, MS

EXHIBIT "A"

RANKIN COUNTY MS
THIS INSTRUMENT
WAS FILED FOR
RECORD

97 9-4 AM 8:30
IN B 812 P 225
MURPHY ADKINS, CHY. CLK.
BY B Myers D.C.

Attachment: Sixteenth Section Residential Leasehold Interest from Ricky & Stephanie Jolly to William Traxler and Crystal Aikens (15604 :

6

16-3-5
NWSE
NESW

Book:2021 Page:252-257
DEED
RCD: 01/05/2021 @08:28:31 AM
Rankin County, MS
Larry Swales Chancery Clerk

INDEXING INSTRUCTIONS:
Section 16, T3N-R5E, Rankin County, Mississippi

Prepared by:
Frank M. Youngblood, Jr.
111 Office Park Drive
Brandon, MS 39042
601-825-5200
MS BAR# 6667

ASSIGNMENT OF COMMERCIAL LEASEHOLD INTEREST

FOR AND IN CONSIDERATION of the sum of Ten & No/100 ($10.00) Dollars cash in hand paid and other good and valuable considerations the receipt and sufficiency of all of which is hereby acknowledged, I/we,

LOUIS C. STEVENS
159 Chuck Stevens Lane
Morton, MS 39117
Phone: 601-259-8996

hereinafter referred to as "Assignor, do hereby sell, convey, assign and warrant unto

HWY 18 SERVICE CENTER LLC
6201 Hwy 18
Brandon, MS 39042
Phone: 601-421-0684

hereinafter referred to as "Assignee", the unexpired leasehold interest in and to that certain Sixteenth Section Trust property situated in Rankin County, Mississippi, and more particularly described as follows:

Attachment: Sixteenth Section Commercial Leasehold Interest from Louis C Stevens to Hwy 18 Service Center LLC (15605 : Request Approval

SEE EXHIBIT "A"
Attached hereto and made a part hereof

The leasehold interest of Assignor in the above described property exists by virtue of and is subject to the certain Commercial Lease Contract of Sixteenth Section Lands recorded in **Deed Book 833 at Page 34** of the records of the Chancery Clerk of Rankin County, Mississippi.

By Acceptance of this Assignment of Commercial Leasehold Interest, Assignee does hereby agree to abide by all of the terms and conditions set forth in the Commercial Lease Contract recorded in **Deed Book 833 at Page 34** of the records of the Chancery Clerk of Rankin County, Mississippi.

APPROVED BY THE RANKIN COUNTY BOARD OF EDUCATION on this the 9 day of December, 2020.

Superintendent of Education

President, Rankin County Board of Education

STATE OF MISSISSIPPI
COUNTY OF RANKIN

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named Sue Townsend, Ph.D., Superintendent of Education, personally known to me that she is the Superintendent of Education for the Rankin County School District, and David G. Farmer, President, Rankin County Board of Education, personally known to me to be President of the Rankin County Board of Education, who acknowledged unto me that they did sign, execute and delivered the above and foregoing Assignment of Commercial Leasehold Interest on the day and year therein mentioned, in the capacity therein set forth, for and on behalf of the Rankin County Board of Education, after having been first duly authorized so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE on this the 9 day of December, 2020.

NOTARY PUBLIC

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 120737 TAMMIE RICHARDSON Commission Expires Feb. 5, 2023 RANKIN COUNTY

My Commission Expires:

Attachment: Sixteenth Section Commercial Leasehold Interest from Louis C Stevens to Hwy 18 Service Center LLC (15605 : Request Approval

WITNESS THE SIGNATURE of ASSIGNOR, this the 6th day of November, 2020.

LOUIS C. STEVENS, ASSIGNOR

STATE OF MISSISSIPPI

COUNTY OF: RANKIN

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named **LOUIS C. STEVENS,** personally known to me and acknowledged unto me that he did sign, execute and deliver the above and foregoing Assignment of Commercial Leasehold Interest on the day and year therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE on this the 6th day of November, 2020.

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 45510 AMY C. BROWN Commission Expires July 16, 2024 RANKIN COUNTY

NOTARY PUBLIC

My Commission Expires:

WITNESS THE SIGNATURE of ASSIGNEE, this the 6th day of November, 2020.

HWY 18 SERVICE CENTER LLC, ASSIGNEE

By: _____
JONATHAN K. GASKAMP, Member

And

By: _____
LOYD D. SIMS, Member

Attachment: Sixteenth Section Commercial Leasehold Interest from Louis C Stevens to Hwy 18 Service Center LLC (15605 : Request Approval

STATE OF: MISSISSIPPI
COUNTY OF: RANKIN

PERSONALLY APPEARED BEFORE ME the undersigned authority, **Jonathan K. Gaskamp,** known to me to be a **Member** of **HWY 18 Service Center LLC, a Mississippi Limited Liability Company,** who acknowledged that he signed and delivered the above and foregoing instrument on the day and year therein mentioned in his official capacity as the **Managing Member** of the Company as the act and deed of the Company, he being fully authorized so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE on this the 6th day of November, 2020.



NOTARY PUBLIC

My Commission Expires:

STATE OF: MISSISSIPPI
COUNTY OF: RANKIN

PERSONALLY APPEARED BEFORE ME the undersigned authority, **Loyd D. Sims,** known to me to be a **Member** of **HWY 18 Service Center LLC, a Mississippi Limited Liability Company,** who acknowledged that he signed and delivered the above and foregoing instrument on the day and year therein mentioned in his official capacity as a **Member** of the Company as the act and deed of the Company, he being fully authorized so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE on this the 6th day of November, 2020.



NOTARY PUBLIC

My Commission Expires:

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

Attachment: Sixteenth Section Commercial Leasehold Interest from Louis C Stevens to Hwy 18 Service Center LLC (15605 : Request Approval

WITNESS OUR SIGNATURES this the 4th day of JANUARY, 2020.

RANKIN COUNTY BOARD OF SUPERVISORS:

Jared K Morrison
PRESIDENT, RANKIN COUNTY BOARD OF SUPERVISORS

Larry Swales
CLERK, RANKIN COUNTY BOARD OF SUPERVISORS
by: C Flood DC

CHANCERY CLERK RANKIN COUNTY, MS

STATE OF MISSISSIPPI

COUNTY OF RANKIN

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named JARED K. Morrison, personally known to me to be the President of the Rankin County Board of Supervisors, and Larry Swales, personally known to me to be the Clerk of the Rankin County Board of Supervisors, who acknowledged to me that they signed and executed the above and foregoing Assignment of Commercial Leasehold Interest on the day and year therein mentioned, in the capacity therein set forth, for and on behalf of the Rankin County Board of Supervisors, having been first duly authorized so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE on this the 4th day of January, 2020. 2021

LARRY SWALES
RANKIN CO. CHANCERY CLK.
By: C Flood, D.C.

NOTARY PUBLIC

My Commission Expires:

My Commission Expires Jan. 6, 2024

CHANCERY CLERK RANKIN COUNTY, MS

** Rankin County School District does not warrant title and is hereby held harmless from any and all title disputes that may arise from the preparation or approval of this assignment.

Attachment: Sixteenth Section Commercial Leasehold Interest from Louis C Stevens to Hwy 18 Service Center LLC (15605 : Request Approval

Exhibit "A"

Parcel 1

A certain tract of land containing 0.63 acres, more or less, situated in the Northwest quarter of the Southeast quarter and the Northeast quarter of the Southwest quarter of Section 16, Township 3 North, Range 5 East, Rankin County, Mississippi, and being more particularly described as follows:

Commencing at a 1" rebar marking the Southeast corner of Section 16, Township 3 North, Range 5 East, Rankin County, Mississippi; run thence North 58° 13' 10" West for 2986.86 feet to a 1/2" rebar, said point hereinafter referred to as the point of a beginning:

Thence South 73° 03' 58" West for 61.60 feet to a 1/2" rebar set on the East right-of-way line of Mississippi Highway No. 18; thence North 38° 04' 34" West along the East right-of-way line of said Highway No. 18 for 259.33 feet; thence North 82° 15' 49" East for 185.41 feet to a 1/2" rebar set on the West line of a paved county road; thence South 09° 26' 46" East along the West line of said county road for 214.06 feet, to the point of beginning.

CHANCERY CLERK
RANKIN COUNTY, MS

Attachment: Sixteenth Section Commercial Leasehold Interest from Louis C Stevens to Hwy 18 Service Center LLC (15605 : Request Approval

7

16-5S
W2NE

Book:2021 Page:258-264
DEED
RCD: 01/05/2021 @08:28:33 AM
Rankin County, MS
Larry Swales Chancery Clerk

Prepared by:
Cliff Hornbeak
16th Section Land Manager
223 Tamberlin Street
Brandon, MS 39042
(601)824-7473

Return to:
Cliff Hornbeak
16th Section Land Manager
223 Tamberlin Street
Brandon, MS 39042
(601)824-7473

ASSIGNMENT OF OTHER LEASEHOLD INTEREST

FOR AND IN CONSIDERATION of the sum of Ten & No/100 ($10.00) Dollars cash in hand paid and other good and valuable considerations the receipt and sufficiency of all of which is hereby acknowledged, I,

Mike Boykin and Becky Boykin
171 Wadsworth Road
Pelahatchie, MS 39145
(601)900-5857

"Assignor",

do hereby sell, convey and warrant unto

Aaron Z. Harper
171 Wadsworth Road
Pelahatchie, MS 39145
(601) 900-5404

hereinafter referred to as **"Assignee"**

the unexpired leasehold interest in and to that certain Sixteenth Section Trust property situated in Rankin County, Mississippi, and more particularly described as follows:

See EXHIBIT "A"
Attached hereto and made a part hereof

Indexing instructions: 1.0 ± acres situated in the W½ of the NE¼ of Section 16 Township 5 North Range 5 East, being Tax Parcel Number P8-45.

The leasehold interest of **Assignor** in the above described property exists by virtue of, and is subject to the certain **Other Lease Contract** of **Sixteenth Section Lands** recorded in **Deed Book 2016 at Page 20602, Assignment** recorded in **Deed book 2018 at Page 2348** and **Assignment** recorded in **Deed Book 2019 at Page 20535** of the records of the Chancery Clerk of Rankin County, Mississippi.

Attachment: Sixteenth Section Other Leasehold Interest from Mike & Becky Boykin to Aaron Harper (15606 : Request Approval of Assignment

By virtue of its approval of this **Assignment of Other Leasehold Interest,** the **Rankin County Board of Education** does hereby and forever release **Assignor** herein from any further duties or obligations, financial or otherwise, previously imposed upon **Assignor** under the terms and provisions of the **Other Lease Contract,** which is the subject of this **Assignment.**

By acceptance of this **Assignment of Other Leasehold Interest,** Assignee does hereby agree to abide by all of the terms and conditions set forth in the **Other Lease Contract** recorded in **Deed Book 2016 at Page 20602, Assignment** recorded in **Deed Book 2018 at Page 2348** and **Assignment** recorded in **Deed Book 2019 at Page 20535** of the records of the Chancery Clerk of Rankin County, Mississippi.

**** Rankin County School District does not warrant title and is hereby held harmless from any and all title disputes that may arise from the preparation or approval of this assignment.**

APPROVED BY THE RANKIN COUNTY BOARD OF EDUCATION on this the 9 day of December, 2020.

Sue Townsend, Ph.D., Superintendent of Education

David G. Farmer, President, Rankin County Board of Education

STATE OF MISSISSIPPI
COUNTY OF RANKIN

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named ***Sue Townsend, Ph.D., Superintendent of Education,*** personally known to me that she is the **Superintendent of Education for the Rankin County School District,** and ***David G. Farmer, President Rankin County Board of Education***, personally known to me to be **President of the Rankin County Board of Education**, who acknowledged unto me that they did sign, execute and delivered the above and foregoing **Assignment of Other Leasehold Interest** on the day and year therein mentioned, in the capacity therein set forth for and on behalf of the Rankin County Board of Education, after having been first duly authorized so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE on this the 9 day of December, 2020.

NOTARY PUBLIC

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 128727 TAMMIE RICHARDSON Commission Expires Feb. 5, 2023 RANKIN COUNTY

My Commission Expires

Attachment: Sixteenth Section Other Leasehold Interest from Mike & Becky Boykin to Aaron Harper (15606 : Request Approval of Assignment

WITNESS MY SIGNATURE as ASSIGNOR this the 12th day of February, 2020.

MIKE BOYKIN, ASSIGNOR

*Mike W Boykin

STATE OF: MISSISSIPPI
COUNTY OF: RANKIN

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named MIKE BOYKIN, personally known to me that he did sign, execute and delivered the above and foregoing **Assignment of Other Leasehold Interes** on the day and year therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE on this the 12th day of February, 2020.

NOTARY PUBLIC

My Commission Expires

WITNESS MY SIGNATURE as ASSIGNOR this the 20th day of February, 2020.

BECKY BOYKIN, ASSIGNOR

*Becky Boykin

STATE OF: MISSISSIPPI
COUNTY OF: RANKIN

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named BECKY BOYKIN, personally known to me that she did sign, execute and delivered the above and foregoing **Assignment of Other Leasehold Interest** on the day and year therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE on this the 20th day of February, 2020.

NOTARY PUBLIC

My Commission Expires

STATE OF MISSISSIPPI
KAY A BAILEY
NOTARY PUBLIC
ID No. 86377
Commission Expires
August 13, 2023
RANKIN COUNTY

Attachment: Sixteenth Section Other Leasehold Interest from Mike & Becky Boykin to Aaron Harper (15606 : Request Approval of Assignment

WITNESS MY SIGNATURE as ASSIGNEE this the 6th day of November, 2020.

AARON Z. HARPER, ASSIGNEE

STATE OF MISSISSIPPI
COUNTY OF RANKIN

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named AARON Z HARPER, personally known to me that he did sign, execute and delivered the above and foregoing Assignment of Other Leasehold Interes on the day and year therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE on this the 6th day of November, 2020.

Marilyn Johnson
NOTARY PUBLI

My Commission Expires
Feb 5, 2021

MARILYN JOHNSON
NOTARY PUBLIC
ID No. 76120
Commission Expires
Feb 5, 2021
STATE OF MISSISSIPPI
RANKIN COUNTY

Attachment: Sixteenth Section Other Leasehold Interest from Mike & Becky Boykin to Aaron Harper (15606 : Request Approval of Assignment

RANKIN COUNTY BOARD OF SUPERVISORS:

Jared K Morrison
PRESIDENT, RANKIN COUNTY BOARD OF SUPERVISORS

Larry Swales
CLERK, RANKIN COUNTY BOARD OF SUPERVISORS

by: CHead DC

CHANCERY CLERK
RANKIN COUNTY, MS

STATE OF MISSISSIPPI
COUNTY OF RANKIN

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named JARED K. MORRISON, personally known to me to be the **President of the Rankin County Board of Supervisors**, and LARRY SWALES, personally known to me to be the **Clerk of the Rankin County Board of Supervisors**, who acknowledged to me that they signed and executed the above and foregoing Assignment of Other Lease of Sixteenth Section Lands on the day and year therein mentioned, in the capacity therein set forth, for and on behalf of the **Rankin County Board of Supervisors** having been first duly authorized so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL of office this the 4th day of January, 2020.

LARRY SWALES
RANKIN CO CHANCERY CLK. 2021
By: CHead, D.C.

NOTARY PUBLIC

CHANCERY CLERK
RANKIN COUNTY, MS

My Commission Expires
My Commission Expires Jan. 6, 2024

Attachment: Sixteenth Section Other Leasehold Interest from Mike & Becky Boykin to Aaron Harper (15606 : Request Approval of Assignment

DESCRIPTION
ROY WADSWORTH

A 1.00 acre parcel being situated in the W 1/2 of NE 1/4 of SECTION 16, T5N-R5E, Rankin County, Ms, and being more particularly described as follows:

Commencing at the NE corner of said SECTION 16, run thence WEST-2199.46; thence SOUTH 1250.26 ft. to a point on the westerly right of way of Wadsworth Rd. and the POINT OF BEGINNING; run thence S 33°29' W - 208.71 ft. along said road; thence N 56°31 W - 208.71 ft.; thence N 33°29' E - 208.71 ft.; thence S 56°31 E - 208.71 ft. to the POINT OF BEGINNING.

CHANCERY CLERK
RANKIN COUNTY, MS

RANKIN COUNTY MS
THIS INSTRUMENT
WAS FILED FOR
RECORD

91 9-20 AM 9:45
IN B 630 P 69
J. S. BARLOW, CHY. CLK.
BY _____ D.C.

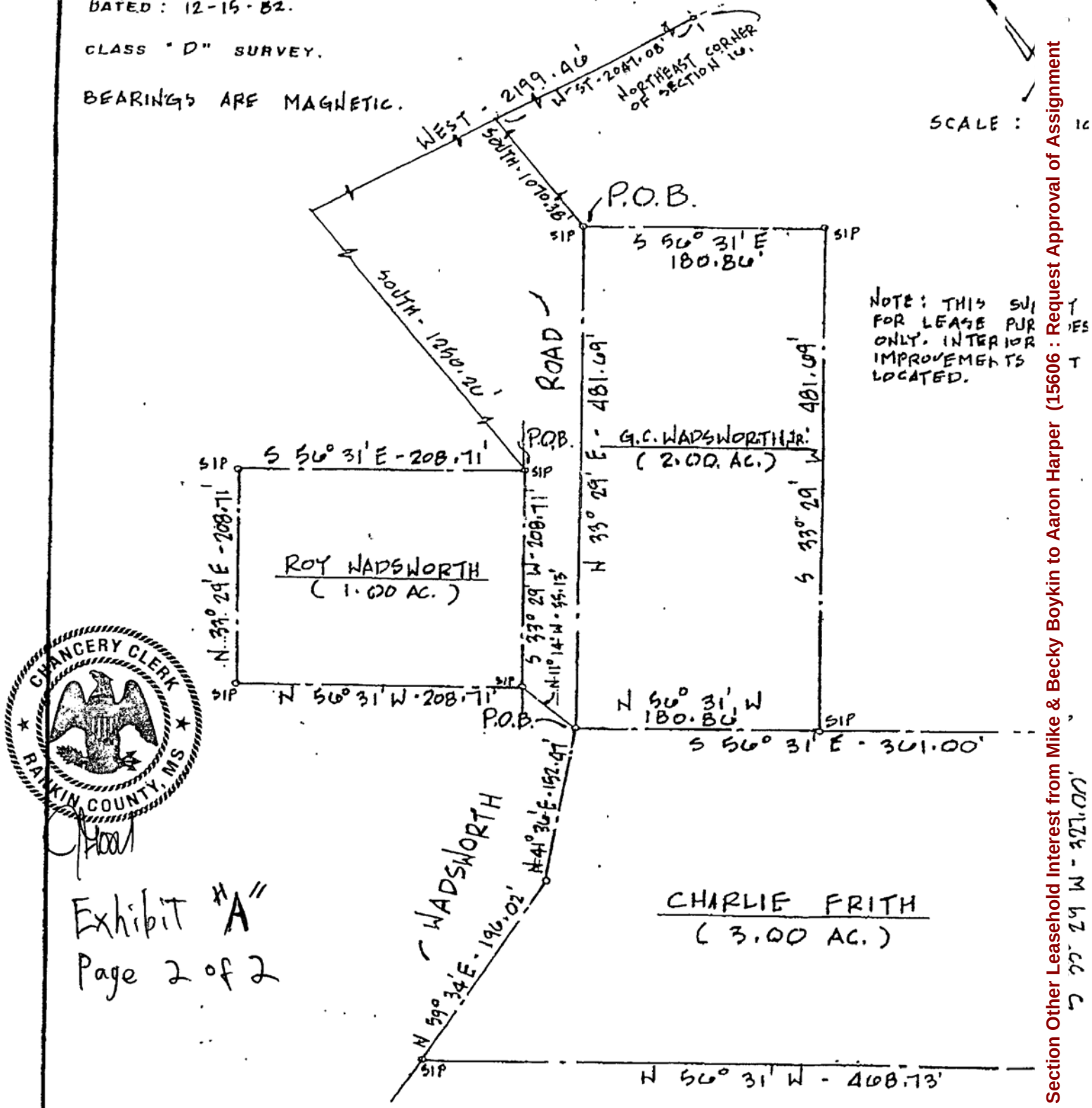
Exhibit "A"
Page 1 of 2

Attachment: Sixteenth Section Other Leasehold Interest from Mike & Becky Boykin to Aaron Harper (15606 : Request Approval of Assignment

THIS PROPERTY IS SITUATED IN ZONE "C" ACCORDING TO F.I.R.M. AP NO. 280142-0185-B, DATED: 12-15-82.

CLASS "D" SURVEY.

BEARINGS ARE MAGNETIC.



NOTE: THIS SU... FOR LEASE PUR... ONLY. INTERIOR IMPROVEMENTS ... LOCATED.

CHANCERY CLERK RANKIN COUNTY, MS

Exhibit "A"
Page 2 of 2

PLAT OF SURVEY

BEING SITUATED IN THE SECTION 16, T5N-R5E, RANKIN COUNTY, MISSISSIPPI.

F. P. LONG 3221 STATE OF MISSISSIPPI SURVEYOR

CENTRAL MISSISSIPPI ENGINEERING, INC.
4 RIVER BEND PLACE FLOWOOD, MS 39208

DATE: AUGUST 6, 1991.

JOB NO. 5-29

Attachment: Sixteenth Section Other Leasehold Interest from Mike & Becky Boykin to Aaron Harper (15606 : Request Approval of Assignment

16-5-5
W2 NE

Book:2021 Page:239-245
DEED
RCD: 01/05/2021 @08:28:28 AM
Rankin County, MS
Larry Swales Chancery Clerk

Prepared by:
Cliff Hornbeak
16th Section Land Manager
223 Tamberlin Street
Brandon, MS 39042
(601)824-7473

Return to:
Cliff Hornbeak
16th Section Land Manager
223 Tamberlin Street
Brandon, MS 39042
(601)824-7473

ASSIGNMENT OF RESIDENTIAL LEASEHOLD INTEREST

FOR AND IN CONSIDERATION of the sum of Ten & No/100 ($10.00) Dollars cash in hand paid and other good and valuable considerations the receipt and sufficiency of all of which is hereby acknowledged, I,

Mike Boykin and Becky Boykin
171 Wadsworth Road
Pelahatchie, MS 39145
(601)900-5857

"Assignors",

do hereby sell, convey and warrant unto

Aaron Z. Harper
171 Wadsworth Road
Pelahatchie, MS 39145
(601) 900-5404

hereinafter referred to as **"Assignee"**

the unexpired leasehold interest in and to that certain Sixteenth Section Trust property situated in Rankin County, Mississippi, and more particularly described as follows:

See EXHIBIT "A"

Attached hereto and made a part hereof

Indexing instructions: 2.0 ± acres situated in the W½ of the NE¼ of Section 16 Township 5 North Range 5 East, being Tax Parcel Number P8-46.

The leasehold interest of **Assignor** in the above described property exists by virtue of, and is subject to the certain **Residential Lease Contract** of **Sixteenth Section Lands** recorded in **Deed Book 2016 at Page 18613** of the records of the Chancery Clerk of Rankin County, Mississippi.

Attachment: Sixteenth Section Residential Leasehold Interest from Mike & Becky Boykin to Aaron Harper (15607 : Request Approval of

By virtue of its approval of this **Assignment of Residential Leasehold Interest**, the **Rankin County Board of Education** does hereby and forever release **Assigno** herein from any further duties or obligations, financial or otherwise, previously imposed upon **Assignor** under the terms and provisions of the **Residential Leas Contract**, which is the subject of this **Assignment**.

By acceptance of this **Assignment of Residential Leasehold Interest**, Assignee does hereby agree to abide by all of the terms and condition set forth in the Residential Lease Contract recorded in **Deed Book 2016 at Page 18613** of the records of the Chancery Clerk of Rankin County, Mississippi.

**** Rankin County School District does not warrant title and is hereby held harmless from any and all title disputes that may arise from the preparation or approval of this assignment.**

APPROVED BY THE RANKIN COUNTY BOARD OF EDUCATION on this the _____ day of_____, 2020.

Sue Townsend, Ph.D., Superintendent of Education

David G. Farmer, President, Rankin County Board of Education

STATE OF MISSISSIPPI
COUNTY OF RANKIN

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named ***Sue Townsend, Ph.D., Superintenden of Education,*** personally known to me that she is the **Superintendent of Education for the Rankin County School District,** and ***David G. Farmer, Presidem Rankin County Board of Education***, personally known to me to be **President of the Rankin County Board of Education**, who acknowledged unto me that they di sign, execute and delivered the above and foregoing **Assignment of Residential Leasehold Interest** on the day and year therein mentioned, in the capacity therein se forth, for and on behalf of the Rankin County Board of Education, after having been first duly authorized so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE on this the 9 day of December, 2020.

NOTARY PUBLIC

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 1067 TAMMIE RICHARDSON Commission Expires Feb. 5, 2023 RANKIN COUNTY

My Commission Expires

Attachment: Sixteenth Section Residential Leasehold Interest from Mike & Becky Boykin to Aaron Harper (15607 : Request Approval of

WITNESS MY SIGNATURE as ASSIGNOR this the 12th day of February, 2020.

MIKE BOYKIN, ASSIGNOR

Mike Boykin

STATE OF: MISSISSIPPI
COUNTY OF: RANKIN

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named MIKE BOYKIN, personally known to me that he did sign, execute and delivered the above and foregoing **Assignment of Residential Leasehold Interest** on the day and year therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE on this the 12th day of February, 2020.

NOTARY PUBLIC

My Commission Expires

WITNESS MY SIGNATURE as ASSIGNOR this the 20th day of February, 2020.

BECKY BOYKIN, ASSIGNOR

Becky Boykin

STATE OF: MISSISSIPPI
COUNTY OF: RANKIN

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named BECKY BOYKIN, personally known to me that she did sign, execute and delivered the above and foregoing **Assignment of Residential Leasehold Interest** on the day and year therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE on this the 20th day of February, 2020.

NOTARY PUBLIC

My Commission Expires

Attachment: Sixteenth Section Residential Leasehold Interest from Mike & Becky Boykin to Aaron Harper (15607 : Request Approval of

WITNESS MY SIGNATURE as ASSIGNEE this the 6th day of November, 2020.

AARON Z. HARPER, ASSIGNEE

STATE OF MISSISSIPPI
COUNTY OF RANKIN

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named AARON Z HARPER, personally known to me that he did sign, execute and delivered the above and foregoing **Assignment of Residential Leasehold Interest** on the day and year therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE on this the 6th day of November, 2020.

Marilyn Johnson
NOTARY PUBLIC

My Commission Expires
Feb 5, 2021

MARILYN JOHNSON
NOTARY PUBLIC
ID No. 76120
Commission Expires
Feb 5, 2021
STATE OF MISSISSIPPI
RANKIN COUNTY

Attachment: Sixteenth Section Residential Leasehold Interest from Mike & Becky Boykin to Aaron Harper (15607 : Request Approval of

RANKIN COUNTY BOARD OF SUPERVISORS:

Jared K Morrison
PRESIDENT, RANKIN COUNTY BOARD OF SUPERVISORS

Larry Swales
CLERK, RANKIN COUNTY BOARD OF SUPERVISORS
by: J Hood DC

CHANCERY CLERK
RANKIN COUNTY, MS

STATE OF MISSISSIPPI
COUNTY OF RANKIN

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named JARED K. MORRISON, personally known to me to be the **President of the Rankin County Board o Supervisors**, and Larry Swales, personally known to me to be the **Clerk of the Rankin County Board o Supervisors**, who acknowledged to me that they signed and executed the above and foregoing Assignment of **Residential** Lease of Sixteenth Section Lands on the day and year therein mentioned, in the capacity therein set forth, for and on behalf of the **Rankin County Board o Supervisors**, having been first duly authorized so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL of office this the 4th day of January, ~~2020~~ 2021.

LARRY SWALES
RANKIN CO. CHANCERY CLK.

By: _____, D.C.
~~NOTARY PUBLIC~~

CHANCERY CLERK
RANKIN COUNTY, MS

My Commission Expires
My Commission Expires Jan. 6, 2024

Attachment: Sixteenth Section Residential Leasehold Interest from Mike & Becky Boykin to Aaron Harper (15607 : Request Approval of

DESCRIPTION

A 2.00 acre parcel being situated in the W 1/2 of NE 1/4 of SECTION 16, T5N-R5E, Rankin County, Ms, and being more particularly described as follows:

Commencing at the NE corner of said SECTION 16, run thence WEST-2047.08 ft.; thence SOUTH-1070.38 ft. to a point on the easterly right of way of Wadsworth Rd. and the POINT OF BEGINNING; run thence S 56°31' E - 180.86 ft., thence S 33°29' W - 481.69 ft.; thence N 56°31' W - 180.86 ft. to a point on the easterly right of way of Wadsworth Rd.; thence N 33°29' E - 481.69 ft. along said road to the POINT OF BEGINNING.

RANKIN COUNTY MS.
THIS INSTRUMENT
WAS FILED FOR
RECORD

ON: 9-20 AM 9:45
IN B. 630 P. 203
J. D. BARLOW, CHY. CLK.
BY: D.C.

CHANCERY CLERK
RANKIN COUNTY, MS

Exhibit "A"
Page 1 of 2

Rankin County, MS
I certify this instrument was filed
10-05-2007 10:37:48 AM
and recorded in DEED Book
2007 at pages 23087 - 23095
Murphy Adkins - Chancery Clerk

CHANCERY CLERK
RANKIN COUNTY, MS
BY: D.C.

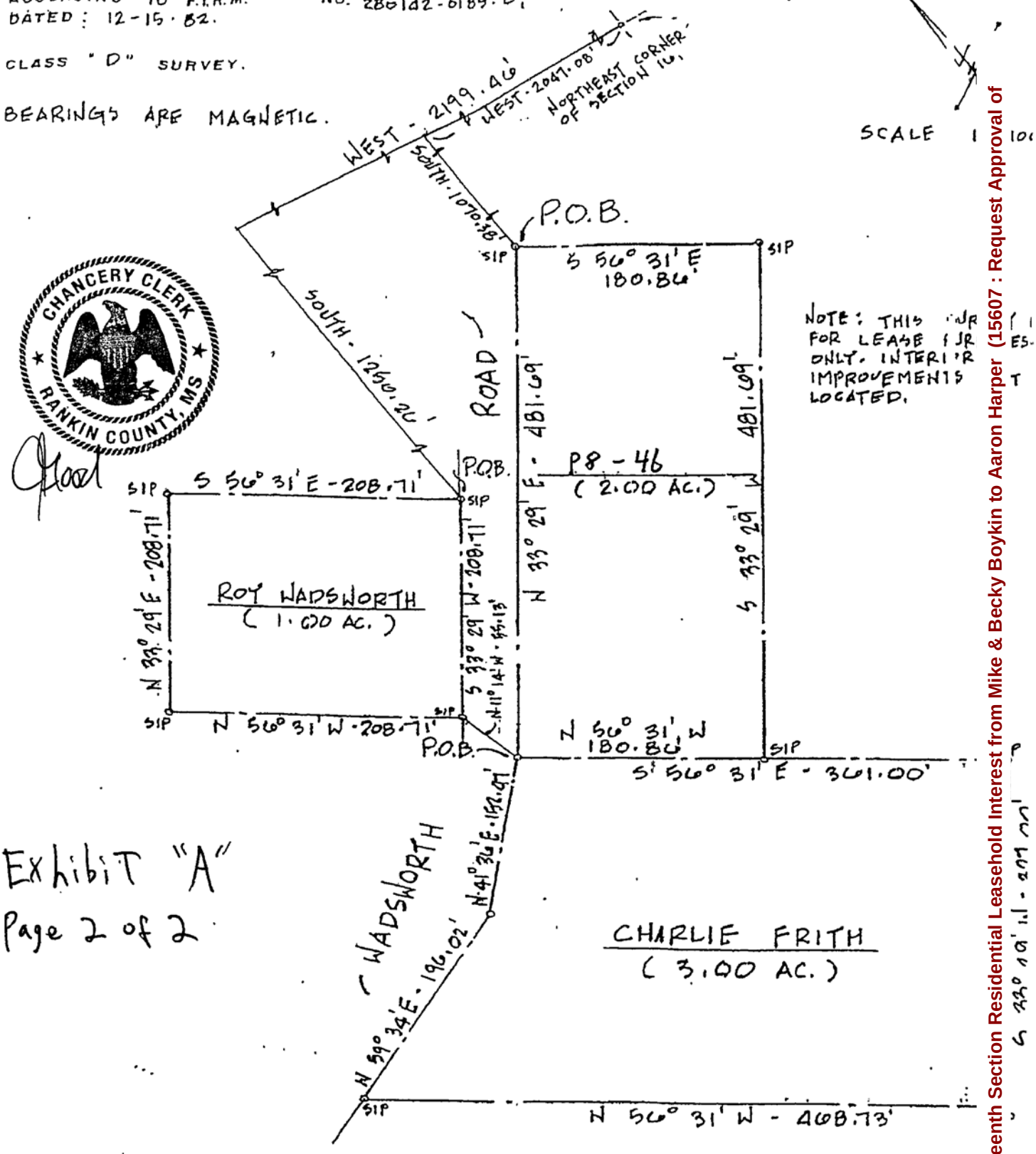
RESO

Attachment: Sixteenth Section Residential Leasehold Interest from Mike & Becky Boykin to Aaron Harper (15607 : Request Approval of

THIS PROPERTY IS SITUATED IN ZONE "C"
ACCORDING TO F.I.R.M. NO. 280142-0185-B,
DATED: 12-15-82.

CLASS "D" SURVEY.

BEARINGS ARE MAGNETIC.



NOTE: THIS [illegible] FOR LEASE [illegible] ONLY. INTERIOR IMPROVEMENTS [illegible] LOCATED.

Exhibit "A"
Page 2 of 2

PLAT OF SURVEY

BEING SITUATED IN THE SECTION 16, T5N-R5E, RANKIN COUNTY, MISSISSIPPI.

P.L.P. LONG
P.E. 3670
L.S. 2221
LAND SURVEYOR
STATE OF MISSISSIPPI

CENTRAL MISSISSIPPI ENGINEERING, INC.
4 RIVER BEND PLACE FLOWOOD, MS 39208

DATE: AUGUST 6, 1991.

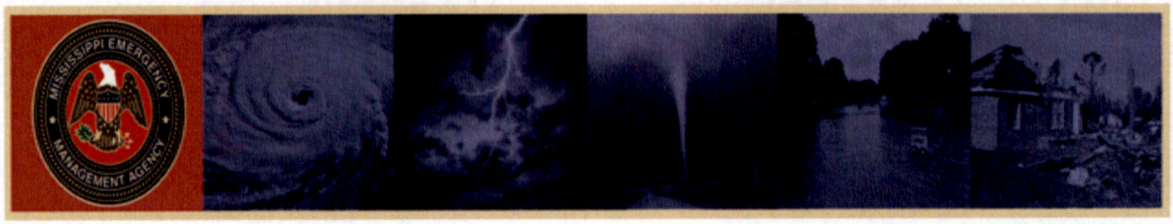
Attachment: Sixteenth Section Residential Leasehold Interest from Mike & Becky Boykin to Aaron Harper (15607 : Request Approval of

EMPG EMERGENCY MANAGEMENT PERFORMANCE GRANT PROGRAM

County Application and Workplan

FY 2021 CFDA 97.042

October 1, 2020 – September 30, 2021



RANKIN COUNTY

County

All Emergency Management Performance Grant Program applicants are required to submit a work plan that details how allocated funds will be used.

Attachment: Emergency Management Performance Grant Application (15608 : Approval to Apply for the FY21 Emergency Management

PLEASE DO NOT SUBMIT DOUBLE-SIDED. ONLY SINGLE-SIDED APPLICATIONS WILL BE ACCEPTED.

1. County

Rankin County

2. EMPG Status

- [x] Current EMPG Program Participant
- [ ] New EMPG Program Participant

3. [1]Briefly explain why these funds are needed to support emergency management. Be sure to include a statement regarding the whole community concept. (This section should include statements about the whole community and include eligible item such as salaries, utilities, day-to-day operations, planning, training, exercises, essential equipment, etc.)

The EMPG funds assist Rankin County with the payment of salaries for EOC personnel, as well as utilities for the EOC.
There is a whole community concept with shared capabilities and resources such as the LEPC.
The LEPC allows for a strong level of community preparedness. The EMPG funds also allow the EOC to continue to operate and protect our community through response and recovery.

4. Select which description best describes the status of emergency management.

- [ ] Full-time, permanent staff whose primary responsibility is emergency management
- [x] Emergency management duties are assigned to full-time staff with other significant duties
- [ ] Emergency management is a part-time or seasonal position or contracted
- [ ] Emergency management duties are assumed as needed by other staff or elected officials

5. List the name and position of each staff member whose position is funded through the EMPG Program.

EMPG Program Funded Staff	Full-Time or Part- Time	If Part-Time, indicate number
Name: Mike Word Position: Director of Operations	Full	
Name: Beth Miller Position: Administrative Assistant	Full	
Name: Brian Grantham Position: Deputy Director/EMS Coordinator	Full	
Name: Brett Ishee Position: Fire Coordinator	Full	
Name: Marty Letchworth Position: Communications	Full	
Name: Position:		
Name: Position:		

[1] The purpose of EMPG is to provide Federal funds to states to assist state, local, territorial, and tribal governments in preparing for all hazards, as authorized by Section 662 of the Post Katrina Emergency Management Reform Act (6 U.S.C. § 762) and the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. §§ 5121 et seq.).

Attachment: Emergency Management Performance Grant Application (15608 : Approval to Apply for the FY21 Emergency Management

6. In order for MEMA to ensure all costs and activities are reasonable, allowable and support the National Preparedness Goal, please provide clear and comprehensive responses to items a-c below. (Please focus primarily on addressing the bolded wording in the gray boxes.)

a) Provide a description of how the allocated funds will be used and a description of the **objectives**:

This funding is used for the everyday operations of the Rankin County Emergency Operations Center. This also assists in funding EMPG personnel.

b) Please identify below one (or more) of the **32 FEMA Core Capabilities** that your project supports. Additional information about FEMA's Core Capabilities may be found on their website here: https://www.fema.gov/core-capabilities

Prevention	Protection	Response	Recovery	Mitigation
☑ Planning	☑ Planning	☑ Planning	☑ Planning	☑ Planning
☑ Operational Coordination	☑ Operational Coordination	☐ Operational Coordination	☑ Operational Coordination	☑ Operational Coordination
☑ Public Information & Warning	☑ Public Information & Warning	☑ Public Information & Warning	☑ Public Information & Warning	☑ Public Information & Warning
☐ Intelligence and Information Sharing	☐ Intelligence and Information Sharing	☐ Infrastructure Systems	☐ Infrastructure Systems	☑ Community Resilience
☐ Screening, Search, and Detection	☐ Screening, Search, and Detection	☐ Critical Transportation	☐ Economic Recovery	☐ Long-term Vulnerability Reduction
☐ Interdiction and Disruption	☐ Interdiction and Disruption	☑ Environmental Response/Health and Safety	☐ Health & Social Services	☑ Risk & Disaster Resilience Assessment
☐ Forensics and Attribution	☐ Access Control and Identity Verification	☑ Fire Management and Suppression	☐ Housing	☑ Threat & Hazard Identification
	☐ Cybersecurity	☐ Fatality Management	☐ Natural and Cultural Resources	
	☑ Physical Protective Measures	☑ Mass Care Services		
	☑ Risk Management for Protection Programs and Activities	☑ Mass Search and Rescue Operations		
	☐ Supply Chain Integrity and Security	☐ On-scene Security, Protection and Law Enforcement		
		☐ Operational Communications		
		☐ Logistics & Supply Chain Management		
		☐ Public Health, Healthcare & Emergency Medical Services		
		☐ Situational Assessment		

Attachment: Emergency Management Performance Grant Application (15608 : Approval to Apply for the FY21 Emergency Management

c) Provide detail on how these funds will enhance all-hazards preparedness, emergency management, or otherwise benefit your county **(the anticipated outcomes)**. (You can use the core capabilities above to populate this section.)

The EMPG helps to provide necessary equipment and qualified personnel needed to aid in the protection of community.

The following categories are allowable under the EMPG Program: Planning, Organizational, Equipment, Training, Exercises and Management and Administrative. See the MEMA EMPG Subrecipient Program and Application Guidance document for more detailed information.

7. [2]Complete this budget table to itemize all proposed equipment costs from October 1, 2020–September 30, 2021. All costs must be allowable under the 2020 EMPG Program. REMEMBER: Any purchases of $5,000 or more must have prior written approval by the Field Services Bureau Director. Two quotes will be required for any purchases of $5,000 and more.

Description of Equipment	AEL# (as applicable)	Fixed or portable	Quantity	Total Cost

8. Insert requested EMPG dollar amount in the space below. Do not use percentages. (This should not exceed 50 percent of the total EMA budget.).

Category	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	Total
Planning	$27,124.32	$27,124.32	$27,124.32	$27,124.32	$108,497.28
Organization					
Equipment					
Training					
Exercises					
M & A					
Total					$108,497.28

[2]Any changes, additions, etc. to the above plan should be submitted in writing to MEMA via the change of scope form.

Attachment: Emergency Management Performance Grant Application (15608 : Approval to Apply for the FY21 Emergency Management

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The applicant certifies, to the best of his or her knowledge and belief, that:
No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

The applicant shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The applicants' states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Applicant's County:
Rankin County

Name/Title of Authorized Representative:
Mike Word- Director of Operations

Date:
12/29/2020

Attachment: Emergency Management Performance Grant Application (15608 : Approval to Apply for the FY21 Emergency Management

***** PLEASE READ THIS FORM CAREFULLY. PLEASE DATE AND SIGN THIS FORM.*****

OMB Number: 4040-0007
Expiration Date: 02/28/2022

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.

2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C.§§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

Attachment: Emergency Management Performance Grant Application (15608 : Approval to Apply for the FY21 Emergency Management

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
[signature]	Director of Operations
APPLICANT ORGANIZATION	DATE SUBMITTED
Rankin County Emergency Operations	12/29/2020

Standard Form 424B (Rev. 7-97) Back

Attachment: Emergency Management Performance Grant Application (15608 : Approval to Apply for the FY21 Emergency Management

FFATA Reporting Form

Federal Funding Accountability and Transparency Act of 2006

1. Applicant: Rankin County EOC	2. DUNS #: 098170970

3. Registered in SAM (System of Award Management):
- [x] Yes
- [ ] No

4. Physical Address Associated with DUNS#:
Street: 601 Marquette Road
City: Brandon
State: MS
9-Digit ZIP Code: 39042
Country: USA

5. Is your annual gross revenue made up 80% or more in federal contracts, sub-contracts, loans, grants, sub-grants and/or cooperative agreements?
- [ ] Yes
- [x] No

6. Do you receive $25,000 or more in annual gross revenue from federal contracts, sub-contracts, loans, grants, sub-grants and/or cooperative agreements?
- [x] Yes
- [ ] No

7. Is salary information for all top management positions available to the public on SEC.gov?
- [ ] Yes
- [x] No

8. Does your county sub-award any grant funds received from MEMA?
- [ ] Yes
- [x] No

I, Mike Word hereby certify to the best of my knowledge and belief that the report is true, complete, and accurate.

Name: Mike Word
Agency/Organization: Rankin County Emergency Operations Center
Title: Director of Operations
Phone: 601-825-1499
Email: MWord@rankincounty.org

For MEMA Office Use Only:

Grant Award Name_____ Grant Award ID#_____

Grant Award Amount_____ Date Obligated_____

MEMA Official Initials _____ Entered into FSRS.gov by_____ Date Entered_____

MEMA-FFATA 2021

Attachment: Emergency Management Performance Grant Application (15608 : Approval to Apply for the FY21 Emergency Management

Rankin County Emergency Operations Center

601 Marquette Road – Brandon, Mississippi 39042
Telephone: (601) 825-1499 Fax: (601) 824-7219

Mike Word - Director

December 29, 2020

Mr. Gregory S. Michel
Executive Director
Mississippi Emergency Management Agency
Post Office Box 5644
Pearl, Mississippi 39288-5644

Re: FY2021 Emergency Management Performance Grant Application

Dear Director Michel,

Rankin County Emergency Operation is applying for participation in the Emergency Management Performance Grant program and the funding support provided through this program. The required matching funds will be provided from local sources as reported in the enclosed application.

To my knowledge, all of the information provided in this application is correct and has been reviewed by the proper governing body.

If you have any questions regarding this application, please contact our office at 601-825-1499.

Sincerely,

Mike Word
Rankin County Emergency Operations
Director

MW/bam

Attachment: Emergency Management Performance Grant Application (15608 : Approval to Apply for the FY21 Emergency Management

Rankin County Emergency Operations Center

601 Marquette Road – Brandon, Mississippi 39042
Telephone: (601) 825-1499 Fax: (601) 824-7219

Mike Word - Director

December 29, 2020

Gregory S. Michel
Executive Director
Mississippi Emergency Management Agency
Post Office Box 5644
Pearl, Mississippi 39288-5644

Re: FY 2021 Verification of Salaries and Positions paid with EMPG Funds

Dear Director Michel,

This letter is to verify the annual salaries for the positions listed below at Rankin County Emergency Management/Civil Defense.

Employee(s):

Mike Word	Director	$85,927.68
Beth Miller	Administrative Assistant	$34,667.40
Brian Grantham	Deputy Director	$52,700.40
Brett Ishee	Fire Coordinator	$52,700.40
Marty Letchworth	Comm. Specialist	$41,492.40

Sincerely,

Mike Word
Director
Rankin County Emergency Operations Center

Attachment: Emergency Management Performance Grant Application (15608 : Approval to Apply for the FY21 Emergency Management

By signing below, the Emergency Management Agency/Civil Defense Agency certifies that it will accomplish the projected programs to the best of its' ability, will provide the necessary support to accomplish completion and understand and agree that completion of, or progress toward, said projected programs is a condition for participation in the Emergency Management Performance Grant Program. **Note:** Please obtain the signatures of the Emergency Management Director and Authorized Official for the signature blocks in the below certification. The Authorized Official is an individual who has been authorized by the governing body of the county to apply for, accept or decline grants on behalf of the county or organization.

THIS AGREEMENT IS HEREBY ENTERED INTO AS EXECUTED BY THE FOLLOWING OFFICIALS:

Submitted by: _____

_____ 12/29/20

Signature, Local Emergency Management/Civil Defense Agency Director — Date

Approved: _____ County

Jared K Morrison 1-4-21

Signature, President Board of Supervisors/Council/Director — Date

Approved: State of Mississippi

_____ _____

Gregory S. Michel, Executive Director
Mississippi Emergency Management Agency — Date

Attachment: Emergency Management Performance Grant Application (15608 : Approval to Apply for the FY21 Emergency Management

BOARD OF SUPERVISORS
VETERANS AFFAIRS OFFICER

30 December 2020

211 E. Government Street
Brandon, MS 39042

Telephone: (601) 824-2652
Email: fdavis@rankincounty.org

MEMORANDUM FOR: President, Jay Bishop & Members, Rankin County Board of Supervisors

FROM: Fred Davis, Rankin County Veterans Service Officer

REFERENCE: Monthly Activity Report for December 2020

The following is a summary of the fifty-four (54) actions accomplished for veterans and/or their dependents in December 2020:

- Received/processed/assisted twelve (12) veterans for Service Connected Disability Benefits.
- Received/assisted nine (9) requests for Dependency and Indemnity Compensation/Pension Benefits.
- Assisted six (6) veterans and dependents for Aid and Attendance Benefits.
- Received/processed/assisted thirteen (13) veterans to apply for Health Care Service/Benefits.
- Assisted four (4) requests for veteran's Burial Benefits.
- Assisted four (4) veterans to procure their Military Discharge/Medals for Veterans Benefits.
- Assisted three (3) veterans to procure Veteran Home/Nursing Home assistance.
- Assisted three (3) veterans to apply for Power of Attorney support for Veterans Benefits.

Respectfully,

Frederick W. Davis, Jr.

Copy Furnished: Rankin County Supervisor

Attachment: Vardoc Veterans Service Officer Monthly Activity Repoirt for December 2020 (15615 : Various Documents)

Exchange: _____ Serial No.: _____

Engineer: Richard Berryman

Tel. No.: 601-337-0282

PERMIT APPLICATION FOR USE AND OCCUPANCY AGREEMENT FOR THE CONSTRUCTION OR ADJUSTMENT OF A UTILITY FACILITY ALONG OR ACROSS _____ COUNTY ROAD

PROJECT NO. 070.44631 RANKIN COUNTY

UTILITY NAME Natural Gas

BY Atmos Energy

ADDRESS 4155 Industrial Drive Jackson, MS, HEREIN CALLED APPLICANT proposes to construct a natural gas Utility Facility along or across Turtle Creek Dr. County Road(s), said facility to be installed between _____ and _____

List all County Roads involved (also to be listed on the Rankin County 48 Hour Project Form):
Replacing 1 inch steel main along Turtle Creek Drive with 2" HDPE main.

_____ in Rankin County, Mississippi, and hereby makes application to Rankin County for the construction permit. Attached hereto are drawings or plans for construction, which will not be changed or altered without approval of the Board of Supervisors, or its authorized representative.

WHEREAS, the Legislature of Mississippi has heretofore granted to the Applicant the right to locate its facilities upon, across, under, over, and along public highways and streets within the State of Mississippi. Applicant agrees to comply with applicable provisions of the Policy for the Accommodation of Utility Facilities within the Rights-of-Way of all Public County Roads (hereinafter referred to as the "Policy" promulgated by the State Aid Engineer on January 17, 1972), and which is hereby made a part of this Application Agreement, and agreed to perform the construction according to the applicable industry code and according to the plans and specification for the Project.

The Applicant shall be responsible for future maintenance and repairs of the facilities. The Applicant shall make future adjustments in, or relocate, the facilities then required for maintenance or improvements of public county roads. The Applicant shall receive no compensation for future adjustments or relocations of the facilities as a result of maintenance to or improvement of public county roads. By applying for this permit, the Applicant acknowledges and agrees that it shall make adjustments to or relocation of the facilities within a period of sixty (60) days from the date requested to do so by Rankin County, the failure of which shall result in a withdrawal of Applicant's rights hereunder. Further, any maintenance, repair, or construction shall be done in such a manner as to occasion the least possible interference with the normal flow and safety of traffic.

Attachment: Atmos Energy Utility Permit Turtle Creek Dr. (15587 : Request for Approval of Atmos Energy Utility Permit to Replace a 1 Inch

RANKIN COUNTY UTILITY PERMIT

The permit for the installation or adjustment of the utilities applied for is granted under the authority of the Rankin County Board of Supervisors Road Right-of-Way permit policy. The following conditions must be satisfied in order for this Permit to remain valid:

1. Applicant and/or Contractor performing services must display a minimum 20 inch by 20 inch sign indicating the name of the applicant and the name of the contractor performing services (if applicable) at an obvious and visible location in close proximity to the location where utilities are being installed/relocated.

2. A copy of the approved utility permit application and a copy of this Permit must be placed in all vehicles utilized by Applicant and/or Contractor.

3. **All Utilities must be buried to a depth that provides a minimum of 5 feet of cover over the utility. Any utilities found to have been located or relocated at a shallower depth shall be relocated to the proper depth by the Applicant at Applicant's sole expense within thirty (30) days from the date upon which the applicant is notified of the violation. Note that for utility placement or relocation resulting from a county road construction project, all utilities shall be buried to a depth that provides a minimum of 5 feet of cover over the utility based on the final grades achieved at completion of the road project. Utilities that are located or relocated in violation of these requirements shall subject Applicant to reimbursement of Rankin County for any and all damages incurred by Rankin County occasioned thereby. Any applicant failing to meet the requirements of this paragraph 3 or any other requirement of this permit shall be refused a permit in the future until such time as the violation has been cured or the damages reimbursed to the satisfaction of Rankin County.**

4. Any Utility that crosses a county road must be incased.

5. The Applicant shall provide CAD FORMAT (or other appropriate digital format suitable for county use), AS BUILT DRAWINGS DEPICTING DESCRIPTION, LOCATION AND DEPTH OF ALL INSTALLED UTILITIES to the Rankin County Road Manager and the Rankin County Consulting Engineer. A ".pdf" version of as built drawings must be delivered to the Rankin County Administrator at project completion.

APPROVED this the 4th day of JANUARY 2021. This Permit shall expire and become null and void _____ days from the date of approval and/or issuance.

RANKIN COUNTY ROAD MANAGER

Name of Applicant: Atmos Energy - Richard Berryman
Location of Project: Turtle Cree Dr.
Type of Utility: Natural Gas 1 inch steel main w/ 2" HDPE main

Attachment: Atmos Energy Utility Permit Turtle Creek Dr. (15587 : Request for Approval of Atmos Energy Utility Permit to Replace a 1 Inch

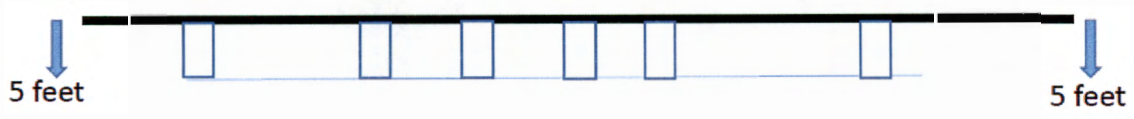
"EXHIBIT A"

Utility Contractor Requirements & Responsibilities:

1) Fill out a utility permit form entirely and include the following:
   a) Permits in the back 8 foot Right of Way do not require detailed drawings, only an outline drawing of the project with enough detail to denote which side of the road the utility will be placed.
   b) Detailed drawings are required when work is outside the back 8 foot of Right of Way and shall provide enough detail with dimensions from existing features so that the install location can be easily field reviewed.
   c) Verification of utility easements for subdivision is the contractor's responsibility.
   d) Submit entire utility permit package to Janice Dendy at **adjd@rankincounty.org**

2) Once approved by the Board of Supervisors the Contactor will be notified via email from Janice Dendy.
   a) After receiving the approved utility permit all correspondence will be **utpermit@rankincounty.org**
   b) 48 hour notice form is required to **utpermit** email address before the start date of work.
   c) The point of contact must be knowledge of the permit and able to effectively communicate with the inspector.

3) Boring/Excavating Operations:
   a) Operational days are only Monday through Friday.
   b) All utility must be potholed by a smooth mouth excavator or hydro excavation.
   c) Cable placement must be marked.
   d) Flat boring is the only boring authorized. No Rainbowing boring is allowed.
   e) All excavators MUST be smooth mouthed buckets only (teeth buckets Not allowed).
   f) One Boring Rig is allowed six pits within a 48-hour time frame.
   g) Boring holes will only be at a depth of 5 feet
   h) *When not actively working open holes wrap with orange safety construction fencing.*
   i) All task(s) should be completed by 5 pm during weekdays. **All** pits must be closed over the weekend and Holidays.
   j) Holes will be filled with compactable dirt or select material.
   k) Anything impeding the roadway will be filled with crushed aggregate.



4) Upon completion of the work, as-built drawings in PDF format shall be submitted to the Rankin County Road Manager within 90 days of completed utility installation.
   a) The minimum required detail of the as-built drawings shall be the same as required with the original permit submittal. If utility installation is outside the area of the approved permitting location, the contractor will be responsible for removing and relocating the utilities.

Attachment: Atmos Energy Utility Permit Turtle Creek Dr. (15587 : Request for Approval of Atmos Energy Utility Permit to Replace a 1 Inch

5) **Suspension of Permit:**
   a) If damage occurs at worksite the permit will be suspended for 2 business days.

   b) The second occurrence of damage at the worksite will result in a 5 business day suspension.

   c) The third occurrence of damage at the worksite will result in termination of the utility permit, complete operational shutdown and equipment removal. The contractor will have to meet with the county Board a Supervisor for approval of future operations within the county.

Attachment: Atmos Energy Utility Permit Turtle Creek Dr. (15587 : Request for Approval of Atmos Energy Utility Permit to Replace a 1 Inch

RESOLUTION APPROVING A CONDITIONAL USE PERMIT FOR HALE FIREWORKS/JONATHAN POND, 106 BUILDERS SQUARE DR., BRANDON, MS 39047

WHEREAS, Hale Fireworks & Jonathan Pond did file a petition for a conditional use permit to operate a fireworks stand at 106 Builders Square Drive, Brandon, MS 39047; and

WHEREAS, all notice requirements of the Zoning Ordinance of Rankin County were accomplished and a public hearing was held on January 4, 2021, as required; and,

WHEREAS, The Planning Commission upon conclusion of the scheduled meeting on December 3, 2020 adopted a motion authorizing the Planning Staff to publish notice of public hearing for the request to operate a fireworks stand at 106 Builders Square Drive, Brandon, MS 39047

WHEREAS, the Board of Supervisors of Rankin County, Mississippi, have the final authority with regard to all matters involving the Zoning Ordinance; and

WHEREAS, the Board of Supervisors are fully familiar with the request and the area involved in the request; and

BE IT RESOLVED by the Board of Supervisors of Rankin County, Mississippi that the request to operate a fireworks stand at 106 Builders Square Drive, Brandon, MS 39047, is hereby granted and such action is taken pursuant to the findings of fact set out as follows:

1. **The Board of Supervisors of Rankin County, Mississippi, have the final authority with regard to all matters involving the Zoning Ordinance.**

2. **The recommendation of the Planning Commission is advisory in nature.**

3. **The Board of Supervisors used their common knowledge and familiarity with the subject property and the surrounding neighborhood in determining its findings contained in this order.**

4. **This action will promote the general welfare of Rankin County and will not adversely affect adjacent property. Future projects within the designated area will remain subject to the Zoning Ordinance and approval of site plans or other matter will allow the County to continue to monitor the area.**

5. **The granting of this action does not relieve this request from compliance with any applicable law, court order, covenants or contracts.**

Attachment: Resolution approving conditional use permit for Hale Fireworks Jonathan Pond 106 Builders Square (15589 : Public Hearing for

The foregoing Resolution, having been reduced to writing, Supervisor Gaines moved that said Resolution be adopted. Supervisor Bishop seconded the motion. The vote was as follows:

Supervisor Morrison voted:	AYE
Supervisor Cross voted:	AYE
Supervisor Calhoun voted:	AYE
Supervisor Gaines voted:	AYE
Supervisor Bishop voted:	AYE

Whereupon the President of the Board declared the motion carried and the resolution approved and adopted.

The foregoing resolution was approved this 4th day of January 4, 2021.

Jared K Morrison

JARED MORRISON, PRESIDENT
RANKIN COUNTY BOARD OF SUPERVISORS

ATTEST:

Larry Swales

LARRY SWALES, CLERK OF THE BOARD

by: Hood DC

CHANCERY CLERK
RANKIN COUNTY, MS

Attachment: Resolution approving conditional use permit for Hale Fireworks Jonathan Pond 106 Builders Square (15589 : Public Hearing for

INTERLOCAL AGREEMENT BETWEEN THE RANKIN COUNTY CHANCERY CLERK, THE RANKIN COUNTY BOARD OF SUPERVISORS AND THE RANKIN COUNTY SCHOOL DISTRICT REGARDING USE OF EXCESS FEE INCOME REMITTED TO RANKIN COUNTY PURSUANT TO MISS. CODE ANN. SECTION 9-1-43(1)

THIS INTERLOCAL AGREEMENT is made this the 4th day of JANUARY, 2020, between the Rankin County Chancery Clerk (hereinafter "Clerk"), the Rankin County Board of Supervisors (hereinafter "Board") and the Rankin County School District (hereinafter "School District") pursuant to the provisions of the Mississippi Interlocal Corporation Act, *Miss. Code Ann.* §17-13-1, *et seq.*, as amended (hereinafter the "Interlocal Act"). This Interlocal Agreement outlines the cooperative agreement by which each entity described above will utilize excess fee income delivered by Clerk to Board pursuant to Miss. Code Ann. Section 9-1-43(1) and remitted by Board to School District for use in enhancing athletic-related activities among specified High Schools within the School District. This undertaking shall be known by the School District, Clerk and Board as the "Athletic Activities Improvement Fund for 2020-2021."

I. RECITALS

WHEREAS, the Clerk, the Board and the School District have a joint interest and wish to work collectively in providing funding for enhanced athletic related activities at specified High Schools within the School District. Special attention is given to High Schools located in areas of the County with greater rural population and located outside municipalities; and

WHEREAS, the School District is a political subdivision of the State of Mississippi under the provisions of Title 37 of the Mississippi Code. The School District is authorized to contract and enter into agreements with counties, and specifically to utilize Interlocal Agreements for that purpose, pursuant to *Miss. Code Ann. §37-7-301.*

Attachment: Interlocal Agreement Rankin County Chancery Clerk & RCSD (15591 : Approval of Interlocal Agreement Between Rankin County

WHEREAS, Clerk is an elected official subject to Miss. Code Ann. Section 9-1-43(1) and County is a unit of government operating under the laws of the State of Mississippi as a county pursuant to *Miss. Code Ann. §19-3-41, et seq.,* including the right to enter into this Interlocal Agreement on behalf of the Clerk and the Rankin County, Mississippi Board of Supervisors.

II. AGREEMENT

NOW, THEREFORE, in consideration of the terms and conditions contained herein, the Clerk, District and the County agree as follows:

The recitals set forth above are herein incorporated by reference and made a part of this Interlocal Agreement, as are any exhibits attached to this Interlocal Agreement.

1. **PURPOSE:** The purpose of this Interlocal Agreement is to define the rights, duties, obligations, and responsibilities for the Clerk, School District and the County in providing funding for enhanced athletic related activities at specified High Schools within the School District and in cooperating in carrying out the intention of the parties with respect to the manner in which said funding is utilized for the stated purposes.

2. **PERIOD OF PERFORMANCE AND TERM:** This Interlocal Agreement shall be in effect and remain in effect from the effective date as established herein until terminated by the signatories in accordance with paragraph 7 hereof and shall become effective on the occurrence of the following, whichever is later, being (1) the approval of this Interlocal Agreement by the Clerk, the Board of the School District and by the Board of Supervisors of Rankin County with proper and appropriate signatories completed; and, (2) the approval hereof by the Mississippi Attorney General's office pursuant to *Miss. Code Ann.* §17-13-11 (1972).

Attachment: Interlocal Agreement Rankin County Chancery Clerk & RCSD (15591 : Approval of Interlocal Agreement Between Rankin County

3. **DUTIES OF ALL MEMBERS:** The Clerk, School District and the County herein agree:

a. Annually, but only if excess funds are available and only if the Board of Supervisors authorizes use of funds in accordance herewith, during the term hereof, the Clerk shall remit to the County a sum or sums totaling the amount reflected on Exhibit "A" hereto in accordance with Miss. Code Ann. Section 9-1-43(1);

b. Upon receipt by the County of the sum or sums reflected on Exhibit "A" hereto, the County shall remit said sum or sums to the School District to be disbursed in the specific amounts and used in strict conformity with the terms and conditions set forth in Exhibit "A;"

c. The School District shall receive the sum or sums and shall, within fifteen (15) days from receipt of said sum or sums, remit same as reflected on Exhibit "A" hereto to be used in strict conformity with the terms and conditions set forth in Exhibit "A."

4. **GOVERNING LAW:** This Agreement and the performance thereof shall be governed and construed in accordance with the laws of the State of Mississippi and venue for any disputes hereunder shall be Rankin County, Mississippi.

5. **SEVERABILITY:** If any provision of this Interlocal Agreement is deemed by a Court to be invalid or unenforceable, the other provisions shall remain in full force and effect and the remaining provisions hereof shall be construed liberally in order to effectuate the purposes of this Agreement.

6. **AMENDMENT:** This Interlocal Agreement may be amended at any time by the mutual consent of the parties who are signatories to this Agreement pursuant to the provisions of the Interlocal Act, *Miss. Code Ann.* §17-13-1, *et seq.*

7. **TERMINATION:**

(a) This Agreement will terminate upon the final expenditure of funds contemplated herein, following a review by all parties as to the appropriate

Attachment: Interlocal Agreement Rankin County Chancery Clerk & RCSD (15591 : Approval of Interlocal Agreement Between Rankin County

distribution and use of the funds and an acknowledgment that no claw-back of funds is called for.

(b) Termination for cause. In the event any party fails to comply with the terms and conditions of this Agreement, the non-defaulting party or parties shall give thirty (30) days' written notice to terminate the Agreement. The Agreement shall then terminate thirty (30) calendar days from the date of the written notice.

(c) Termination by mutual agreement. The Clerk, County or School District may terminate this Agreement in whole or in part, at any time, by mutual agreement within thirty (30) calendar days by written notice from any party to the others.

8. **NOTICE:** Any written notice given hereunder shall be deemed effectively delivered when personally delivered, by recognized overnight courier, or five (5) days after being deposited in the United States Mail, first class postage prepaid, or by certified mail, return receipt requested, addressed as follows:

if to the County:
Board President
Rankin County Board of Supervisors
211 East Government Street, Suite A
Brandon, MS 39042

With copy to:
County Administrator
Rankin County Board of Supervisors
211 East Government Street, Suite A
Brandon, MS 39042

if to the School District:
Rankin County School District
ATTN: Superintendent
221 Apple Park Place, Brandon, MS 39042

if to Chancery Clerk:
Larry Swales, Rankin County Chancery Clerk
211 East Government Street, Suite C
Brandon, MS 39042

Attachment: Interlocal Agreement Rankin County Chancery Clerk & RCSD (15591 : Approval of Interlocal Agreement Between Rankin County

or to other such addresses, or to the attention of such other person, as any party may designate by notice to be delivered in like manner.

9. **ENTIRE AGREEMENT:** This Interlocal Agreement sets forth the entire agreement of the signatories with respect to this subject matter hereof and supersedes all prior agreements and understandings of the subject matter hereof and may not be modified, supplemented or amended without mutual agreement amongst the parties to this Agreement.

10. **RECORDS:** All records regarding this Interlocal Agreement and its terms shall be maintained by each signatory to this Agreement for the life of the Agreement and shall be available to each party upon written request.

IN WITNESS HEREOF, the parties have entered into this Interlocal Agreement as of final date written below.

RANKIN COUNTY BOARD OF SUPERVISORS

By: Jared K Morrison Date: 1-4-21
Board President

Attest: Larry Swales
Clerk of the Board
by: JHood DC

CHANCERY CLERK RANKIN COUNTY, MS

RANKIN COUNTY SCHOOL DISTRICT

By: Lee Townsend Date: 12/9/20
Authorized Representative

RANKIN COUNTY CHANCERY CLERK

By: Larry Swales Date: 1-4-21
Larry Swales
by: JHood DC

CHANCERY CLERK RANKIN COUNTY, MS

Attachment: Interlocal Agreement Rankin County Chancery Clerk & RCSD (15591 : Approval of Interlocal Agreement Between Rankin County

ACKNOWLEDGMENTS

STATE OF MISSISSIPPI
COUNTY OF RANKIN

Personally appeared before me, the undersigned authority in and for the said county and state, on this 4th day of January, 2020, within my jurisdiction, the within named Jared Morrison and Larry Swales, duly identified before me, who acknowledged that he/she/they is/are the President of the RANKIN COUNTY, MISSISSIPPI BOARD OF SUPERVISORS and the Clerk of the Board, respectively, and that for and on behalf of said County, and as its act and deed, he/she/they sealed and executed the above and foregoing instrument, after first having been duly authorized by said County so to do.

LARRY SWALES
RANKIN CO. CHANCERY CLK.
By: _____ D.C.

My Commission Expires Jan. 6, 2024
NOTARY PUBLIC

My Commission Expires: _____

CHANCERY CLERK
RANKIN COUNTY, MS

STATE OF MISSISSIPPI
COUNTY OF RANKIN

Personally appeared before me, the undersigned authority in and for the said county and state, on this 9th day of DECEMBER, 2020, within my jurisdiction, the within named SUE TOWNSEND, duly identified before me, who acknowledged that he/she is Authorized Representative of the **RANKIN COUNTY SCHOOL DISTRICT**, a Political Subdivision of the State of Mississippi, and that for and on behalf of said School District, and as its act and deed, he/she sealed and executed the above and foregoing instrument, after first having been duly authorized by said School District so to do.

STATE OF MISSISSIPPI
NOTARY PUBLIC
ID # 116466
CRAIG L. SLAY
Commission Expires
May 24, 2024
RANKIN COUNTY

_____
NOTARY PUBLIC

My Commission Expires: _____

Attachment: Interlocal Agreement Rankin County Chancery Clerk & RCSD (15591 : Approval of Interlocal Agreement Between Rankin County

STATE OF MISSISSIPPI
COUNTY OF RANKIN

Personally appeared before me, the undersigned authority in and for the said county and state, on this 4th day of January, 2020, within my jurisdiction, the within named Larry Swales, duly elected Chancery Clerk for Rankin County, Mississippi and identified before me, who acknowledged that he is the Chancery Clerk for RANKIN COUNTY, MISSISSIPPI and that for and on behalf of the Office of Chancery Clerk, and as its act and deed, he sealed and executed the above and foregoing instrument, after first having been duly authorized so to do.

LARRY SWALES
RANKIN CO. CHANCERY CLK.
By: _____, D.C.

My Commission Expires Jan. 6, 2024

NOTARY PUBLIC

My Commission Expires: _____

CHANCERY CLERK
RANKIN COUNTY, MS

Attachment: Interlocal Agreement Rankin County Chancery Clerk & RCSD (15591 : Approval of Interlocal Agreement Between Rankin County

EXHIBIT "A" TO INTERLOCAL AGREEMENT

1. Total amount of excess fee income funds to be remitted by Rankin County Chancery Clerk to Rankin County Board of Supervisors pursuant to Miss. Code Ann. Section 9-1-43(1) that is subject to this Interlocal Agreement:

   $ 230,000.00

2. List of Rankin County School District High Schools, and, specifically the athletic-related programs and activities associated with each high school identified, eligible to participate in distribution of excess funds subject to this Interlocal Agreement, with corresponding amount of eligible distribution of funds:

a.	Pisgah High School	$37,500
b.	Puckett High School	$37,500
c.	McLaurin High School	$37,500
d.	Pelahatchie High School	$37,500
e.	Florence High School	$20,000
f.	Richland High School	$20,000
g.	Brandon High School	$20,000
h.	Northwest Rankin High School	$20,000

3. Funds subject to this Interlocal Agreement shall be subject to claw-back at the discretion of any party hereto in the event it can be demonstrated that funds subject to this Agreement have been used in a manner not consistent with the intention of the parties. As examples of uses of funds subject to claw-back, any expenditure of funds for purposes that are not in support of athletic-related activities, or remittance of funds to schools not listed in this Agreement.

4. All parties to this Agreement acknowledge and agree that this Agreement may be publicized or made the subject of media reports or articles. All parties specifically permit any other party to provide copies of this Agreement to any third party and to provide publicity or make statements with respect to the subject matter hereof.

5. All parties acknowledge and agree that the use of, and expenditure of, the funds allocated hereby shall be the subject of consultation and agreement by and between the appropriate designee or designees of the Rankin County School District and the Principal and/or Athletic Director of each respective High School identified herein. Failure to follow this paragraph 5 shall be the basis for triggering the claw-back provisions of paragraph 3.

6. RCSD may not reduce funding from other sources that would otherwise be allocated by RCSD to the high schools listed herein in the nature of an offset for the allocation identified herein.

Attachment: Interlocal Agreement Rankin County Chancery Clerk & RCSD (15591 : Approval of Interlocal Agreement Between Rankin County

DELBERT HOSEMANN
Secretary of State

This is not an official certificate of good standing.

Name History

Name	Name Type
THE MISSISSIPPI METHODIST HOSPITAL AND REHABILITATION CENTER, INC.	Legal
Methodist Specialty Care Center DBA	Previous Fictitious Name
Methodist Pain Management DBA	Previous Fictitious Name
Methodist Orthotics & Prosthetics DBA	Previous Fictitious Name
Methodist Spine & Joint DBA	Previous Fictitious Name
Methodist Rehabilitation Center DBA	Previous Fictitious Name
Methodist Outpatient Rehabilitation DBA	Previous Fictitious Name
Methodist Outpatient Therapy	Fictitious Name
Methodist Rehabilitation Center	Fictitious Name
Methodist Physical Medicine	Fictitious Name
Methodist Specialty Care Center	Fictitious Name
Methodist Pain Management	Fictitious Name
Methodist Orthotics & Prosthetics	Fictitious Name

Business Information

Business Type:	Non Profit Corporation
Business ID:	104167
Status:	Good Standing
Effective Date:	05/27/1969
State of Incorporation:	Mississippi
Principal Office Address:	1350 E WOODROW WILSON DR JACKSON, MS 39216-5198

Registered Agent

Name

Voynik, Tammy
Methodist Rehab Center;1350 E Woodrow Wilson
Jackson, MS 39216

Officers & Directors

Name	Title

Attachment: Tax Exemption request received from Mississippi Methodist Hospital and Rehabilitation Center Inc. for several parcels and

F0070
Fee: $ 25

Michael Watson
SECRETARY OF STATE

2020019806

Business ID: 104167
Filed: 01/30/2020 04:52 PM
Michael Watson
Secretary of State

Fictitious Business Name Registration

Business Information

Business ID: 104167
Legal Name: THE MISSISSIPPI METHODIST HOSPITAL AND REHABILITATION CENTER, INC.
Business Type: Non-Profit Corporation

Fictitious Business Name Information

Fictitious Business Name: Methodist Outpatient Therapy
NAICS Code: 622310 - Specialty (except Psychiatric and Substance Abuse) Hospitals

Street Address(es) of Business Using Name

102 S. Perkins St.
Ridgeland, MS 39157

1 Layfair Drive, Suite 110
Flowood, MS 39232

Signature

The Applicant, through its undersigned authorized representative, is familiar with the provisions of Mississippi Code Annotated §75-93-1 et seq. and understands that filing this form creates no exclusive rights in or to the Fictitious Business Name which is the subject of this application as of this day ***01/16/2020***.

Name:
Tammy Voynik
Vice President

Address:
1350 E. Woodrow Wilson
Jackson, MS 39216

P.O. BOX 136
JACKSON, MS 39205-0136

TELEPHONE: (601) 359-1633

Attachment: Tax Exemption request received from Mississippi Methodist Hospital and Rehabilitation Center Inc. for several parcels and

F0070
Fee: $ 25

Michael Watson
SECRETARY OF STATE

2020019742

Business ID: 104167
Filed: 01/30/2020 04:34 PM
Michael Watson
Secretary of State

Fictitious Business Name Registration

Business Information

Business ID: 104167
Legal Name: THE MISSISSIPPI METHODIST HOSPITAL AND REHABILITATION CENTER, INC.
Business Type: Non-Profit Corporation

Fictitious Business Name Information

Fictitious Business Name: Methodist Physical Medicine
NAICS Code: 621498 - All Other Outpatient Care Centers

Street Address(es) of Business Using Name

1 Layfair Drive, Suite 100
Flowood, MS 39232

Signature

The Applicant, through its undersigned authorized representative, is familiar with the provisions of Mississippi Code Annotated §75-93-1 et seq. and understands that filing this form creates no exclusive rights in or to the Fictitious Business Name which is the subject of this application as of this day ***01/16/2020***.

Name:	***Address:***
Tammy Voynik *Vice President*	1350 E. Woodrow Wilson Jackson, MS 39216

P.O. BOX 136
JACKSON, MS 39205-0136

TELEPHONE: (601) 359-1633

Attachment: Tax Exemption request received from Mississippi Methodist Hospital and Rehabilitation Center Inc. for several parcels and

F0070
Fee: $ 25

Michael Watson
SECRETARY OF STATE

2020019542

Business ID: 104167
Filed: 01/30/2020 04:35 PM
Michael Watson
Secretary of State

Fictitious Business Name Registration

Business Information

Business ID: 104167
Legal Name: THE MISSISSIPPI METHODIST HOSPITAL AND REHABILITATION CENTER, INC.
Business Type: Non-Profit Corporation

Fictitious Business Name Information

Fictitious Business Name: Methodist Specialty Care Center
NAICS Code: 623110 - Nursing Care Facilities (Skilled Nursing Facilities)

Street Address(es) of Business Using Name

1 Layfair Dr., Suite 500
Flowood, MS 39232

Signature

The Applicant, through its undersigned authorized representative, is familiar with the provisions of Mississippi Code Annotated §75-93-1 et seq. and understands that filing this form creates no exclusive rights in or to the Fictitious Business Name which is the subject of this application as of this day ***01/16/2020***.

Name:	***Address:***
Tammy Voynik *Vice President*	1350 E. Woodrow Wilson Jackson, MS 39216

P.O. BOX 136
JACKSON, MS 39205-0136

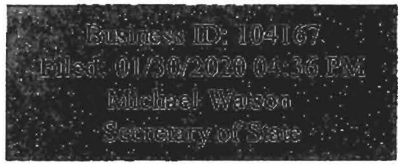
TELEPHONE: (601) 359-1633

Attachment: Tax Exemption request received from Mississippi Methodist Hospital and Rehabilitation Center Inc. for several parcels and

F0070
Fee: $ 25

Michael Watson
SECRETARY OF STATE

2020019624



Fictitious Business Name Registration

Business Information

Business ID: 104167
Legal Name: THE MISSISSIPPI METHODIST HOSPITAL AND REHABILITATION CENTER, INC.
Business Type: Non-Profit Corporation

Fictitious Business Name Information

Fictitious Business Name: Methodist Pain Management
NAICS Code: 621498 - All Other Outpatient Care Centers

Street Address(es) of Business Using Name

1 Layfair Drive, Suite 400
Flowood, MS 39232

Signature

The Applicant, through its undersigned authorized representative, is familiar with the provisions of Mississippi Code Annotated §75-93-1 et seq. and understands that filing this form creates no exclusive rights in or to the Fictitious Business Name which is the subject of this application as of this day ***01/16/2020***.

Name:	***Address:***
Tammy Voynik	1350 E. Woodrow Wilson
Vice President	Jackson, MS 39216

P.O. BOX 136
JACKSON, MS 39205-0136

TELEPHONE: (601) 359-1633

Attachment: Tax Exemption request received from Mississippi Methodist Hospital and Rehabilitation Center Inc. for several parcels and

F0070
Fee: $ 25

Michael Watson
SECRETARY OF STATE

2020019638

Business ID: 104167
Filed: 01/30/2020 04:36 PM
Michael Watson
Secretary of State

Fictitious Business Name Registration

Business Information

Business ID: 104167
Legal Name: THE MISSISSIPPI METHODIST HOSPITAL AND REHABILITATION CENTER, INC.
Business Type: Non-Profit Corporation

Fictitious Business Name Information

Fictitious Business Name: Methodist Orthotics & Prosthetics
NAICS Code: 339113 - Surgical Appliance and Supplies Manufacturing

Street Address(es) of Business Using Name

1607 Louisville Ave.
Monroe, LA 71201

1207 Office Park Drive, Suite A
Oxford, MS 38655

804 First St.
Cleveland, MS 38732

1 Layfair Drive, Suite 300
Flowood, MS 39232

101 G.T. Thames Drive, Suite A
Starkville, MS 39759

1600 14th St.
Meridian, MS 39301

107 Fairfield Drive, Suite 10
Hattiesburg, MS 39402

Signature

The Applicant, through its undersigned authorized representative, is familiar with the provisions of Mississippi Code Annotated §75-93-1 et seq. and understands that filing this form creates no exclusive rights in or to the Fictitious Business Name which is the subject of this application as of this day ***01/16/2020***.

Name:
Tammy Voynik
Vice President

Address:
1350 E. Woodrow Wilson
Jackson, MS 39216

P.O. BOX 136
JACKSON, MS 39205-0136

TELEPHONE: (601) 359-1633

Attachment: Tax Exemption request received from Mississippi Methodist Hospital and Rehabilitation Center Inc. for several parcels and

Michael Watson
SECRETARY OF STATE

This is not an official certificate of good standing.

Name History

Name	Name Type
MISSISSIPPI METHODIST REHABILITATION CENTER AUXILIARY, INC.	Legal

Business Information

Business Type:	Non Profit Corporation
Business ID:	104169
Status:	Good Standing
Effective Date:	12/04/1978
State of Incorporation:	Mississippi
Principal Office Address:	1350 E WOODROW WILSON DR JACKSON, MS 39216-5198

Registered Agent

Name

Voynik, Tammy M
Methodist Rehabilitation Center, 1350 E Woodrow Wilson
Jackson, MS 39216

Officers & Directors

Name	Title
HILTON LADNER 2573 LAKE CIRCLE JACKSON, MS 39211	Incorporator
JAMES A ALEXANDER JR 219 PARK LANE PLACE JACKSON, MS	Incorporator
ROBERT E WHITE 6034 WAVERLY DRIVE JACKSON, MS 39206	Incorporator
SHELBY MCKAY 5430 MEADOW OAKS	Incorporator

Attachment: Tax Exemption request received from Mississippi Methodist Hospital and Rehabilitation Center Inc. for several parcels and

John A. Sullivan
TAX ASSESSOR
RANKIN COUNTY

211 EAST GOVERNMENT STREET
Suite C
BRANDON, MISSISSIPPI 39042

(601) 825-1470
(601) 355-0527
Fax (601) 824-2457

November 16, 2020

Rankin County Board of Supervisors
211 East Government Street, Suite A
Brandon, MS 39042

Re: The Mississippi Methodist Hospital & Rehabilitation Center, Inc.
Parcel Number(s): E10H 10, E10H 15, E10H 15 10, E10H 16 10, E10H 16 20, E10H 15 20, E10H 16 270, E10L 3 140, E10L 3 230, F10E 14 280, F10E 14 300, F10E 14 310, F10E 14 240, F10E 14 290, F10I 2 240
Personal Property PPIN: 14341

Gentlemen:

Mississippi Methodist Hospital & Rehabilitation Center, Inc. request the Rankin County Board of Supervisors grant non-profit exempt status on the real and personal property owned and used by The Mississippi Methodist Hospital & Rehabilitation Center, Inc.

Thank you for your consideration of this matter.

Sincerely,

John A. Sullivan

John A Sullivan

Attachment: Tax Exemption request received from Mississippi Methodist Hospital and Rehabilitation Center Inc. for several parcels and

Application for Tax Exemption for 20 20

Date Filed: ___
Initials: ___
Office Use Only

Requested in Office On or Before June 1st

1. OWNER: The Mississippi Methodist Hospital & Rehabilitation Center, Inc.
2. ADDRESS OF PARCEL 1 Layfair Drive, Flowood MS 39232
3. PARCEL # Multiple - See Attached MAP# _____
4. DESCRIPTION OF PROPERTY Outpatient Hospital Operations/Clinics
5. DATE PROPERTY ACQUIRED: 1980 + 1985

MARK THE LISTING BELOW THAT QUALIFIES AS A NOT FOR PROFIT:

Religious Society ____	Patriotic Society ____
Ecclesiastical Body ____	Garden Club ____
Charitable Society ____	Pilgrimage Club ____
Historical Society ____	Fraternal or Benevolent ____

Other Non profit Charitable Hospital

6. If Owner is Incorporated, attach a copy of the Charter from MS. Sec. of State and/or Federal IRS Letter of Exemption. See Attached Letter
7. State the EXACT use of Property as of Jan. 1st, 2020 (If used as a place of residence list name and title of occupant) Be SPECIFIC as to the USE of Property as of Jan. 1st of filing year _____
8. Is any rent or income received from this property? ___ How Much? ___
   List Source of stated income. See Attached Letter
9. Review the attached copy of the law (Section 27-31-1) and list the specific Section number that applies to your Organization: 27-31-1 (f)

Please Attach or enclose any other information (see instructions) which you may feel would be beneficial in the determination of your Tax Exempt Status. See Attached Letter

FOR OFFICE USE ONLY:

Approved ___ Not Approved ___

Name: _____

Title: _____

Date: _____

Person Filing Application:

Print Name: Tammy Young

Sign Name: _____

Title: VP Legal Affairs

Mailing Address: 1350 E. woodrow Wilson
Jackson MS 39216

Telephone# 601-364-3542

Attachment: Tax Exemption request received from Mississippi Methodist Hospital and Rehabilitation Center Inc. for several parcels and

Earl R. Wilson Founding Chairman
METHODIST
REHABILITATION CENTER

February 7, 2020

Via email: *klewis@rankincounty.org*

Rankin County Tax Assessor
C/O John Sullivan
211 E. Government St., Suite C
Brandon, MS 39042

Re: Request for Total Tax Exemption
Mississippi Methodist Hospital & Rehabilitation Center, Inc.
1 Layfair Drive, Suites 100, 110, 300, 400, and 500, Flowood, MS 39232

Dear Tax Assessor:

Please accept this request for total tax exemption for property belonging to Mississippi Methodist Hospital & Rehabilitation Center, Inc., located at 1 Layfair Drive, Suites 100, 110, 300, 400, and 500, Flowood, MS 39232 (Methodist's "East Campus"). It recently came to our attention that exemptions are not automatic for non-profit hospital operations conducted in Rankin County, but that a formal request for ad valorem tax exemption must be filed.

Mississippi Methodist Hospital & Rehabilitation Center (also referred to as "Methodist") operates an in-patient comprehensive rehabilitation hospital located in Hinds County, Mississippi providing acute inpatient rehabilitation medical care to people who have had a stroke, brain injury, spinal cord injury or other debilitating injury or illness. In furtherance of its mission, Methodist also operates outpatient physical therapy locations located in Madison and Rankin Counties, Orthotics & Prosthetics Offices throughout Mississippi (including Rankin County) and Louisiana, as well as a Nursing Facility for the Severely Disabled located in Rankin County. These operations are divisions, or service lines, of the nonprofit hospital. They are not separate legal entities.

Methodist is exempt from federal taxation pursuant to § 501(c)(3) of the Internal Revenue Code. The property of the hospital is exempt from ad valorem taxation in the State of Mississippi pursuant to §27-31-1 of the Mississippi Code Annotated.

Mississippi Code Ann. §27-31-1 states in pertinent part:

> The following shall be exempt from taxation:

Attachment: Tax Exemption request received from Mississippi Methodist Hospital and Rehabilitation Center Inc. for several parcels and

> (f) All property, real or personal, whether belonging to religious or charitable or benevolent organizations, which is used for hospital purposes, and nurses' homes where a part thereof, and which maintain one or more charity wards that are for charity patients, and where all the income from said hospitals and nurses' homes is used entirely for the purposes thereof and no part of the same for profit.

Methodist provides appropriate inpatient and outpatient services for free or at reduced rates to individuals who qualify under its financial assistance policy. All income is used to carry out Methodist's charitable purposes and no part is used for profit or for the direct benefit of any individual. Methodist is governed by an independent, volunteer Board of Trustees.

Methodist's East Campus located in Flowood, is comprised of an outpatient physical therapy clinic (d/b/a "Methodist Outpatient Therapy"), orthotics & prosthetics clinic (d/b/a "Methodist Orthotics & Prosthetics"), physical medicine (physician) clinic (d/b/a "Methodist Physical Medicine"), pain management clinic (d/b/a "Methodist Pain Management"), and a nursing facility for the severely disabled (d/b/a "Methodist Specialty Care Center"). These services help individuals with life changing conditions in their quest to become or maintain their independence and lifestyle.

Services provided by Methodist require a referral and prescription from a qualified physician or similar provider. Similar to a pharmacist or other ancillary health provider, a physician's order initiates and guides the process of care for our clinical staff. Our clinical staff are highly educated and trained and our facilities are accredited. We bill patients and / or their insurance for services provided. We work with most major insurance companies and Medicare, MS Medicaid, Worker's compensation, Department of Rehabilitation among others. We also see patients who are uninsured or underinsured and have mechanisms in place to provide care for these patients at no charge or reduced charges as appropriate and in keeping with our mission.

The Methodist Orthotics & Prosthetic clinic provides orthopedic bracing, prosthetic limbs, diabetic footwear and other vital services to people in Rankin County and the surrounding areas. The clinic does not provide over-the-counter retail sales. While some items we provide are custom-fitted (requiring significant training and expertise), most items are custom-made and fabricated on-site.

The activities and services provided at the Methodist's East Campus location in Flowood are part of the hospital operations and are non-profit in nature, thereby qualifying for ad valorem tax-exemption pursuant to *Mississippi Code Ann.* §27-31-1(f). Methodist's personal property located at its East Campus operations has at all times qualified for tax exemption but we were unaware that a formal request for tax exemption must be submitted until just recently.

Attached to this letter is a list of Rankin County property owned and operated by Methodist for which it claims exemption (including all personal property contained therein) as well as property Methodist leases to non-related tenants which are excluded from this request.

Attachment: Tax Exemption request received from Mississippi Methodist Hospital and Rehabilitation Center Inc. for several parcels and

Please let me know if there is anything else you need. You may contact me at 601-364-3542 / tammyv@mmrcrehab.org.

Thank you for your consideration.

Sincerely,

Tammy M. Voynik, JD
Vice President of Legal Affairs

Enclosures: Tax Determination Letter
Mississippi Secretary of State "d/b/a" listings for Methodist

Attachment: Tax Exemption request received from Mississippi Methodist Hospital and Rehabilitation Center Inc. for several parcels and

**Rankin County Property (including personal property contained therein)
Owned & Operated by Mississippi Methodist Hospital & Rehabilitation Center, Inc.,
INCLUDED in this request for ad valorem tax exemption:**

1. PPIN 012444: 1 Layfair Drive, Flowood, MS
   (includes Methodist Specialty Care Center – Suite 500, Methodist Orthotics & Prosthetics – Suite 300, and Methodist Outpatient Therapy (neuro) – Suite 110)

2. PPIN 016439: 1 Layfair Drive, Flowood, MS
   (includes Methodist Physical Medicine – Suite 100)

3. PPIN 016482: 1 Layfair Drive, Flowood, MS
   (includes Methodist Outpatient Therapy (ortho) - Suite 110 and Methodist Pain Management – Suite 400)

Property Leased to non-related entities - EXCLUDED from this request for ad valorem tax exemption:

1. PPIN 063580: 1 Layfair Drive, Suite 315, Flowood, MS - leased to Central MS Diagnostics (1,052 SQ FT)

2. PPIN 077131: 1 Layfair Drive, Suite 120, Flowood, MS - leased to Orhan Ilercil, MD, PA (1,944 SQ FT)

3. PPIN 016441: 1029 River Oaks Drive, Flowood, MS - leased to E. Thomas Cullom, III, MD, PLLC (NEW - effective April 1, 2019; approx. 4,000 SQ FT)

Attachment: Tax Exemption request received from Mississippi Methodist Hospital and Rehabilitation Center Inc. for several parcels and

Internal Revenue Service

District Director

Date: April 13, 1995

Department of the Treasury

Returns Program Management
Staff - Taxpayer Assistance
PO Box 1055 - Room 1109
Stop 520-D
401 West Peachtree St. NW
Atlanta, GA 30370

Date of Inquiry:

Mississippi Methodist Hospital
Rehabilitation Center Inc
1350 E Woodrow Wilson Dr
Jackson, Ms 39216

Person to Contact:
R. Mitchell
Telephone Number:
(404) 331-3025

EIN: 23-7067206

Dear Taxpayer:

This is in response to your request for confirmation of your exemption from Federal income tax.

You were recognized as an organization exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code by our letter of April 1970. You were further determined not to be a private foundation within the meaning of section 509(a) of the Code because you are an organization described in section 170(b)(1)(A)(iii) and 509(a)(1).

Contributions to you are deductible as provided in section 170 of the Code.

The tax exempt status recognized by our letter referred to above is currently in effect and will remain in effect until terminated, modified or revoked by the Internal Revenue Service. Any change in your purposes, character, or method of operation must be reported to us so we may consider the effect of the change on your exempt status. You must also report any change in your name and address.

Thank you for your cooperation.

Sincerely,

Exempt Organizations
Coordinator

TPA1001ltr

Attachment: Tax Exemption request received from Mississippi Methodist Hospital and Rehabilitation Center Inc. for several parcels and

AMENDMENT
TO THE LEASE AGREEMENT BETWEEN
MISSISSIPPI METHODIST HOSPITAL & REHABILITATION CENTER, INC.
AND
E. THOMAS CULLOM III, MD PLLC

The purpose of this Amendment is to evidence the start date of the Lease Agreement between Mississippi Methodist Hospital & Rehabilitation Center, Inc. and E. Thomas Cullom III, MD PLLC. The Lease Agreement was entered into betw[illegible] November 2018. The Initial Term of the Agreem[illegible] soon as renovations were complete and shall [illegible] es agreed to acknowledge the lease st[illegible] ccurred after January 1, 2019.

Newest Lease agreement recivd from Methodist Rehab

The Parties do her[illegible] ase Agreement:

Section 2.01 Term [illegible] nence on April 1, 2019 and shall term[illegible] 024; referred to herein as the "Initia[illegible]

All other terms and [illegible] in in full force and effect. In the event [illegible] ent and the terms of the Agreement, th[illegible] mendment shall be effective from and af[illegible]

IN WITNESS THEREOF, the Parties have executed this Amendment to the above-mentioned Lease Agreement between Mississippi Methodist Hospital & Rehabilitation Center, Inc. and E. Thomas Cullom III, MD PLLC, as of the date indicated above.

E. THOMAS CULLOM III, MD PLLC

By: _____
E. Thomas Cullom III, MD, Member

MISSISSIPPI METHODIST HOSPITAL AND REHABILITATION CENTER, INC.

By: _____
Mark A. Adams, President & CEO

Attachment: Tax Exemption request received from Mississippi Methodist Hospital and Rehabilitation Center Inc. for several parcels and

LEASE AGREEMENT

THIS AGREEMENT made and entered into this ___ day of November, 2018, by and between **MISSISSIPPI METHODIST HOSPITAL & REHABILITATION CENTER, INC.**, a not-for-profit corporation, hereinafter referred to as "MRC" and/or "Landlord," and **E. THOMAS CULLOM III, MD PLLC**, hereinafter referred to as "Tenant."

RECITALS:

WHEREAS, MRC is a not-for-profit tax exempt hospital dedicated to the delivery of high quality comprehensive rehabilitation services and owner of a medical office building in Flowood, Mississippi; and

WHEREAS, Tenant operates a medical office rendering medical services in Flowood, Mississippi; and

WHEREAS, both MRC and Tenant, as parties to this Agreement, wish to establish a relationship as hereinafter described and to define their rights and responsibilities to each other.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual promises and covenants hereinafter contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE I
PROPERTY

Section 1.01 Lease of Office Space. Landlord does hereby lease unto Tenant an unfurnished medical office building consisting of approximately 4,000 square feet located at 1029 River Oaks Drive, Flowood, Mississippi 39232 on the East Campus of MRC, (hereinafter "Leased Premises"), for the purpose of operating and providing a medical practice clinic.

ARTICLE II
TERM

Section 2.01 Term of Agreement. This Lease Agreement shall commence on January 1, 2019, or as soon thereafter as possible when renovations are complete and shall terminate at the end of five (5) years on December 31, 2023; referred to herein as the "Initial Term". The Parties agree to acknowledge the lease start date in writing in the event commencement occurs after January 1, 2019.

Section 2.02 Renewal. The parties may agree to extend this lease upon mutual agreement. Any extension of this Lease shall be in writing and executed at least six (6) months prior to the termination date of the Initial Term.

Section 2.03 Holdover. Any holdover at the expiration of this Lease Agreement shall be as a tenant at will, on a month to month basis, unless otherwise agreed to in writing by the parties. During such holdover tenancy, Tenant will be bound by all terms, conditions and covenants of this Lease Agreement except that Tenant shall pay to Landlord as rent for the period of such holdover tenancy one

Attachment: Tax Exemption request received from Mississippi Methodist Hospital and Rehabilitation Center Inc. for several parcels and

F10 E-14-290

Mark Wroten

From: Tammy Voynik <tammyv@mmrcrehab.org>
Sent: Friday, January 03, 2020 11:57 AM
To: Mark Wroten
Subject: New Leased space - 1029 River Oaks
Attachments: 1029 River Oaks lease Amendment - start date 4-1-19.pdf; 1029 River Oaks lease - front page.pdf

Hi Mark,

Methodist Rehab Center, a non-profit, recently began leasing one of its buildings to a for-profit entity.

The building located at 1029 River Oaks Drive, Flowood, MS 39232, consisting of approximately 4,000 square feet, is being leased by Methodist Rehabilitation Center to E. Thomas Cullom, III, MD, PLLC, effective April 1, 2019.

Attached is a copy of the lease start date and first page of the lease showing the description of the property.

Please let me know if you need anything else.

Thanks
Tammy

Tammy M. Voynik, J.D.
Vice President of Legal Affairs
Methodist Rehabilitation Center
1350 E. Woodrow Wilson
Jackson, MS 39216
tammyv@mmrcrehab.org
Phone: 601-364-3542
Fax: 601-364-3317

This e-mail message and any attached files are confidential and are intended solely for the use of the addressee(s) named above. If you are not the intended recipient, any review, use, or distribution of this e-mail message and any attached files is strictly prohibited. This communication may contain material protected by Federal privacy regulations, attorney-client work product, or other privileges. If you have received this confidential communication in error, please notify the sender immediately by reply e-mail message and permanently delete the original message and any printed copies.

This e-mail message and any attached files are confidential and are intended solely for the use of the addressee(s) named above. If you are not the intended recipient, any review, use, or distribution of this e-mail message and any attached files is strictly prohibited. This communication may contain material protected by Federal privacy regulations, attorney-client work product, or other privileges. If you have received this confidential communication in error, please notify the sender immediately by reply e-mail message and permanently delete the original message and any printed copies.

Attachment: Tax Exemption request received from Mississippi Methodist Hospital and Rehabilitation Center Inc. for several parcels and

ADDENDUM TO LEASE AGREEMENT

THIS ADDENDUM made and entered into on January 15, 2018 between **Mississippi Methodist Hospital & Rehabilitation Center, Inc.** (hereinafter "MRC" and/or "Lessor") and **Flowood Family Medicine, PLLC** (hereinafter referred to as "Lessee").

WHEREAS, on or about December 5, 2012, MRC and Lessee (collectively referred to as the "Parties") entered into a five (5) year Lease Agreement (the "Agreement") whereby Lessee leases approximately 1,461 square feet of medical/office space located within Suite 100, One Layfair Drive, Flowood, MS (Leased Premises); and

WHEREAS, the Parties desire to decrease the total amount of the Leased Premises to approximately 392 square feet located within Suite 100 and, accordingly, to decrease the total rental amount due from Lessee to $[redacted] to be paid in equal monthly installments of $[redacted], effective January 1, 2018.

WHEREAS, the Parties desire to extend the term of the lease on a month-to-month basis, with automatic renewal every 30 days until either party gives thirty (30) days advance notice of termination to the other party.

NOW, THEREFORE, in consideration of the mutual agreement of the parties hereto, and other valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby amend the Lease Agreement as follows:

1. The Leased Premises is decreased from 1,461 square feet to 392 square feet located within Suite 100, One Layfair Drive, Flowood, MS, effective January 1, 2018 for the remainder of the Lease Agreement.

2. Lessee shall pay to Lessor as rent/consideration, the annual amount of $[redacted]) to be paid in equal monthly installments of $[redacted] which is due and payable on the 1st day of January, 2018, and each month thereafter for the remainder of the Lease Agreement.

3. The term of the Lease shall be extended on a month-to-month basis, with automatic renewal every 30 days until either party gives thirty (30) days advance notice of termination to the other party.

4. All other terms of the original Lease Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Addendum to the above-mentioned Lease Agreement between Mississippi Methodist Hospital & Rehabilitation Center, Inc. and Flowood Family Medicine, PLLC as of the date indicated above:

FLOWOOD FAMILY MEDICINE, PLLC

Kevin Young, M.D., Member

MISSISSIPPI METHODIST HOSPITAL & REHABILITATION CENTER, INC.

Mark A. Adams, President & CEO

Attachment: Tax Exemption request received from Mississippi Methodist Hospital and Rehabilitation Center Inc. for several parcels and

John A. Sullivan
TAX ASSESSOR
RANKIN COUNTY

211 EAST GOVERNMENT STREET
Suite C
BRANDON, MISSISSIPPI 39042

(601) 825-1470
(601) 355-0527
Fax (601) 824-2457

November 16, 2020

Rankin County Board of Supervisors
211 East Government Street, Suite A
Brandon, MS 39042

Re: United Airlines, Inc.
Parcel Number(s):
Personal Property PPIN: 12958

Gentlemen:

United Airlines, Inc. request Rankin County Board of Supervisors grant exempt status authorized by Miss Code Section 61-3-21 on the personal property owned and used by United Airlines, Inc.

Thank you for your consideration of this matter.

Sincerely,

John A. Sullivan

John A Sullivan

Attachment: Tax Exemption request received from United Airlines Inc for personal property PPIN 12958 (15594 : Receipt of Request for Tax

SCANNED

APPLICATION FOR AD VALOREM TAX EXEMPTION

AS AUTHORIZED BY SECTION 61-3-21, et seq., MISSISSIPPI CODE OF 1972, AS AMENDED

NAME OF ENTERPRISE: United Airlines, Inc.

PHYSICAL ADDRESS: 100 International Drive, Jackson

TYPE OF INDUSTRY: Airline PRODUCT/SERVICE: Commercial Airline

LOCATION – COUNTY: Rankin CITY : Jackson

TRUE VALUE OF PROPERTY EXEMPTED: $200,586 in Cost

*Attach an itemized list of property to be exempted as Exhibit "A".

*Attach a current lease agreement as Exhibit "B".

MARK THE LISTING BELOW THAT APPLIES TO YOUR BUSINESS

X The taking off and landing of commercial and private aircraft at the airport or air navigation facility;

____ The maintenance or repair of commercial or private aircraft taking off and landing at the airport or air navigation facility;

____ The storage, via hanger or otherwise, of commercial or private aircraft taking off and landing at the airport or air navigation facility;

____ The shipping or transporting of freight by aircraft at the airport or air navigation facility;

X The provision of ground and air transportation services to commercial or private aircraft passengers;

____ The supplying of goods, commodities, things, services or facilities primarily;
1. To commercial and private aircraft taking off and landing at the airport or air navigation facility;
2. Within the airport terminal building to commercial or private aircraft passengers in the process of traveling on such aircraft.

____ Any fixed base operator activities providing aviation services at the airport or air navigation facility.

The applicant request that the Board approve this application by an order spread on its minutes declaring that the above property be exempt from all ad valorem taxation. The above information is true and correct as certified by the applicant. This application is submitted on the 8th day of July, 2020.

United Airlines, Inc.
Applicant (Name of Taxpayer)

By: Andrea Campbell Andrea Campbell

Title: Manager - Property & Fuel Excise Tax

ATTEST:

Attachment: Tax Exemption request received from United Airlines Inc for personal property PPIN 12958 (15594 : Receipt of Request for Tax

Exhibit A

03/15/2020
09:59:46PM

Summary by State Class and Acquisition Year
Declaration of Property Owned and Used by Owner

Rankin County Assessor - 12958

Assessment Date: 01/01/2020

Assessed - Personal Property

State Class	Year	Reported Cost	Current Value	Rendered Value	Assessor's Use
Communication Equipment	2010	355.50	355.50	53.00	
	2009	2,440.35	2,440.35	366.00	
		2,795.85	**2,795.85**	**419.00**	
State Class	**Year**	**Reported Cost**	**Current Value**	**Rendered Value**	**Assessor's Use**
Furniture and Equipment	2019	2,405.08	2,092.41	314.00	
	2017	55,224.73	31,478.09	4,714.00	
	2016	79,928.02	32,770.48	4,915.00	
	2015	1,255.79	376.74	57.00	
	2013	8,790.53	1,758.12	266.00	
	2011	27.65	5.53	1.00	
	2010	15,149.87	3,029.97	455.00	
	2009	6,019.85	1,203.97	180.00	
	2008	1,849.28	369.86	55.00	
		170,650.80	**73,085.17**	**10,957.00**	
State Class	**Year**	**Reported Cost**	**Current Value**	**Rendered Value**	**Assessor's Use**
Leasehold Improvements	2009	5,625.21	2,362.58	354.00	
	2002	2,092.48	418.50	63.00	
		7,717.69	**2,781.08**	**417.00**	
State Class	**Year**	**Reported Cost**	**Current Value**	**Rendered Value**	**Assessor's Use**
Machinery, Tools, Equipment	2017	2,674.20	909.23	136.00	
	2010	203.02	40.60	6.00	
	2009	16,544.69	3,308.94	496.00	
		19,421.91	**4,258.77**	**638.00**	
Total		**200,586.25**	**82,920.87**	**12,431.00**	

Assr Acct #: 12958

Taxpayer's Address:
United Airlines, Inc.
233 South Wacker
14th Floor-HDQCT
Chicago, IL 60606

morgan.daessen

Attachment: Tax Exemption request received from United Airlines Inc for personal property PPIN 12958 (15594 : Receipt of Request for Tax

Exhibit B

UNITED
CONTRACT
185049

AIRPORT USE PERMIT AND LEASE AGREEMENT

Between

JACKSON MUNICIPAL AIRPORT AUTHORITY

and

UNITED AIRLINES, INC.

Attachment: Tax Exemption request received from United Airlines Inc for personal property PPIN 12958 (15594 : Receipt of Request for Tax

Attachment: Tax Exemption request received from United Airlines Inc for personal property PPIN 12958 (15594 : Receipt of Request for Tax

AIRPORT USE PERMIT AND LEASE AGREEMENT

Between

Jackson Municipal Airport Authority

And

United Airlines, Inc.

This Airport Use Permit and Lease Agreement (this "**Agreement**") is made and entered into by and between Jackson Municipal Airport Authority ("**JMAA**"), a public body corporate and politic of the State of Mississippi, and United Airlines, Inc. (the "**Airline**"), a Delaware corporation.

WITNESSETH:

Whereas, JMAA operates the Jackson-Medgar Wiley Evers International Airport ("**JAN**" or "**Airport**"), located in the City of Jackson, Rankin County, Mississippi, and has the power to grant rights and privileges with respect thereto; and

Whereas, Airline desires to obtain, and JMAA desires to grant, the right and privilege for Airline to provide certain air transportation services at JAN and to use certain facilities at JAN in connection therewith;

Now, Therefore, in recognition of and reliance on the foregoing recitals, and in consideration of the mutual covenants and promises hereinafter set forth, and in exchange for other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, JMAA and Airline agree as follows:

1. DEFINITIONS

1.1. Definitions. The following terms shall have the following meanings:

1.1.1. "**Affiliate**" shall mean any air transportation company that is (i) a parent, sister or subsidiary of Airline, or (ii) shares an International Air Transportation Association (IATA) flight designator code with Airline at JAN (Code-Sharing Partner), or (iii) otherwise operates under essentially the same trade name as Airline at JAN and uses essentially the same livery as Airline, or (iv) such other carriers, whether or not operating under essentially the same trade name or essentially the same livery as Airline, with whom Airline has entered into a capacity purchase or similar agreement to purchase all of the capacity of certain aircraft operated at JAN by such carrier(s); provided that no major airline, as such term is defined by the FAA, shall be classified as an Affiliate of another

major airline, unless either clause (i), (iii) or (iv) above defines the relationship between such airlines at JAN; and provided, further, that Airline may at any time give the City thirty (30) days prior written notice that such an air transportation company otherwise meeting the definition of an "Affiliate" hereunder shall no longer be considered an Affiliate of Airline for purposes of this Agreement. During such period of time that a company is an Affiliate of Airline in accordance with the terms hereof, Affiliate shall have the rights afforded Airline hereunder without the payment of any additional fees, charges or premiums and shall (1) be charged at the same fees, rates and charges as Airline, and (2) be considered as one party with Airline, for purposes of calculating any joint use or shared use space charges, and for any reconciliation process related to fees and charges.

1.1.2. "**Agreement**" shall mean this Airport Use Permit and Lease Agreement and all amendments, modifications, and supplements hereto.

1.1.3. "**Airline**" is defined in the first paragraph of this Agreement.

1.1.4. "**Air Transportation System**" shall mean a transportation system by aircraft at JAN offered by a Certified Airline for, among other things, the carriage of persons, property, baggage, cargo, express and mail.

1.1.5. "**Baggage Area**" shall have the meaning assigned to such term in Section 33.3 hereof.

1.1.6. "**Certified Airline**" shall mean any air transportation company serving JAN on the basis of an agreement that is substantially similar to this Agreement.

1.1.7. "**Certified Weight**" shall mean the current maximum allowable gross landing weight of an aircraft at JAN as certified by the FAA.

1.1.8. "**Chief Executive Officer**" shall mean the Chief Executive Officer of JMAA as the same may be from time to time, and shall include such person or persons as may from time to time be authorized by JMAA or by the Chief Executive Officer to act for the Chief Executive Officer with respect to any or all matters pertaining to this Agreement.

1.1.9. "**Demised Premises**" shall mean, collectively, the Exclusive Use Premises and the Gate Premises.

1.1.10. "**Exclusive Use Premises**" shall mean the approximately five-thousand-four-hundred-fifty-three (5,453) square feet of space located in the Terminal Building leased to Airline hereunder for Airline's exclusive use, all as more particularly set forth in Section 3.2 hereto and the Exhibits referenced therein.

Attachment: Tax Exemption request received from United Airlines Inc for personal property PPIN 12958 (15594 : Receipt of Request for Tax

1.1.11. "**FAA**" shall mean the Federal Aviation Administration.

1.1.12. "**Gate Premises**" is defined in Section 3.2.2 hereof.

1.1.13. "**Ground Handler**" shall mean a third party contractor of Airline that perform ground handling services (including above-the-wing and below-the-wing ground handling services, processing of passengers, mail, cargo, de-icing and other servicing of aircraft, as may the Airline may request) for and on behalf of Airline at JAN.

1.1.14. "**Improvements**" shall mean any alterations or additions made by Airline to or on the Demised Premises.

1.1.15. "**JAN**" shall mean the Jackson-Medgar Wiley Evers International Airport located in the City of Jackson, Rankin County, Mississippi, and shall include any extensions, additions, or improvements thereto, but shall exclude any satellite or auxiliary landing field, airport, or other facility now or hereafter owned or operated by JMAA, unless otherwise included in the definition of JAN by an amendment hereto.

1.1.16. "**JMAA**" shall mean the Jackson Municipal Airport Authority, a public body corporate and politic of the State of Mississippi.

1.1.17. "**Passenger Boarding Bridge**" is defined in Section 3.2.3 hereof.

1.1.18. "**Terminal Building**" shall mean the main terminal building at JAN and all appurtenances thereto, including, without limitation, all concourses and fingers.

1.1.19. "**TSA**" shall mean the Transportation Security Administration.

1.2. References. The following references shall, unless the context requires otherwise, have the following meanings.

1.2.1. The words "***hereof***", "***herein***", "***herewith***", "***hereunder***" and words of similar meaning shall refer to this Agreement as a whole and not to any particular provision of this Agreement.

1.2.2. Where the context requires, the use of singular numbers or pronouns shall include the plural and vice versa, and the use of pronouns of any gender shall include any other gender.

Attachment: Tax Exemption request received from United Airlines Inc for personal property PPIN 12958 (15594 : Receipt of Request for Tax

2. TERM

2.1. Notwithstanding the actual date of execution hereof, this Agreement shall be effective as of February 1, 2017, and shall continue on a month-to-month basis thereafter, unless terminated by either party either hereto upon no less than thirty (30) days' prior written notice to the other party; provided, however, that any obligation as to which United shall be in default upon any termination of this Agreement shall survive the termination hereof.

3. RIGHTS AND PRIVILEGES

3.1. General. Airline shall, and hereby does, have the right and privilege, in common with others so authorized, to use JAN and all appurtenances thereto, together with all facilities, equipment, improvements, rights, licenses, privileges, and services which have been, or may hereafter be, provided at or in connection with JAN for the purpose of operating and providing an Air Transportation System, which use, without limiting the generality hereof, shall include:

3.1.1. The right and privilege to land, take off, fly, taxi, tow, park, load and unload aircraft and other equipment operated by or for the benefit of Airline, which are used in connection with its conduct and operation of an Air Transportation System.

3.1.2. The right and privilege to use and access the Demised Premises, whether alone or in conjunction with any other Certified Airline, for any and all purposes in connection with and incidental to Airline's conduct and operation of an Air Transportation System, including, without limiting the generality hereof, the handling, ticketing, billing and manifesting of persons, property, baggage, cargo, express and mail.

3.1.3. The right and privilege to install maintain and operate such radio or other communications, meteorological, and aerial navigational equipment and facilities at JAN as may be reasonably necessary or incidental to Airline's conduct and operation of an Air Transportation System, subject, however, to the prior written approval of JMAA.

3.1.4. The right and privilege to repair, maintain, condition, service, test, park and store aircraft and other equipment operated by or on behalf of Airline.

3.1.5. The right and privilege to train personnel in the employ of, or to be employed by, Airline, its Affiliate(s) or its Ground Handler.

3.1.6. The right and privilege to sell, lease, transfer, dispose and exchange Airline's aircraft, engines, accessories and other equipment and supplies.

Attachment: Tax Exemption request received from United Airlines Inc for personal property PPIN 12958 (15594 : Receipt of Request for Tax

Attachment: Tax Exemption request received from United Airlines Inc for personal property PPIN 12958 (15594 : Receipt of Request for Tax

3.1.7. The right and privilege to service aircraft and other equipment by or on behalf of United, whether by Airline or others, by motor vehicles or otherwise, with gasoline, fuel, propellants, oil, greases, lubricants and other supplies, including food and beverages, as may be reasonably necessary or incidental to Airline's conduct and operation of an Air Transportation System. Subject to the negotiation and execution of a separate written agreement covering the subject matter thereof, and Airline's compliance therewith, the foregoing right and privilege shall include the right to install and maintain adequate storage facilities at JAN for such gasoline, fuel, propellants, oil, greases, lubricants and supplies, in which event such storage facilities, pumps, motors, filters, structures and appurtenances incidental to the use thereof which are installed or placed on a leased storage area designated by JMAA shall remain the severable property of Airline, its Affiliate(s) or its Ground Handler, as applicable.

3.1.8. The right and privilege to load and unload property, baggage, cargo, express and mail by such motor vehicles or other manner of conveyance as Airline may reasonably desire or require in its conduct and operation of an Air Transportation System, with the right to designate and contract with, in the absence of a reasonably satisfactory ground carrier designated by JMAA, a particular carrier or carriers who shall or may regularly transport Airline's property, baggage, cargo, express and mail to and from JAN, subject, however, to the prior written approval of JMAA.

3.1.9. The right and privilege to install and operate, at Airline's expense, a sign or signs on the Demised Premises identifying the business of Airline, which sign or signs shall be substantially uniform in size, type, and location with those of other Certified Airlines; provided, however, that the number, general type, size, design and location of such sign or signs shall be subject to the prior written approval of JMAA.

3.1.10. The right and privilege to use all public areas, inside or outside the Terminal Building, which use shall be nonexclusive and in common with others and shall be subject to reasonable rules and regulations of JMAA.

3.1.11. The rights and privileges granted to Airline with respect to the performance of ground services and activities in connection with its Air Transportation System may be exercised by Airline for and on behalf of any other Certified Airline, or for or on behalf of Airline by any company or person designated by Airline; provided, however, that Airline shall not provide into-plane fuel services for non-scheduled flights of any air transportation company utilizing JAN unless such services cannot be provided by, or at the direction of, JMAA. Except as specifically provided for in this Agreement nothing herein shall give, or be deemed to give, Airline any right or privilege to sell or provide any goods or services at JAN which are not incidental to its operation and conduct of an Air

Transportation System, nor shall any right and privilege granted hereunder include, or be construed to include, the authorization to conduct and operate a separate and distinct business at JAN, such rights and privileges being granted only to the extent necessary to permit Airline to perform such functions as are incidental to its conduct and operation of an Air Transportation System. Should Airline contract with or obtain the assistance from any third party to assist Airline in the conduct and operation of its Air Transportation System, JMAA shall have the right, at its option, to require such third party to pay JMAA a reasonable fee, charge, toll, and/or rental, as the case may be, as a condition to the privilege extended such third party and the performance of services by such third party thereunder, each of which shall be established with due regard to the property and improvements used and expenses of operation to JMAA, and, additionally, require such third party to enter into a written agreement with JMAA to cover and confirm the scope of such privileges and services.

3.1.12. During such period of time that a company is an Affiliate of Airline, such Affiliate shall have the rights afforded Airline hereunder without the payment of any additional fees, charges or premiums and shall (1) be charged at the same fees, rates and charges as Airline, and (2) be considered as one party with Airline, for purposes of calculating any joint use or shared use space charges, and for any reconciliation process related to fees and charges.

3.2. Demised Premises.

3.2.1. Exclusive Use Premises. JMAA hereby leases, lets and demises unto Airline, and Airline hereby leases from JMAA, for Airline's exclusive use, the following described areas, comprising a total combined area in the Terminal Building of approximately five-thousand-four-hundred-fifty-three (5,453) square feet, all of which are collectively referred to herein as the "Exclusive Use Premises."

3.2.1.1. Approximately eight-hundred-ninety-nine (899) square feet of counter/office space in the Terminal Building, said space being depicted and shown on **Exhibit "A"** attached hereto.

3.2.1.2. Approximately eight-hundred-sixty-eight (869) square feet of baggage make-up space in the Terminal Building, said space being depicted and shown on **Exhibit "B"** attached hereto.

3.2.1.3. Approximately one-thousand-seven-hundred-six (1,706) square feet of operations space in the Terminal Building, said space being depicted and shown on **Exhibit "C"** attached hereto.

Attachment: Tax Exemption request received from United Airlines Inc for personal property PPIN 12958 (15594 : Receipt of Request for Tax

3.2.1.4. Approximately one thousand –nine-hundred-seventy-eight (1,978) square feet of space located at Gate Number 2 in the Terminal Building, said space being depicted and shown on **Exhibit "D"** attached hereto and being herein referred to as the "**Gate Premises**." It is acknowledged by Airline that JMAA may allow portions of Gate Number 2 be used by other Certified Airlines when such other Certified Airlines' use does not interfere with Airline's operations, whether scheduled or unscheduled, and upon consultation with Airline and only if no other unleased gates are not otherwise available for usage by such Certified Airlines first. Airline shall, in no case, be liable for such use by other Certified Airlines.

3.2.2. Passenger Boarding Bridge. JMAA hereby leases, lets, and demises up to Airline, and Airline hereby leases from JMAA, a passenger boarding bridge located at Gate Number 2 in the Terminal Building, said space being depicted and shown on **Exhibit "E"** attached hereto and being herein referred to as the "**Passenger Boarding Bridge**."

3.2.3. Improvements. In addition to the rights and privileges set forth in Section 3.1 above, Airline shall have the right and privilege to make additional Improvements to the Demised Premises as may be reasonably necessary for or incidental to the conduct and operation of an Air Transportation System, subject to, in addition to compliance with all other terms and conditions of this Agreement, the following conditions:

3.2.3.1. All Improvements shall be consistent and in accord with the design and decor of the Terminal Building and shall comply with all applicable federal, state and local laws, rules, regulations and ordinances.

3.2.3.2. Airline shall submit all plans, drawings, and specifications for any construction, installation, or alteration of the Improvements to JMAA, Airline's use of which shall be subject to the prior written approval of JMAA.

3.2.3.3. Airline shall submit a copy of any proposed construction agreement with respect to the Improvements to JMAA, Airline's execution of which shall be subject to the prior written approval of JMAA.

3.2.3.4. Unless the parties mutually agree otherwise, any construction, installation, maintenance of, and otherwise alterations to the Improvements made by Airline shall be made at Airline's sole cost and expense.

3.2.3.5. The Improvements shall become JMAA's property upon the

Attachment: Tax Exemption request received from United Airlines Inc for personal property PPIN 12958 (15594 : Receipt of Request for Tax

termination of this Agreement; provided, however, that, if Airline is not then in default of any portion of this Agreement, Airline shall have the right to remove those portions of the Improvements which consist of Airline's trade fixtures and personal property and which are not permanently affixed to the Demised Premises. Airline shall remove such trade fixtures and personal property from the Demised Premises before the termination of this Agreement and shall, at its sole cost and expense, promptly restore any damage to the Demised Premises or the Improvements caused by such removal.

3.2.3.6. Airline shall assume full responsibility for any and all damages, injuries and claims which may result to any person or persons, or to their property, or to adjoining property, by reason of Airline's construction, installation, alteration, or removal of the Improvements. Airline shall hold harmless and indemnify JMAA from and against any such damages, injuries, and claims resulting from such construction, installation, alteration or removal performed by Airline, together with any and all expenses incidental thereto, including, without limitation, reasonable attorneys' fees, except to the extent any damage, injury or claim arises out of the negligence of JMAA or JMAA's contractors', or each of their employees, contractors, subcontractors, representatives, agents or invitees.

3.3. Baggage Area. Airline shall have the right and privilege to the non-exclusive use and access, in conjunction with other Certified Airlines, of approximately eight-thousand-eighty-eight (8,088) square feet of space in the baggage claim area of the Terminal Building, said space being depicted and shown on **Exhibit "F"** attached hereto and being herein referred to as the "Baggage Area".

3.4. Right of Ingress and Egress. Airline shall have the right and privilege of ingress to and egress from the premises and facilities referred to in Sections 3.1, 3.2, and 3.3 above for itself, its employees, agents, passengers, guests, patrons, contractors, suppliers of material, furnishers of services, aircraft, equipment, vehicles, machinery and other property, without charge to Airline or its employees, agents, passengers, guests, patrons, contractors, suppliers of materials, furnishers of services or their said property, except as may be otherwise provided herein. Nothing contained herein shall limit, or be deemed to limit, JMAA's right to impose reasonable charges for ground transportation services provided by third parties (other than Affiliates or other Certified Carriers), in-flight food and beverage services furnished by licensed third party concessionaires and users of parking.

Attachment: Tax Exemption request received from United Airlines Inc for personal property PPIN 12958 (15594 : Receipt of Request for Tax

4. OPERATING STANDARDS

4.1. General. Airline shall maintain an Air Transportation System, with adequately manned and equipped facilities for the conduct of its operations.

4.2. Operations. Airline shall conduct and operate its Air Transportation System in a timely, orderly and proper manner and shall cooperate and coordinate its activities with JMAA so as not to annoy, disturb or be offensive to customers, patrons and other tenants or lessees at JAN.

4.3. Rules and Regulations. Airline shall observe and obey all reasonable, non-discriminatory and lawful Rules and Regulations established, promulgated, and/or adopted consistent with this Agreement from time to time during the term hereof by the Authority, governing conduct on and operations at the Airport and use of its facilities. Such Rules and Regulations shall also be consistent with applicable federal, state and local laws. For any new or revised Rules and Regulations, the Authority will provide Airline with a reasonable opportunity to comment on such requirements and will duly consider and incorporate such comments, as appropriate, before final promulgation. Copies of the Rules and Regulations, as adopted, shall be on file in the Chief Executive Officer's office and available during normal business hours.

4.4. Manager. Airline shall have a duly authorized representative(s) available, whether of Airline or Ground Handler, at JAN who is authorized to conduct day to day operations on behalf of Airline. Such representative(s) will make themselves available to JAN during regular business hours, so long as it does not interfere with Airline's operations.

4.5. Permits and Licenses. Airline shall timely obtain and pay for all licenses and permits necessary for, and promptly satisfy all costs and expenses associated with, Airline's operations at JAN. Including but not limited to registration with the Mississippi Secretary of State to do business in the State of Mississippi, and a City of Jackson, Mississippi Business Privilege License. Airline shall timely pay all fees, taxes and charges assessed or imposed by any governmental authority, insofar as they are applicable to Airline's and operations.

4.6. Nondiscrimination.

Airline, for itself, its heirs, personal representatives, successors in interest and assigns, as part of the consideration hereof, does hereby covenant and agree as follows:

4.6.1. That no person on the grounds of race, creed, color, sex, age, disability, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Leased Premises.

4.6.2. That in the construction of any improvements on, over, or under the Leased Premises and the furnishing of services thereon, no person on the grounds of

Attachment: Tax Exemption request received from United Airlines Inc for personal property PPIN 12958 (15594 : Receipt of Request for Tax

race, creed, color, sex, or national origin shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination.

4.6.3. That Airline shall use the Leased Premises in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Part 21, Nondiscrimination in federally assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulation may be amended. Airline shall also comply with the applicable provisions of Section 504 of the Rehabilitation Act of 1973 (P.L. 93 112) and 49 CFR Part 27.

4.6.4. That, in the event of breach of any of the above nondiscrimination covenants, the Authority shall have the right to terminate this Agreement and re-enter and repossess the Leased Premises and the improvements thereon, and hold the same as if said Agreement had never been made or issued.

4.7. Security Identification/Access Media. Airline shall obtain a Security Identification/Access Media from JMAA for each of Airline's employees at JAN which shall be conspicuously displayed by each such employee while on duty. The Security Identification/Access Media shall designate the wearer as an employee of Airline and shall include the employee's full name, a badge number and the employee's picture. In connection with obtaining the Security Identification/Access Media, each employee of Airline is subject to the requirements of this provision shall complete and deliver to JMAA an application for Security Identification/Access Media in accordance with the existing TSA rules and regulations.

4.8. Criminal History Records Check. Airline shall obtain, at its expense, a criminal history records check for each of Airline employees performing any duties at JAN in accordance with the existing TSA rules and regulations.

4.9. Employee List Upon Request. Airline or its Ground Handler shall provide JMAA with a list of all persons employed by Airline at JAN. The employee list supplied to JMAA shall include the full name, badge number and area of responsibility for each such employee. At all times, Airline shall promptly notify JMAA, in writing, of any employee changes and shall supplement the employee list accordingly.

4.10. Liens and Encumbrances. Airline shall keep the Demised Premises free and clear of any liens and encumbrances arising or growing out of Airline's use and occupancy of the Demised Premises. Airline shall promptly remove any and all liens of any nature arising out of or because of any construction performed by Airline or any of its contractors or subcontractors upon the Demised Premises or arising out of or because of the performance of any work or labor upon or the furnishing of any materials for use at said Demised Premises, by or at the direction of Airline.

4.11. Smoking. United personnel shall not smoke in areas designated as "No Smoking."

Attachment: Tax Exemption request received from United Airlines Inc for personal property PPIN 12958 (15594 : Receipt of Request for Tax

4.12. Damage Reports. Airline or its Ground Handler shall submit, as soon as reasonably practicable, a full written report of the fact and extent of any damage to JMAA property or equipment caused by Airline, whether in whole or in part.

4.13. Other Use. Airline shall not use or permit the use of the Demised Premises or any portion thereof for any purpose or use other than as authorized by this Agreement

5. KEYS/ELECTRONIC ACCESS DEVICES

5.1. JMAA shall furnish Airline keys or access devices as may be reasonably necessary for the performance of Airline's operations at and on JAN. Keys or access devices supplied to Airline shall be secured by Airline as deemed necessary in Airline's discretion and in compliance with TSA standards. No keys or access devices issued to Airline by JMAA shall be duplicated without JMAA's consent. A reasonable replacement fee will be charged to, and paid by, Airline for keys or access devices that are lost. The loss of any keys or access devices shall be reported promptly and in writing by Airline to JMAA. If, in the opinion of JMAA, it becomes necessary to replace or recode locks for reasons of security due to the loss or duplication of keys/electronic access media by Airline, the direct and actual cost of such replacement or recoding will be charged to, and paid by, Airline.

6. RENTALS, FEES AND CHARGES

6.1. Rentals, Fees, and Charges. For and in consideration of the rights and privileges herein granted, Airline shall pay the following rentals, fees, and charges to JMAA.

6.1.1. Exclusive Use Premises. A rental, for the total combined area consisting of approximately five-thousand-four-hundred-fifty-three (5,453) square feet of space making up the Exclusive Use Premises, at the rate per square foot per annum designated for the Exclusive Use Premises and set forth on **Exhibits "A" through "D"** attached hereto and made a part hereof, as may be amended and supplemented from time to time upon the mutual agreement of the parties hereto. Airline shall pay the rentals for the Exclusive Use Premises in equal monthly installments, in advance, on or before the fifth (5th) day of each calendar month during the term of this Agreement, without notice or demand, at the place designated by JMAA pursuant to Section 16 hereof.

6.1.2. Gate Premises. A rental, for the approximately one-thousand-nine-hundred-seventy-eight (1,978) square feet of space making up the Gate Premises, at the rate of per square feet per annum as designated for the Gate Premises and set forth on **Exhibit "D"** attached hereto and made a part hereof, as the same may be amended and supplemented from time to time upon the mutual agreement of the parties hereto. Airline shall pay the rentals for the Gate Premises in equal monthly in installments, in advance, on or before the fifth (5th) day of each

Attachment: Tax Exemption request received from United Airlines Inc for personal property PPIN 12958 (15594 : Receipt of Request for Tax

calendar month during the term of this Agreement, without notice or demand, at the place designated by JMAA pursuant to Section 16 hereof.

6.1.3. Belt Rental. A monthly belt rental, for use of the conveyor belt connecting the counter/office space described in Section 3.2.1.1, and the baggage make up area described in Section 3.2.1.2, at the rate as designated for the belt rental and per calendar month set forth in **Exhibit "A"** attached hereto and made a part hereof, as the same may be amended and supplemented from time to time upon the mutual agreement of the parties hereto. Airline shall pay the monthly belt rental to JMAA, in advance, on or before the fifth (5th) day of each calendar month during the term of this Agreement, without notice or demand, at the place designated by JMAA pursuant to Article 16 hereof.

6.1.4. Baggage Area. A rental, for the Baggage Area at the rate per square foot per annum as designated for the Baggage Area and set forth on **Exhibit "F"** attached hereto and made a part hereof, as the same may be amended and supplemented from time to time upon the mutual agreement of the parties hereto. Rental for the Baggage Area shall be prorated, on a monthly basis, among and between Airline and all other Certified Airlines utilizing the Baggage Area during the given calendar month pursuant to the following formula.

6.1.4.1. Twenty percent (20%) of the total rental for the Baggage Area, determined on a monthly basis, shall be shared equally among and between Airline and all other Certified Airlines utilizing the Baggage Area during each calendar month.

6.1.4.2. Eighty percent (80%) of the total rental for the Baggage Area, determined on a monthly basis, shall be prorated among and between all Certified Airlines, including Airline, utilizing the Baggage Area during each calendar month in the proportion that the total number of passengers enplaned at JAN by each such Certified Airline during each month bears to the total number of passengers enplaned at JAN during such month by all Certified Airlines.

6.1.4.3. Airline shall pay its share of the monthly rental for the Baggage Area to JMAA on or before the tenth (10th) day following the end of each calendar month of the term of this Agreement, at the place designated by JMAA pursuant to Section 16 thereof.

6.1.5. Tug Tunnel Area. A rental, for the Tug Tunnel Area at the rate per square foot per annum as designated for the Tug Tunnel Area and set forth on **Exhibit "G"** attached hereto and made a part hereof, as the same may be amended and supplemented from time to time upon the mutual agreement of the parties hereto. Rental for the Tug Tunnel Area shall be prorated, on a monthly basis,

Attachment: Tax Exemption request received from United Airlines Inc for personal property PPIN 12958 (15594 : Receipt of Request for Tax

among and between Airline and all other Certified Airlines utilizing the Tug Tunnel Area during the given calendar month pursuant to the following formula.

6.1.5.1. Twenty percent (20%) of the total rental for the Tug Tunnel Area, determined on a monthly basis, shall be shared equally among and between Airline and all other Certified Airlines utilizing the Baggage Area during each calendar month.

6.1.5.2. Eighty percent (80%) of the total rental for the Tug Tunnel Area, determined on a monthly basis, shall be prorated among and between all Certified Airlines, including Airline, utilizing the Tug Tunnel Area during each calendar month in the proportion that the total number of passengers enplaned at JAN by each such Certified Airline during each month bears to the total number of passengers enplaned at JAN during such month by all Certified Airlines.

6.1.5.3. Airline shall pay its share of the monthly rental for the Tug Tunnel Area to JMAA on or before the tenth (10th) day following the end of each calendar month of the term of this Agreement, at the place designated by JMAA pursuant to Section 16 thereof.

6.1.6. Landing Fees. A monthly landing fee equal to the charge per one thousand (1,000) pounds of the combined Certified Weight of all aircraft landed at JAN by Airline during each calendar month of the term of this Agreement as set forth on **Exhibit "H"** attached hereto and made a part hereof, as **Exhibit "H"** may be amended and supplemented from time to time. Airline shall pay of the monthly landing fee to JMAA on or before the tenth (10th) day following the end of each calendar month of the term of this Agreement for which Airline lands aircraft at JAN, at the place designated by JMAA pursuant to Section 16 hereof.

6.1.7. Aircraft Storage Charges. JMAA shall not charge Airline for overnight parking or storage of aircraft parked at the designated aircraft parking location adjacent to Gate 2 at JAN as set forth on **Exhibit "E"** attached hereto and made a part hereof, as **Exhibit "E"** may be amended and supplemented from time to time.

6.1.7.1. Charges for additional aircraft parked or stored at JAN will be assessed according to the rates set forth in **Exhibit "H"**.

6.1.7.2. Airline shall pay of the aircraft storage fee to JMAA on or before the tenth (10th) day following the end of each calendar month of the term of this Agreement for which Airline lands aircraft at JAN, at the place designated by JMAA pursuant to Section 16 hereof.

Attachment: Tax Exemption request received from United Airlines Inc for personal property PPIN 12958 (15594 : Receipt of Request for Tax

6.1.8. Charge for Security Identification/Access Media. An annual charge for each Security Identification/Access Media required pursuant to Section 4.9 at the then current rate, due and payable to JMAA upon application therefor.

6.1.9. Employee Parking Fees. An annual parking fee at the then current rate, due and payable to JMAA within thirty (30) days' of Airline's receipt of an invoice therefor, per employee automobile which utilizes the parking facilities offered by JMAA pursuant to Section 8.2.7. Airline shall notify JMAA, in advance, as to how many employee automobiles will be utilizing such parking facilities and shall pay the appropriate fee to JMAA, in advance, at the place designated by JMAA pursuant to Section 16 hereof. In the event of employee turnover, JMAA will refund the unamortized portion (less a reasonable administrative fee) of any prepaid parking fee associated with the departing employee.

6.1.10. Fuel Storage Area. In the event Airline leases storage facilities in an established storage area at JAN in accordance with Section 3.1.7 hereof, the rental rate for such storage area shall be in an amount to be mutually agreed upon by the parties at said time, which amount shall be based upon comparable charges for square foot ground rentals in existence at such time.

6.1.11. Security Surcharge. A monthly security surcharge, in accordance with the schedule attached hereto as **Exhibit " I"**, which may be amended and supplemented from time to time (upon the mutual agreement of the parties hereto), to assist JMAA in providing security at JAN for the benefit of, among others, Airline and Airline's employees and customers. Airline shall pay the monthly security surcharge to JMAA on or before the tenth (10th) day of each calendar month throughout the term of this Agreement, at the place designated by JMAA pursuant to Section 16 hereof.

6.2. Adjustments. Although this Agreement shall for all purposes be deemed to have a term running from month to month, Airline acknowledges and agrees that JMAA shall have the right to renegotiate the rentals, fees, and charges referenced in Section 6.1 effective as of September 30th of each year this Agreement remains in effect, whereupon the renegotiated rentals, fees, and charges shall remain in effect until September 30th of the following year, if any.

6.3. Delinquency Charge. United shall pay JMAA interest at the rate of one and one-half percent (1 1/2%) per month on all rentals, fees, and other charges set forth herein which are not received within five (5) business days after such amounts become due.

7. REPORTS

7.1. Reports. In addition to any and all other reports, schedules, and documentation which may be required hereunder, Airline shall furnish JMAA the following reports.

Attachment: Tax Exemption request received from United Airlines Inc for personal property PPIN 12958 (15594 : Receipt of Request for Tax

7.1.1. Landing Report. Within five (5) days following the end of each calendar month of the term of this Agreement, Airline shall certify and provide to JMAA, for the calendar month then preceding, a landing report which shall contain, at a minimum, the following information.

7.1.1.1. The type of every aircraft landed by Airline at JAN.

7.1.1.2. The number of landings for every type aircraft landed by Airline and Airline's Affiliate at JAN.

7.1.1.3. The Certified Weight of every aircraft landed by Airline and Airline's Affiliate at JAN.

7.1.1.4. The combined total Certified Weight for all aircraft landed by Airline or Affiliate at JAN.

7.1.1.5. The number of passengers enplaned by Airline and Airline's Affiliate at JAN.

7.1.1.6. The number of passengers deplaned by Airline and Airline's Affiliate at JAN.

7.1.2. Aircraft Storage Schedule. Within five (5) days following the end of each calendar month during the term of this Agreement, Airline shall certify and provide to JMAA, for the calendar month then preceding, an aircraft storage report which shall, at a minimum, set forth the Certified Weight of all aircraft parked and stored by Airline at JAN the dates and times Airline parked and stored such aircraft at JAN.

7.2. Submission. Airline shall submit all reports required herein, without notice or demand, within the time limitations prescribed, at the place designated by JMAA pursuant to Section 16 hereof.

8. COVENANTS, REPRESENTATIONS, WARRANTIES

8.1. Airline's Covenants. United covenants, represents, warrants, and agrees as follows.

8.1.1. Airline is a Delaware corporation duly organized, validly existing, and authorized to do and doing business in the State of Mississippi.

8.1.2. Airline is empowered and authorized to enter into this Agreement and to consummate the transactions contemplated hereby.

Attachment: Tax Exemption request received from United Airlines Inc for personal property PPIN 12958 (15594 : Receipt of Request for Tax

8.1.3. Airline shall pay the rentals, fees and other charges herein reserved, and shall submit all documentation required hereunder, at such times and places as the same become due.

8.1.4. Airline shall supply, install and maintain all equipment, reasonably necessary to conduct and operate its Air Transportation System, all at Airline's expense.

8.1.5. Airline shall comply with the provisions of Section 3.2.4 when making any alterations, changes or additions to the Demised Premises or the Improvements.

8.1.6. Airline shall keep and maintain the Demised Premises in a clean, neat and sanitary condition.

8.1.7. Airline shall keep and maintain the Exclusive Use Premises and the Improvements in good condition, order and repair during the term of this Agreement, and shall surrender the Demised Premises upon the termination of the Agreement in the condition in which they are required to be kept, reasonable wear and tear excepted.

8.1.8. Airline shall not hire off-duty JMAA employees whose employment with Airline would conflict with such employee's obligations to JMAA, and in no event shall Airline hire such off-duty JMAA employees without the prior written consent of JMAA.

8.1.9. Airline shall observe and comply with all present and future laws, ordinances, orders, directives, rules and regulations of JMAA, the United States (including, without limitation, the FAA and the TSA), the State of Mississippi, the County of Rankin, Mississippi, and the City of Jackson, Mississippi, and the respective agencies, departments, authorities and commissions of each which may either directly or indirectly affect Airline or its operations on, or in connection with, JAN, including, but not limited to, all federal, state and local environmental protection laws, regulations, rules, and ordinances. Notwithstanding the foregoing, Airline shall not be obligated to make any structural repairs or capital improvements to the Terminal Building of which the Demised Premises are a part (except for the Improvements, if any) in order to observe and comply with such laws, regulations, rules and ordinances.

8.1.9.1. Airline shall comply with all requirements of applicable federal, state, and local laws, ordinances, orders, directives, rules and regulations relating to the establishment of nondiscriminatory requirements in hiring and employment practices at JAN and assure that its services offered at JAN are offered to all patrons or customers without discrimination as to any person's age, race, color, creed, religion, sex, national origin, creed or physical disability.

Attachment: Tax Exemption request received from United Airlines Inc for personal property PPIN 12958 (15594 : Receipt of Request for Tax

8.1.10. Airline shall include the provisions of the above clauses (8.1.9) and (8.1.10) in all contracts, subleases, assignments, or other agreements related to or connected with this Agreement.

8.2. JMAA's Covenants. JMAA covenants, represents, warrants, and agrees as follows.

8.2.1. JMAA has lawful possession of the Demised Premises and is authorized to execute this Agreement.

8.2.2. JMAA shall maintain and keep JAN reasonably and adequately free from obstruction, clean, adequately supplied, equipped, furnished and decorated.

8.2.3. JMAA shall operate, maintain and keep in good repair, unless otherwise provided herein, all appurtenances and facilities reasonably connected and associated with JAN, including, without limiting the generality hereof, adequate vehicular parking areas, runways, taxiways, aprons, roadways and field lighting and other appurtenances, facilities and services which meet the requirements of the FAA and all other appropriate regulatory authorities having jurisdiction over JMAA's present and future operations at JAN.

8.2.4. JMAA shall provide adequate heat, conditioned air, light, water, electrical power and janitorial and cleaning services at the Terminal Building, including, without limitation the Demised Premises.

8.2.5. JMAA shall provide adequate lighting for vehicular parking spaces, loading ramps, runway and taxiway lights, beacons and obstructions lights.

8.2.6. JMAA shall operate and maintain adequate directional signs at JAN.

8.2.7. JMAA shall provide, to the extent available, adequate parking facilities for Airline's and its Affiliates' and Ground Handlers' employees, in common with employees of other tenants or lessees at JAN, for a nondiscriminatory charge per employee automobile which utilizes such parking facilities.

8.2.8. Throughout the term hereof, Airline may have, hold, and enjoy peaceful and uninterrupted possession of the Demised Premises and the rights and privileges herein leased and granted, subject to performance by Airline of its obligations herein.

8.3. Qualifications.

8.3.1. Notwithstanding anything contained in Section 8.2, JMAA shall not be required to perform maintenance or make any repairs that are necessary as a result of Airline's negligence. In the event JMAA performs such maintenance

Attachment: Tax Exemption request received from United Airlines Inc for personal property PPIN 12958 (15594 : Receipt of Request for Tax

and makes such repairs, to the extent that they are not covered by proceeds of insurance paid to JMAA, the cost thereof shall be charged to, and paid by, Airline.

8.3.2. Notwithstanding anything contained herein, upon not less than thirty (30) days prior written notice to Airline, JMAA may abandon any facilities at or connected with JAN which are no longer necessary or reasonably justified for proper and adequate operations. The determination of adequacy for the purposes of this Section 8.3.2 shall be made at JMAA's sole, but reasonable, judgment.

9. INSPECTION

9.1. Inspection. JMAA shall have the right to enter upon and inspect the Demised Premises and all other areas used and occupied at JAN by Airline, at reasonable intervals during regular business hours (or at any time in case of emergency) and upon prior reasonable notice to Airline (except in case of an emergency, when no such notice shall be required), to determine whether Airline has complied, and is complying, with the terms and conditions of this Agreement.

10. SAFETY AND SECURITY

10.1. Safety Requirements. Airline shall observe all safety programs and requirements imposed on Airline by federal regulation and airport safety program, including but not limited to 14 CFR Part 139, and shall take such steps and actions as may be necessary or directed by JMAA to ensure that all officers, employees, representatives, invitees and guests observe such requirements.

10.2. Security Requirements. Airline shall observe all security programs and requirements imposed on Airline by federal regulation and airport security program, including but not limited to 49 CFR Part 1542, and shall take such steps and actions as may be necessary or directed by JMAA to ensure that all officers, employees, representatives, invitees and guests observe such requirements.

10.3. Fines/Penalties. If JMAA incurs any fines or penalties or any cost or expense in enforcing the regulations of Federal Aviation Regulations, Part 139, or Transportation Security Administration Part 1542 or the JAN Airport Certification Manual or Airport Security Program as a result of any act or omission of Airline, Airline shall pay or reimburse, as the case may be, all such fines, penalties, costs and expenses. Airline shall further rectify any safety or security deficiency as may be determined by JMAA or the FAA or the TSA. JMAA reserves the right to take whatever action may be necessary to rectify any safety or security deficiency caused by the actions or inactions of Airline which Airline fails to timely remedy. In the event JMAA undertakes any such action, Airline shall promptly pay JMAA all monies expended and costs incurred in connection therewith.

Attachment: Tax Exemption request received from United Airlines Inc for personal property PPIN 12958 (15594 : Receipt of Request for Tax

11. INDEMNIFICATION

11.1. Airline shall protect, defend, indemnify and hold JMAA harmless from and against any and all liabilities, demands, suits, claims, losses, damages, fines, penalties, costs, expenses and judgments arising by reason of the injury or death of any person or damage to any property of any nature (including, but not limited to, those relating to or arising out of the violation of any federal, state, or local environmental protection, health or safety law, regulation, rule or ordinance), including all reasonable costs of investigation and defense thereof (including, but not limited to, attorneys' fees and court costs), arising out of or incidental to any acts or omissions of Airline related to (i) Airline's acts under this Agreement, or (ii) Airline's operations on or in connection with JAN or any portions thereof, except to the extent such injury, death, or damage is caused by the negligence or willful misconduct of JMAA. Airline, in carrying out its obligations hereunder, shall use counsel reasonably acceptable to JMAA. The provisions of this Section 11, shall survive the termination of this Agreement.

12. INSURANCE

12.1. Workmen's Compensation. Airline shall comply with all workmen's compensation laws of the State of Mississippi.

12.2. Additional Insurance. Airline shall obtain and maintain continuously in effect at all times during and applicable to the term of this Agreement, and for a period of not less than three (3) years thereafter if such policies are written on a claims made basis, at Airline's sole cost and expense, the following insurance:

12.2.1. Comprehensive airport premises liability and aviation insurance in the minimum amount of $100,000,000 per occurrence for which Airline is required to indemnify JMAA hereunder; notwithstanding the above, however, coverage for non-passengers may not be less than $25,000,000 in the aggregate.

12.2.2. Liability insurance in the minimum amount of $5,000,000 per occurrence applicable to the ownership, maintenance, use or operation of any motor vehicle, mobile equipment or other ground vehicle on AOA at JAN, including owned, non-owned or hired vehicles and equipment;

12.2.3. Fire, wind storm, other casualty, and extended coverage insurance on all improvements erected by Airline on or about the Demised Premises, including the contents thereof, in an amount not less than the then current appraised value thereof determined on an annual basis; such insurance shall name JMAA as a loss payee, as their interests may appear, and

12.2.4. Contractual liability insurance in the minimum amount of $1,000,000 to insure Airline's obligation to defend, indemnify, and hold JMAA harmless in

Attachment: Tax Exemption request received from United Airlines Inc for personal property PPIN 12958 (15594 : Receipt of Request for Tax

accordance with the indemnification provisions of Section 11.

12.3. Personal Property Insurance. At its option, Airline may obtain, at its sole expense, appropriate insurance coverage to insure against damage or destruction to any trade fixtures, furniture, machinery and equipment, supplies and other personal property that Airline may bring or maintain upon the Demised Premises. JMAA shall in no event be liable for damage or destruction of any of the foregoing from any cause whatsoever, except to the extent caused by JMAA's negligence and willful misconduct, and Airline hereby waives and forever relinquishes any rights or claims against JMAA related to damage or destruction of such personal property, except to the extent caused by JMAA's negligence and willful misconduct. Except as provided herein, repair or restoration of any such damaged or destroyed personal property shall be at the sole discretion and expense of Airline.

12.4. Policy Requirements. All insurance policies required pursuant to Section 12.2 shall be issued by a solvent insurance company or companies admitted or licensed to write such insurance in Mississippi or determined to be acceptable to JMAA; all liability policies except for the workers' compensation insurance required by Section 12.1, shall name JMAA as an additional insured to the extent of Airline's indemnity obligations hereunder; and shall be conditioned upon at least thirty (30) days prior written notice to JMAA before such policies may be altered or canceled. Airline shall provide certificates of insurance to JMAA evidencing Airline's compliance with the provisions of this Agreement.

12.5. Effect of Noncompliance. Failure to keep the insurance required pursuant to this Agreement in force shall constitute a default under the terms of this Agreement entitling JMAA, in addition to all other remedies available hereunder, the right to suspend Airline's right to access and use of JAN.

12.6. Modifications. JMAA shall have the right to change the insurance coverage and the insurance limits required of Airline, without any cost to JMAA, if such changes are reasonable and standard within the aviation industry and provided Airline is provided no less than one hundred twenty (120) days' prior written notice before such changes become effective.

12.7. Notice. Airline shall, as soon as reasonably practical, but no later than 72 hours after occurrence, notify JMAA, in writing, of any accident or event which could give rise to any claim, demand or action arising out of any occurrence covered hereunder, which notification shall specify, to the extent known, the time and place of the accident or event, the extent of damage, the names and addresses of the parties involved, persons injured, known witnesses, and owners of properties damaged. Airline shall further advise JMAA, in writing, of all correspondence, papers, notices and documents received by Airline in connection with any claim or demand involving or relating to Airline's operations at JAN. Such notices for minor claims, including but not limited to lost or damaged baggage, are exempt from this Notice requirement.

Attachment: Tax Exemption request received from United Airlines Inc for personal property PPIN 12958 (15594 : Receipt of Request for Tax

13. DEFAULT

13.1. Option to Terminate. JMAA shall have the right, but not the obligation, to immediately cancel and terminate this Agreement in its entirety, upon or after the happening of one or more of the following events, if such event or events is then continuing:

13.1.1. Airline shall make a general assignment for the benefit of creditors.

13.1.2. Airline shall file a voluntary petition in bankruptcy or a petition seeking its reorganization or the readjustment of its indebtedness under the Bankruptcy Code (Title 11 of the United States Code) as now in effect or hereafter amended.

13.1.3. An involuntary petition in bankruptcy shall be filed against Airline and Airline is thereafter adjudicated bankrupt thereunder.

13.1.4. Airline shall consent to the appointment of a receiver, trustee, or liquidator of all or substantially all of the property of Airline.

13.1.5. Airline shall default in fulfilling any of the terms, covenants, or conditions required of it under this Agreement and Airline shall fail to remedy the default within thirty (30) days following receipt by Airline of written demand from JMAA to do so, or in case of Airline's failure to pay amounts due hereunder, ten (10) days following receipt by Airline of written demand from JMAA for payment.

13.1.6. Airline shall fail to comply in any material respect with the operating standards set forth in Section 4 and such failure continues for thirty (30) days following Airline's receipt of a notice from JMAA of such failure.

13.2. Repossession. If Airline defaults under the terms of this Agreement, then while such default is continuing, JMAA shall have the right, at its election, either to terminate this Agreement as aforesaid or to enter upon and take possession of the Demised Premises, or any part thereof, without demand or notice, and repossess the same, expelling Airline and those claiming under Airline, without prejudice to any remedy for arrears of rent and without liability to Airline or those claiming under Airline for such repossession.

13.3. No Forfeiture. JMAA's repossession of the Demised Premises shall not be construed as an election to terminate this Agreement nor shall it cause a forfeiture of rents or other charges remaining to be paid during the balance of the term hereof, unless a written notice of such intention is given to Airline or unless such termination is decreed by a court of competent jurisdiction

Attachment: Tax Exemption request received from United Airlines Inc for personal property PPIN 12958 (15594 : Receipt of Request for Tax

13.4. Reletting. Upon repossession of the Demised Premises prior to termination or expiration of this Agreement, JMAA shall in good faith attempt to relet the Demised Premises or any part thereof, for such period or periods at such rentals or rents and upon such other terms and conditions as JMAA may, in good faith, deem advisable. JMAA shall in no event be liable and Airline's liability shall not be affected or diminished in any way whatsoever for JMAA's failure to relet the Demised Premises despite JMAA's good faith efforts, or, in the event same are relet, for failure to collect any rental or other sums due under such reletting. Notwithstanding any reletting without termination due to an event herein stated, JMAA may at any time after such reletting elect to terminate this Agreement.

13.5. Application of Rents. In the event that JMAA relets the Demised Premises as provided above, then rentals received by JMAA from such reletting shall be applied: first, to the payment of any indebtedness other than rentals due hereunder from Airline to JMAA; second, to the payment of any cost of reletting; third, to the payment of rentals or other charges due and unpaid hereunder; and the residue, if any, shall be held by JMAA and applied in payment of future rentals as the same may become due and payable hereunder. Should that portion of such rentals received from such reletting during any month, which is applied to the payment of rent hereunder, be less than the rent payable during that month by Airline hereunder, Airline shall forthwith pay such deficiency to JMAA. Such deficiency shall be calculated and paid monthly. Airline shall also pay to JMAA, as soon as ascertained, any cost and expenses incurred by JMAA in such reletting not covered by the rentals received from such reletting of the Demised Premises.

13.6. Waiver. If JMAA shall enter into and repossess the Demised Premises for reason of default of Airline in the performance of any of the terms, covenants, or conditions herein contained, then, in that event, Airline hereby covenants that it will not claim the right to redeem or re-enter the repossessed areas to restore its operations hereunder and Airline hereby waives its right to such redemption and re-entrance under any present or future law.

13.7. Settlement. If proceedings shall at any time be commenced for recovery of possession as aforesaid and compromise or settlement shall be effected either before or after judgment whereby Airline shall be permitted to retain possession of the Demised Premises, then such proceeding shall not constitute a waiver of any condition or agreement contained herein or of any subsequent breach thereof.

13.8. Cumulative Rights. All rights and remedies of JMAA herein created or otherwise existing at law are cumulative and the exercise of one or more rights or remedies shall not be taken to exclude or waive the right to the exercise of any other. All such rights and remedies may be exercised and enforced concurrently and whenever and as often as deemed advisable.

13.9. Additional Rent. Any amount paid or expense or liability incurred by JMAA for the

Attachment: Tax Exemption request received from United Airlines Inc for personal property PPIN 12958 (15594 : Receipt of Request for Tax

account of Airline shall be deemed additional rental and the same may, at the option of JMAA, be added to any rent then due or thereafter due hereunder.

14. TERMINATION

14.1. General. Both JMAA and Airline shall have the right to cancel and terminate this Agreement as of the last day of any calendar month hereafter by giving the other at least thirty (30) days' prior written notice of the termination.

14.2. Termination for Government Use. In the event that the United States Government or the State of Mississippi or any agency or instrumentality thereof shall, by condemnation or otherwise, take title or possession of JAN or any portion thereof, JMAA may, at its option, terminate this Agreement as of the date of such taking by giving written notice of such termination to Airline, and, if Airline is not then in default under any of the provisions of this Agreement on said date, any rental, fee, or other charge prepaid by Airline shall, to the extent applicable to any period subsequent to the effective date of the termination, be promptly refunded to Airline. In the event any such taking shall materially interfere with Airline's operations at JAN, which interference cannot be substantially remedied by furnishing substituted facilities to Airline, Airline may also terminate this Agreement as aforesaid.

14.3. Termination Due to Court Decree. In the event that any tribunal, having jurisdiction shall render a decision which has become final and which, due to its nature, materially interferes with Airline's operations at JAN, Airline may, at its option, terminate this Agreement by written notice to Airline, and, if Airline is not in default under any of the provisions of this Agreement on the effective date of termination, any rental, fee, or other charge prepaid by Airline shall, to the extent applicable to any period subsequent to the effective date of termination, be promptly refunded to Airline. In the event the tribunal's decision is not rendered as a result of any act or omission of Airline, Airline may also terminate this Agreement as aforesaid.

14.4. Obligations Upon Termination. Upon termination of this Agreement for any reason, Airline shall promptly surrender possession of the Demised Premises and shall deliver all keys or access devices to JMAA that it may have to any or all portions of JAN.

15. HOLDING OVER

15.1. No Extension. Any holding over by Airline after any termination of this Agreement, with or without the consent of JMAA, shall not be deemed to operate as an extension or renewal of this Agreement.

15.2. Rentals. In the event JMAA consents to holding over by Airline, Airline shall continue to pay JMAA the monthly rentals, fees and charges as provided herein until such time as a new lease or other agreement is negotiated or until such time as JMAA shall

Attachment: Tax Exemption request received from United Airlines Inc for personal property PPIN 12958 (15594 : Receipt of Request for Tax

withdraw its consent. In the event Airline shall hold over without the consent of JMAA, Airline shall pay to JMAA, in addition to any rentals, fees and other charges which would otherwise be due during such period of holding over, one hundred fifty percent (150%) of the amount of the monthly rentals set forth in Section 6.1. hereof for every such month, or portion thereof, Airline holds over without the consent of JMAA.

16. NOTICES

16.1. Any notice given hereunder shall be given in writing, signed by the party giving such notice, and shall be sent by United States certified mail, return receipt requested, proper postage and registration fees prepaid, addressed to the party for whom intended, at the following address:

To JMAA: Jackson Municipal Airport Authority
Post Office Box 98109
Jackson, Mississippi 39298-8109

Attention: Chief Executive Officer

To Airline: United Airlines, Inc.
233 S Wacker Drive, 11th Floor HDQOU
Chicago, IL 60606

Attention: Vice President Corporate Real Estate

or to such other address as the party being given such notice shall from time to time designate to the other by notice given in accordance herewith.

17. GENERAL PROVISIONS

17.1. Assignment. Airline shall not assign or sublet this Agreement or any interest herein or allow the same to be assigned by operation of law or otherwise without the prior written consent of JMAA. Should JMAA approve any such assignment or sublease by Airline, it is expressly acknowledged, confirmed, and agreed that JMAA may, at its option, require such assignor or sublessee to pay a reasonable fee, charge, and/or rental, as the case may be, for the privilege and right to exercise rights granted to Airline hereunder, and, additionally, require such assignor or sublessee to enter into a written agreement with JMAA covering and confirming the scope of such rights and privileges, notwithstanding anything to the contrary herein. Nothing contained herein shall preclude Airline from assigning this Agreement to an entity with whom Airline may merge or consolidate or to an entity that may succeed to all or substantially all of the Airline's assets upon JMAA consent which shall not be unreasonably withheld.

Attachment: Tax Exemption request received from United Airlines Inc for personal property PPIN 12958 (15594 : Receipt of Request for Tax

17.2. Independent Contractor. Airline shall, at all times, be regarded as an independent contractor and shall at no time act as agent for JMAA. Nothing contained herein shall be deemed or construed by JMAA, Airline, or any third party as creating the relationship of principal and agent, partners, joint ventures, or any other similar such relationship between JMAA and Airline. Neither the method of computation of rentals, fees or other charges, nor any other provision contained herein, nor any acts of JMAA or Airline hereunder creates, or shall be deemed to create, a relationship other than the independent relationship of JMAA and Airline.

17.3. Approvals. Whenever this Agreement calls for the approval by JMAA, such approval shall be given in writing by the Executive Director and shall not be unreasonably withheld, conditioned or delayed.

17.4. Plans and Specifications. No approval by JMAA of any plans, drawings, specifications, or otherwise required herein shall infer or be implied to include the approval of architectural or engineering design or compliance with applicable laws or codes. JMAA, by approving such plans, drawings, and specifications, assumes no liability or responsibility therefor or for any defect in any structure or improvement constructed according to such plans and specifications.

17.5. United States Requirements. This Agreement is subject and subordinate to the provisions of any agreement hereof or hereafter made between JMAA and the United States Government relative to the operation or maintenance of JAN, the execution of which has been required or is required as a condition precedent to the transfer of federal rights or property to JMAA for airport purposes, or the expenditure of federal funds for the improvement or development of JAN.

17.6. Government Facilities. If funds for the provision, maintenance and operation of the control tower, instrument landing system, ground control approach or other navigational aids or facilities required or permitted by the United States Government and needed by Airline for the conduct and operation of an Air Transportation System which are now or may hereafter be furnished by the United States Government are discontinued, JMAA shall not be required to furnish such facilities.

17.7. Aerial Approaches. JMAA reserves the right to take any action it considers necessary to protect the aerial approaches of JAN against obstruction or interference, together with the right to prevent Airline from erecting, or permitting to be erected, any building or other structure on or adjacent to JAN which, in the opinion of JMAA, would limit the usefulness of JAN or constitute a hazard to aircraft.

17.8. Relocation. JMAA reserves the right, upon not less than thirty (30) days' prior written notice to Airline, from time to time to change the location of the Demised Premises, provided any substitution of space is substantially equivalent in size, location and usage to the premises Airline is leasing from JMAA hereunder. In the event JMAA makes such a relocation, all mutually agreed costs of the relocation, including any

Attachment: Tax Exemption request received from United Airlines Inc for personal property PPIN 12958 (15594 : Receipt of Request for Tax

construction costs for preparing the substitute space for Airline's occupancy, shall be paid by JMAA.

17.9. Bankruptcy. If at any time any proceeding in bankruptcy or under the Bankruptcy Code (Title 11 of the United States Code) as now in effect or as hereafter amended shall be instituted by Airline, or if a petition for relief is granted against Airline in an involuntary bankruptcy proceeding, Airline shall pay, in adequate protection payments the rentals, fees and other charges due hereunder until such time Airline elects to assume or reject this Agreement. If, in such event, Airline fails to make any such payments, (i) this Agreement shall be deemed to be rejected so that the Agreement will be terminated and JMAA shall have a claim against Airline for the rentals, fees and other charges then due JMAA hereunder, and (ii) JMAA shall be entitled to relief from the automatic stay to enforce its rights under the terms of this Agreement.

17.10. No Waiver. No delay or omission by JMAA in exercising any right, power, or remedy hereunder or otherwise afforded by contract, at law, in equity or by statute, shall constitute an acquiescence therein, impair any other right, power or remedy hereunder, or otherwise afforded by contract, at law, in equity, or by statute, or operate as a waiver of such right, power or remedy. No waiver by JMAA of any default by Airline hereunder shall operate as a waiver of any other default or the same default on a future occasion.

17.11. Headings. The article and section headings contained in this Agreement are inserted for convenience of reference only, and shall not be construed as defining, limiting, extending, or describing the scope of this Agreement, any article or section hereof, or the intent of any provision hereof.

17.12. Severability. If any provision of this Agreement, or the application thereof to any person or circumstance, shall be held invalid or unenforceable under any applicable law, such invalidity or unenforceability shall not affect any other provision of this Agreement that can be given effect without the invalid or unenforceable provision, or the application of such provision to other persons or circumstances, and, to this end, the provisions hereof are severable.

17.13. Waiver of Claims. Airline hereby waives any claim against JMAA for loss of anticipated profits caused by or resulting from any suit or proceeding directly or indirectly attacking the validity of this Agreement or any part thereof, or by any judgment or award in any suit or proceeding declaring this Agreement null, void, voidable or delaying the same or any part thereof from being carried out, so long as JMAA is diligently and in good faith contesting any such suit, proceeding, judgment or award.

17.14. Incorporation of Exhibits. All exhibits referred to in this Agreement are intended to be and hereby are specifically made a part of this Agreement.

Attachment: Tax Exemption request received from United Airlines Inc for personal property PPIN 12958 (15594 : Receipt of Request for Tax

17.15. Incorporation of Required Provisions. JMAA and Airline incorporate herein by this reference all provisions lawfully required to be contained herein by any governmental body or agency.

17.16. Nonexclusive Right. Nothing contained herein shall grant, or be deemed to grant, Airline the exclusive right to provide an Air Transportation System at JAN. JMAA reserves the right, at its sole discretion, to grant others certain rights and privileges at JAN which are identical in whole or in part to those granted to Airline hereunder.

17.17. Binding Effect. All terms, covenants, and conditions of this Agreement shall be binding upon and inure to the respective benefit of JMAA and Airline, their respective officers, employees, agents, representatives, contractors, subcontractors, licensees and invitees, all as the case may be.

17.18. Right to Amend. In the event that the FAA or its successors require modifications or changes in this Agreement as a condition precedent to the granting of funds for the improvement of JAN or otherwise, Airline shall make such amendments, modifications, revisions, supplements or deletions of any of the terms, conditions, or requirements of this Agreement as may be reasonably required. Any and all expenses of or to Airline resulting from such amendments, modifications, revisions, supplements or deletions shall be determined upon consultation with Airline and upon the mutual agreement of Airline and JMAA.

17.19. Rules, Regulations. JMAA shall at all times have the right to adopt and enforce uniform, reasonable and nondiscriminatory rules, regulations, and standards with respect to the use of JAN and any portions thereof, including, without limitation, the Demised Premises; provided, however, that such rules, regulations and standards shall be consistent with safety and security and with all relevant rules, regulations and orders of the FAA and TSA with respect to operations at JAN and with the provisions of this Agreement. Airline shall comply with reasonable promptness after being advised thereof with all applicable rules, regulations, and directives pertaining to JAN now in existence or hereafter promulgated by JMAA given Airline shall have the opportunity to provide comments on any such changes prior to promulgation and JMAA will take Airline comments into consideration prior to promulgation.

17.20. Time. Time is of the essence with regard to each and every provision of this Agreement.

17.21. Attorneys' Fees. If an action shall be brought on account of any breach of or to enforce or interpret any of the terms, covenants or conditions of this Agreement, the prevailing party shall be entitled to recover from the other party, such prevailing party's reasonable attorneys' fees.

17.22. Force Majeure. Neither JMAA nor Airline shall be deemed in violation of this Agreement if prevented from performing any of the obligations hereunder by reason

Attachment: Tax Exemption request received from United Airlines Inc for personal property PPIN 12958 (15594 : Receipt of Request for Tax

of strikes, boycotts, labor disputes, embargoes, shortages of material, acts of God, acts of the public enemy, acts of superior governmental authority, weather conditions, riots, rebellion, sabotage or any other circumstances for which JMAA or Airline is not responsible or which are not within JMAA's or Airline's reasonable control.

17.23. Fees and Rentals. Nothing contained herein shall restrict, or be deemed to restrict, JMAA's right to institute charges, rentals or fees to others for (i) the privilege of using or improving JAN or any portion or facilities thereof or space therein, (ii) the privilege of supplying goods, commodities, things, services or facilities at JAN, and (iii) making available services to be furnished by JMAA at JAN.

17.24. Governing Laws; Venue; Jurisdiction. This Agreement and the rights and obligations of JMAA and Airline hereunder shall be construed in accordance with and governed by the laws of the State of Mississippi, without regard to the principles of conflict of law. Any legal action or proceeding with respect to this Agreement shall be brought only in the state or federal courts of competent jurisdiction in Mississippi. By execution and delivery of this Agreement, Airline hereby irrevocably accepts for itself and in respect of its property, generally and unconditionally, the jurisdiction of the aforesaid courts. Airline hereby irrevocably waives any objection which it may now or hereafter have to the laying of venue of any of the aforesaid actions or proceedings arising out of in connection with this Agreement brought in the courts referenced above and hereby further irrevocably waives and agrees not to plead or claim in any such court that any such action or proceeding brought in any such court has been brought in an inconvenient form.

17.25. Understanding. JMAA and Airline acknowledge that they have thoroughly read this Agreement, all exhibits and attachments hereto, and have sought and received competent advice and counsel necessary for them to form a full and complete understanding of all rights and obligations herein.

17.26. Entire Agreement. This Agreement contains the entire agreement between the parties relating to the subject matter hereof and supersedes all oral statements and prior writings with respect hereto and may be altered, amended or modified only by a written document executed by JMAA and Airline.

17.27. Interpretation. This Agreement shall not be construed or interpreted in favor of or against JMAA or Airline on the basis of draftsmanship or preparation hereof.

[SIGNATURE PAGE TO FOLLOW]

Attachment: Tax Exemption request received from United Airlines Inc for personal property PPIN 12958 (15594 : Receipt of Request for Tax

IN WITNESS WHEREOF, JMAA and Airline have executed this Agreement to be effective as provided in Section 2.1 hereof.

JACKSON MUNICIPAL AIRPORT AUTHORITY

DATE: 2/2/17

Carl D. Newman, A.A.E. Chief Executive Officer

UNITED AIRLINES, INC.

DATE: January 19, 2017

By:

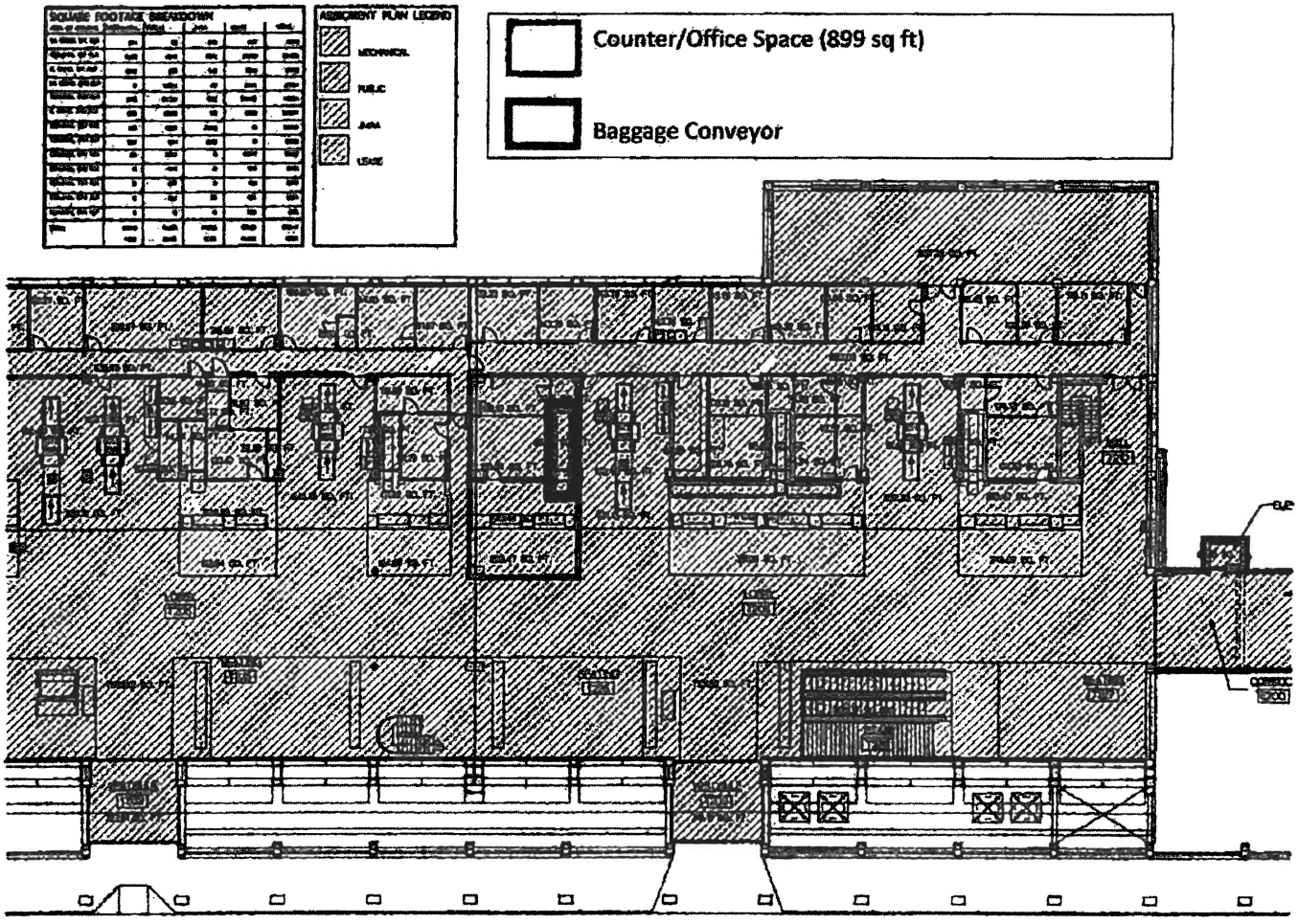
Peter Froehlich
Managing Director- Airport Affairs
Its: Corporate Real Estate

Attachment: Tax Exemption request received from United Airlines Inc for personal property PPIN 12958 (15594 : Receipt of Request for Tax

EXHIBIT A

Approximately eight-hundred-ninety-nine (899) square feet of counter/office space in the Terminal Building.

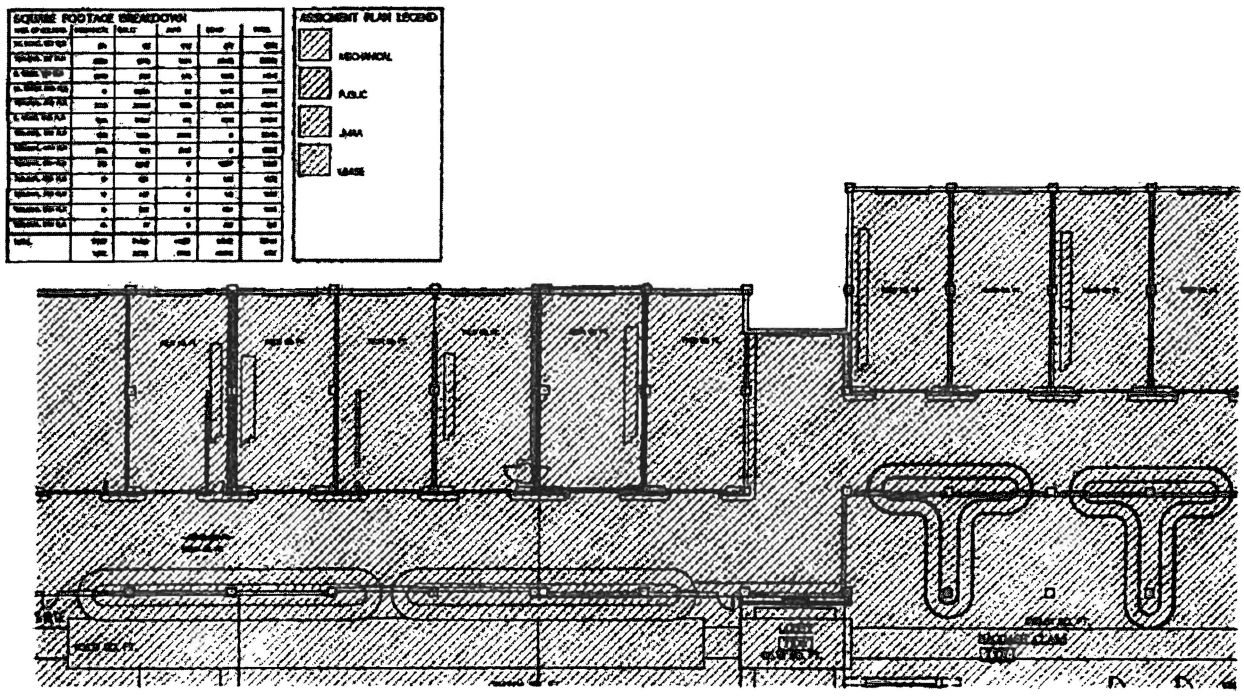
Baggage conveyor belt connecting the counter/office space described in Section 3.2.1.1, and the baggage make up area described in Section 3.2.1.2, at the rate of $25.00 per calendar month.



Attachment: Tax Exemption request received from United Airlines Inc for personal property PPIN 12958 (15594 : Receipt of Request for Tax

EXHIBIT B

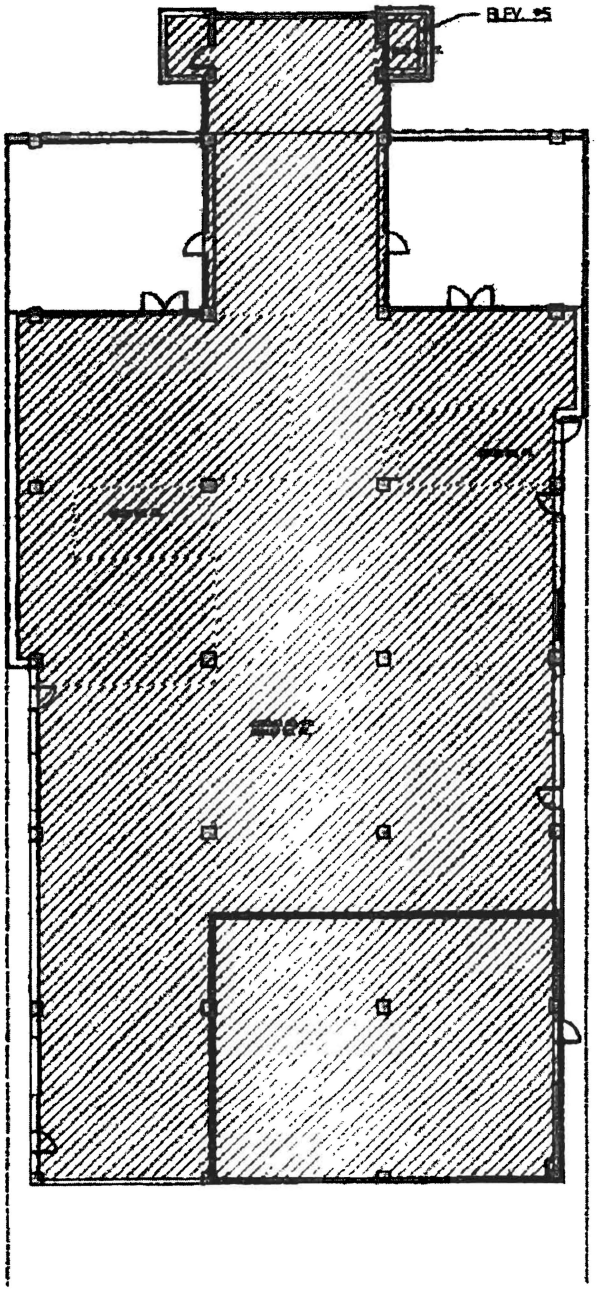
Approximately eight-hundred-sixty-eight (869) square feet of baggage make-up space in the Terminal Building



Attachment: Tax Exemption request received from United Airlines Inc for personal property PPIN 12958 (15594 : Receipt of Request for Tax

EXHIBIT C

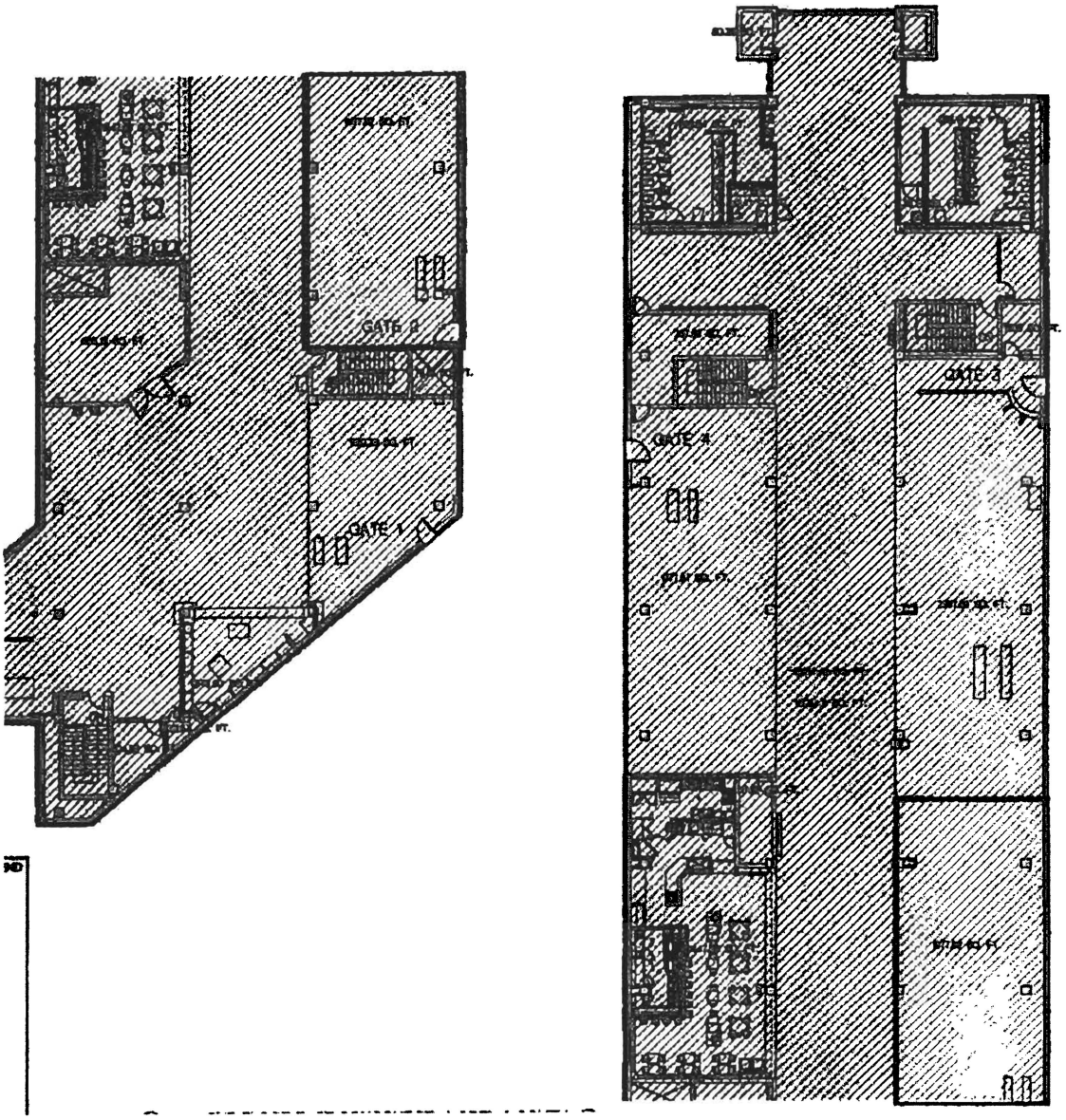
Approximately one-thousand-seven-hundred-six (1,706) square feet of operations space in the Terminal Building (East Concourse/Ramp Level.)



Attachment: Tax Exemption request received from United Airlines Inc for personal property PPIN 12958 (15594 : Receipt of Request for Tax

EXHIBIT D

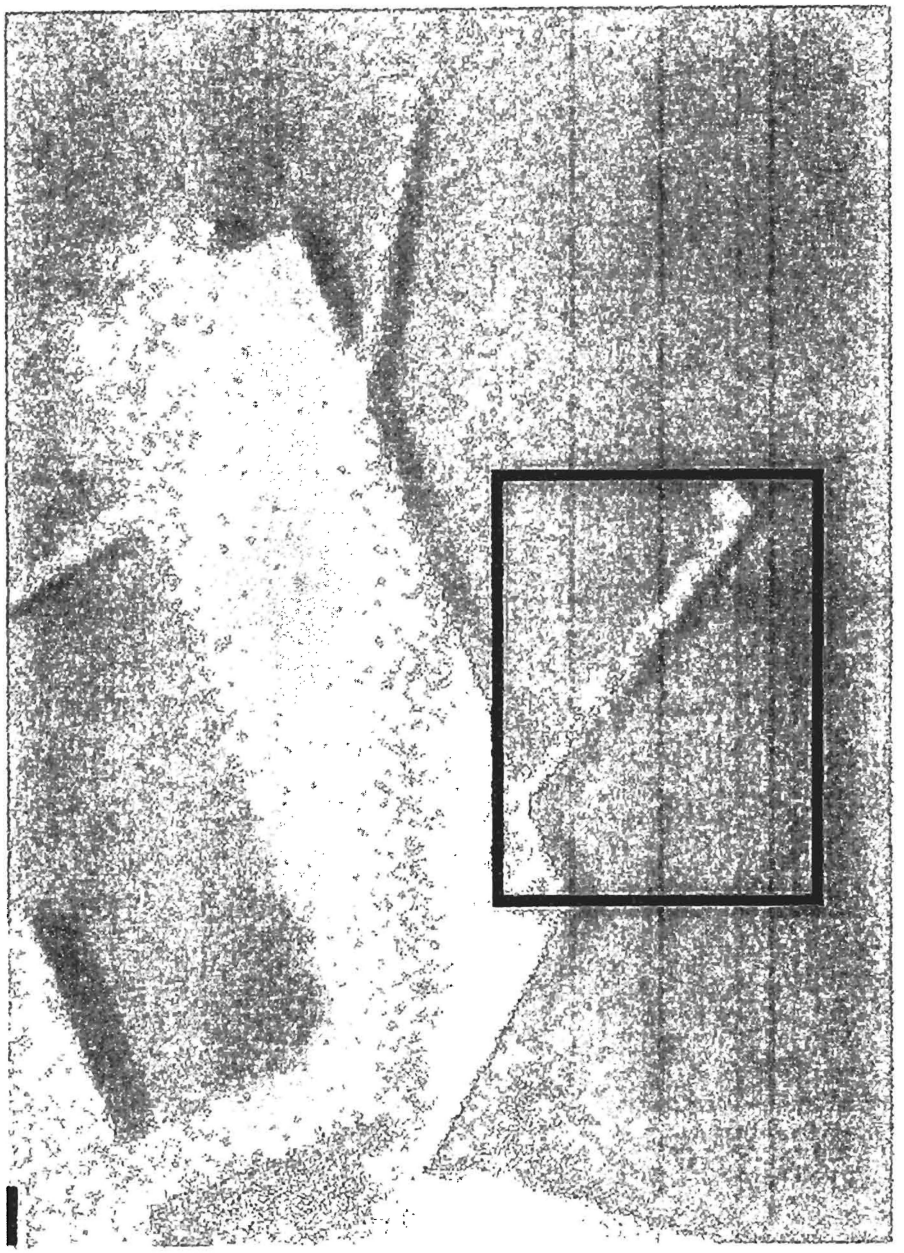
Approximately one thousand –nine-hundred-seventy-eight (1,978) square feet of space located at Gate Number 2 in the Terminal Building



Attachment: Tax Exemption request received from United Airlines Inc for personal property PPIN 12958 (15594 : Receipt of Request for Tax

EXHIBIT E

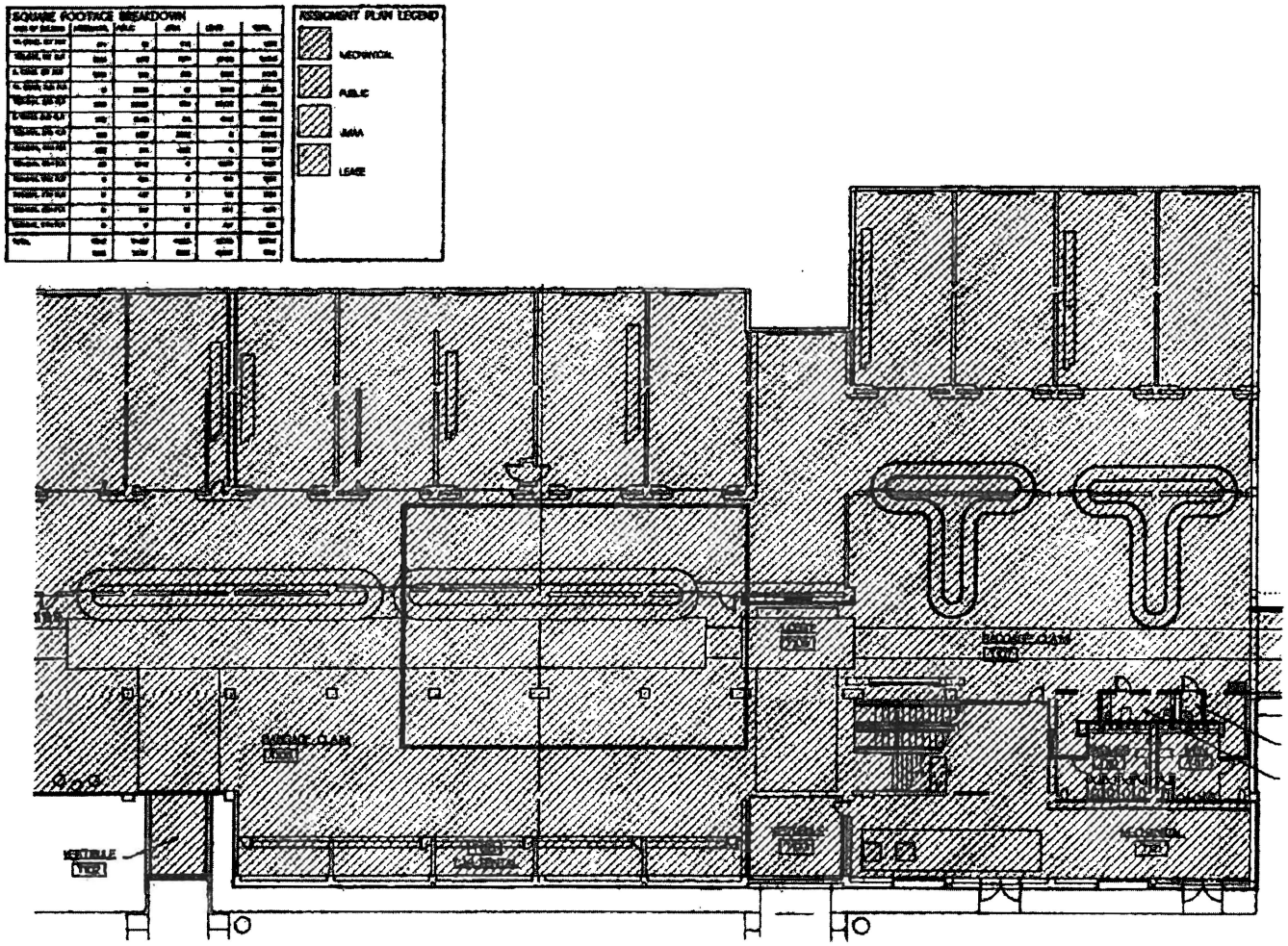
A passenger boarding bridge located at Gate Number 2 in the Terminal Building.



Attachment: Tax Exemption request received from United Airlines Inc for personal property PPIN 12958 (15594 : Receipt of Request for Tax

EXHIBIT F

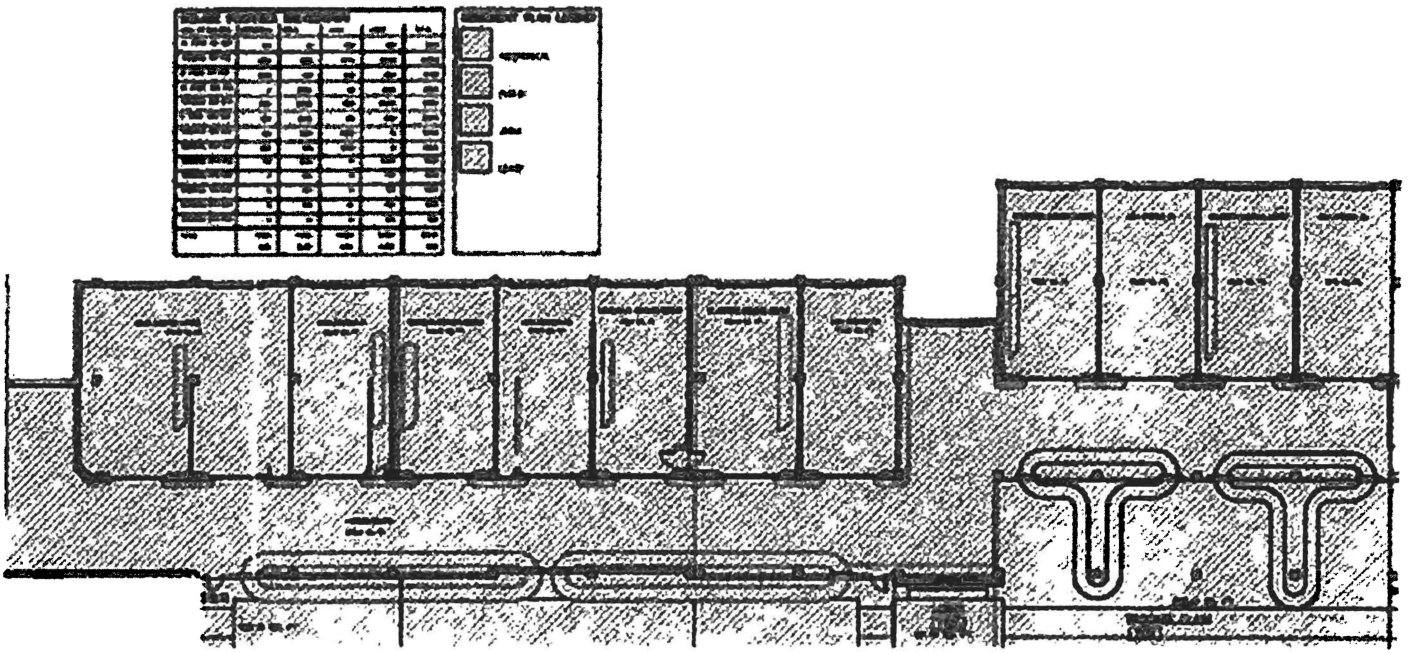
Non-exclusive use and access, in conjunction with other Certified Airlines, of approximately eight-thousand-eighty-eight (8,088) square feet of space in the baggage claim area of the Terminal Building



Attachment: Tax Exemption request received from United Airlines Inc for personal property PPIN 12958 (15594 : Receipt of Request for Tax

EXHIBIT G

Non-exclusive use and access, in conjunction with other Certified Airlines, of approximately six-thousand-six-hundred-seventy-two (6,672) square feet of Tug Tunnel Area at the rate of $76.49 per square foot per annum.



Attachment: Tax Exemption request received from United Airlines Inc for personal property PPIN 12958 (15594 : Receipt of Request for Tax

EXHIBIT H

Landing Fee	$2.99/1,000 Pounds	**Ground Transportation:**	
Terminal Space Rent Rate	$77.99 per Square Foot/Year	Permit	$100/Year
Jet Bridge	$1,286.89/Each/Month	License (except Motor coach/chartered operators)	$120/Quarter - $15 Late Fee
% of Gross Revenue (non-renter)	5% of gross revenue	License (Motor coach/chartered operators)	$37.50/Trip
Fuel Flowage Fee;		**Public Meeting Rooms:**	
JAN	$.07/Gallon	East Lobby	$100/Day
Hawkins Field	$.05/Gallon	Community Room	$200/Day
Aircraft Parking Fee (Terminal)	$500/Day	Staff Conference Room and Hawkins Conference Room	$150/Day
Aircraft Parking Fee (Remote)	$250/Day	Capitol Programming Conference Room	$150/Day
Airport Phone Interchange (API)	$39 per Extension/Quarter	Mezzanine	$150/Day
Passenger Facility Charge (airlines)	$4.50/Enplaned Passenger	**Services:**	
Customer Facility Charge (rental cars)	$5.00/Day	Audio Visual	$100/Day
Employee Parking (non-JMAA)	$7.50/Month	Furnishings	$100/Day
Employee Parking (non-JMAA) Lost Replacement Hangtag	$10 plus $7.50 per remaining months	**Public Parking:**	
I.D. Badge Fees:		Garage	$16.00 Max/Day
Initial Badge	$25/Year	Surface Lot	$14.00 Max/Day
Renewal	$25/Year	Long-term Lot	$10/Day
Security Threat Assessment	$3/Year	Non-Tenant/Non-Signatory Employee Long Term Parking	$125/Qtr.
Fingerprinting & CHRC	$46		
1st Lost Replacement/Badge	$50		
Additional Lost Replacement/Badge	$100		

Attachment: Tax Exemption request received from United Airlines Inc for personal property PPIN 12958 (15594 : Receipt of Request for Tax

EXHIBIT I

Security Surcharge Calculation Methodology which may be amended and supplemented from time to time (upon the mutual agreement of the parties hereto), to assist JMAA in providing security at JAN for the benefit of, among others, Airline and Airline's employees and customers.

	JACKSON MUNICIPAL AIRPORT AUTHORITY			
	SECURITY SURCHARGE (11/30/2016)			
1	AVERAGE SALARY OF 17 PD	54,631.70	3,213.63	
2	TOTAL SALARY FOR 5 PD	(#1 * 5)		16,068.15
3	AVERAGE INSURANCE OF 17 PD		591.68	
4	COST OF INSURANCE FOR 5 PD	(#3 * 5)		2,958.40
5	FICA FOR 5 PD	(#2* 7.65%)		1,229.21
6	PERS (RETIREMENT)	(#2 * 15.75%)		2,530.73
7	TOTAL BEFORE ADMIN COST			22,786.49
8	ADMIN COST	(20% *#7)		4,557.30
9	TOTAL SEC. COST	(#7 + #8)		27,343.79
10	CHECKPOINT ATTENDANT SERVICE CHARGE BACKS			4,426.38
		GRAND TOTAL		31,770.17

Attachment: Tax Exemption request received from United Airlines Inc for personal property PPIN 12958 (15594 : Receipt of Request for Tax

John A. Sullivan
TAX ASSESSOR
RANKIN COUNTY

211 EAST GOVERNMENT STREET
Suite C
BRANDON, MISSISSIPPI 39042

(601) 825-1470
(601) 355-0527
Fax (601) 824-2457

November 16, 2020

Rankin County Board of Supervisors
211 East Government Street, Suite A
Brandon, MS 39042

Re: United Ground Express, Inc.
Parcel Number(s):
Personal Property PPIN: 13794

Gentlemen:

United Ground Express, Inc. request Rankin County Board of Supervisors grant exempt status authorized by Miss Code Section 61-3-21 on the personal property owned and used by United Ground Express, Inc.

Thank you for your consideration of this matter.

Sincerely,

John A. Sullivan

John A Sullivan

Attachment: Tax Exemption request received from United Ground Express linc for personal property PPIN 13794 (15595 : Receipt of Request

APPLICATION FOR AD VALOREM TAX EXEMPTION

AS AUTHORIZED BY SECTION 61-3-21, et seq., MISSISSIPPI CODE OF 1972, AS AMENDED

NAME OF ENTERPRISE: United Ground Express, Inc.

PHYSICAL ADDRESS: 100 International Drive, Jackson

TYPE OF INDUSTRY: Airline Service PRODUCT/SERVICE: Ground Handling

LOCATION – COUNTY: Rankin CITY : Jackson

TRUE VALUE OF PROPERTY EXEMPTED: $522,165 in Cost

*Attach an itemized list of property to be exempted as Exhibit "A".

*Attach a current lease agreement as Exhibit "B".

Please see attached Exhibit B for United Airline's lease at JAN for United and its affiliates.

MARK THE LISTING BELOW THAT APPLIES TO YOUR BUSINESS

____ The taking off and landing of commercial and private aircraft at the airport or air navigation facility;

____ The maintenance or repair of commercial or private aircraft taking off and landing at the airport or air navigation facility;

____ The storage, via hanger or otherwise, of commercial or private aircraft taking off and landing at the airport or air navigation facility;

____ The shipping or transporting of freight by aircraft at the airport or air navigation facility;

_X_ The provision of ground and air transportation services to commercial or private aircraft passengers;

____ The supplying of goods, commodities, things, services or facilities primarily;
1. To commercial and private aircraft taking off and landing at the airport or air navigation facility;
2. Within the airport terminal building to commercial or private aircraft passengers in the process of traveling on such aircraft.

____ Any fixed base operator activities providing aviation services at the airport or air navigation facility.

The applicant request that the Board approve this application by an order spread on its minutes declaring that the above property be exempt from all ad valorem taxation. The above information is true and correct as certified by the applicant. This application is submitted on the 8th day of July, 2020.

United Ground Express, Inc.
Applicant (Name of Taxpayer)

By: Andrea Campbell Andrea Campbell

Title: Manager - Property & Fuel Excise Tax

ATTEST:

Attachment: Tax Exemption request received from United Ground Express linc for personal property PPIN 13794 (15595 : Receipt of Request

Attachment: Tax Exemption request received from United Ground Express linc for personal property PPIN 13794 (15595 : Receipt of Request

Exhibit A

Summary by State Class and Acquisition Year
Declaration of Property Owned and Used by Owner

Rankin County Assessor - 013794

Assessment Date: 01/01/2020

Assessed - Personal Property

State Class	Year	Reported Cost	Current Value	Rendered Value	Assessor's Use
Machinery, Tools, Equipment	2019	6,775.00	5,420.00	813.00	
	2018	64,396.57	37,350.01	5,602.00	
	2017	450,993.19	153,337.67	23,001.00	
		522,164.76	**196,107.68**	**29,416.00**	
Total		**522,164.76**	**196,107.68**	**29,416.00**	

Assr Acct #: 013794

Taxpayer's Address:
United Ground Express, Inc
233 South Wacker
14th Floor-HDQCT
Chicago, IL 60606

morgan.claessens

Exhibit B

UNITED
CONTRACT
185049

AIRPORT USE PERMIT AND LEASE AGREEMENT

Between

JACKSON MUNICIPAL AIRPORT AUTHORITY

and

UNITED AIRLINES, INC.

Attachment: Tax Exemption request received from United Ground Express linc for personal property PPIN 13794 (15595 : Receipt of Request

AIRPORT USE PERMIT AND LEASE AGREEMENT

Between

Jackson Municipal Airport Authority

And

United Airlines, Inc.

This Airport Use Permit and Lease Agreement (this "**Agreement**") is made and entered into by and between Jackson Municipal Airport Authority ("**JMAA**"), a public body corporate and politic of the State of Mississippi, and United Airlines, Inc. (the "**Airline**"), a Delaware corporation.

WITNESSETH:

Whereas, JMAA operates the Jackson-Medgar Wiley Evers International Airport ("**JAN**" or "**Airport**"), located in the City of Jackson, Rankin County, Mississippi, and has the power to grant rights and privileges with respect thereto; and

Whereas, Airline desires to obtain, and JMAA desires to grant, the right and privilege for Airline to provide certain air transportation services at JAN and to use certain facilities at JAN in connection therewith;

Now, Therefore, in recognition of and reliance on the foregoing recitals, and in consideration of the mutual covenants and promises hereinafter set forth, and in exchange for other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, JMAA and Airline agree as follows:

1. DEFINITIONS

1.1. Definitions. The following terms shall have the following meanings:

1.1.1. "**Affiliate**" shall mean any air transportation company that is (i) a parent, sister or subsidiary of Airline, or (ii) shares an International Air Transportation Association (IATA) flight designator code with Airline at JAN (Code-Sharing Partner), or (iii) otherwise operates under essentially the same trade name as Airline at JAN and uses essentially the same livery as Airline, or (iv) such other carriers, whether or not operating under essentially the same trade name or essentially the same livery as Airline, with whom Airline has entered into a capacity purchase or similar agreement to purchase all of the capacity of certain aircraft operated at JAN by such carrier(s); provided that no major airline, as such term is defined by the FAA, shall be classified as an Affiliate of another

Attachment: Tax Exemption request received from United Ground Express linc for personal property PPIN 13794 (15595 : Receipt of Request

major airline, unless either clause (i), (iii) or (iv) above defines the relationship between such airlines at JAN; and provided, further, that Airline may at any time give the City thirty (30) days prior written notice that such an air transportation company otherwise meeting the definition of an "Affiliate" hereunder shall no longer be considered an Affiliate of Airline for purposes of this Agreement. During such period of time that a company is an Affiliate of Airline in accordance with the terms hereof, Affiliate shall have the rights afforded Airline hereunder without the payment of any additional fees, charges or premiums and shall (1) be charged at the same fees, rates and charges as Airline, and (2) be considered as one party with Airline, for purposes of calculating any joint use or shared use space charges, and for any reconciliation process related to fees and charges.

1.1.2. "**Agreement**" shall mean this Airport Use Permit and Lease Agreement and all amendments, modifications, and supplements hereto.

1.1.3. "**Airline**" is defined in the first paragraph of this Agreement.

1.1.4. "**Air Transportation System**" shall mean a transportation system by aircraft at JAN offered by a Certified Airline for, among other things, the carriage of persons, property, baggage, cargo, express and mail.

1.1.5. "**Baggage Area**" shall have the meaning assigned to such term in Section 33.3 hereof.

1.1.6. "**Certified Airline**" shall mean any air transportation company serving JAN on the basis of an agreement that is substantially similar to this Agreement.

1.1.7. "**Certified Weight**" shall mean the current maximum allowable gross landing weight of an aircraft at JAN as certified by the FAA.

1.1.8. "**Chief Executive Officer**" shall mean the Chief Executive Officer of JMAA as the same may be from time to time, and shall include such person or persons as may from time to time be authorized by JMAA or by the Chief Executive Officer to act for the Chief Executive Officer with respect to any or all matters pertaining to this Agreement.

1.1.9. "**Demised Premises**" shall mean, collectively, the Exclusive Use Premises and the Gate Premises.

1.1.10. "**Exclusive Use Premises**" shall mean the approximately five-thousand-four-hundred-fifty-three (5,453) square feet of space located in the Terminal Building leased to Airline hereunder for Airline's exclusive use, all as more particularly set forth in Section 3.2 hereto and the Exhibits referenced therein.

Attachment: Tax Exemption request received from United Ground Express linc for personal property PPIN 13794 (15595 : Receipt of Request

1.1.11. "**FAA**" shall mean the Federal Aviation Administration.

1.1.12. "**Gate Premises**" is defined in Section 3.2.2 hereof.

1.1.13. "**Ground Handler**" shall mean a third party contractor of Airline that perform ground handling services (including above-the-wing and below-the-wing ground handling services, processing of passengers, mail, cargo, de-icing and other servicing of aircraft, as may the Airline may request) for and on behalf of Airline at JAN.

1.1.14. "**Improvements**" shall mean any alterations or additions made by Airline to or on the Demised Premises.

1.1.15. "**JAN**" shall mean the Jackson-Medgar Wiley Evers International Airport located in the City of Jackson, Rankin County, Mississippi, and shall include any extensions, additions, or improvements thereto, but shall exclude any satellite or auxiliary landing field, airport, or other facility now or hereafter owned or operated by JMAA, unless otherwise included in the definition of JAN by an amendment hereto.

1.1.16. "**JMAA**" shall mean the Jackson Municipal Airport Authority, a public body corporate and politic of the State of Mississippi.

1.1.17. "**Passenger Boarding Bridge**" is defined in Section 3.2.3 hereof.

1.1.18. "**Terminal Building**" shall mean the main terminal building at JAN and all appurtenances thereto, including, without limitation, all concourses and fingers.

1.1.19. "**TSA**" shall mean the Transportation Security Administration.

1.2. References. The following references shall, unless the context requires otherwise, have the following meanings.

1.2.1. The words "***hereof***", "***herein***", "***herewith***", "***hereunder***" and words of similar meaning shall refer to this Agreement as a whole and not to any particular provision of this Agreement.

1.2.2. Where the context requires, the use of singular numbers or pronouns shall include the plural and vice versa, and the use of pronouns of any gender shall include any other gender.

Attachment: Tax Exemption request received from United Ground Express linc for personal property PPIN 13794 (15595 : Receipt of Request

2. TERM

2.1. Notwithstanding the actual date of execution hereof, this Agreement shall be effective as of February 1, 2017, and shall continue on a month-to-month basis thereafter, unless terminated by either party either hereto upon no less than thirty (30) days' prior written notice to the other party; provided, however, that any obligation as to which United shall be in default upon any termination of this Agreement shall survive the termination hereof.

3. RIGHTS AND PRIVILEGES

3.1. General. Airline shall, and hereby does, have the right and privilege, in common with others so authorized, to use JAN and all appurtenances thereto, together with all facilities, equipment, improvements, rights, licenses, privileges, and services which have been, or may hereafter be, provided at or in connection with JAN for the purpose of operating and providing an Air Transportation System, which use, without limiting the generality hereof, shall include:

3.1.1. The right and privilege to land, take off, fly, taxi, tow, park, load and unload aircraft and other equipment operated by or for the benefit of Airline, which are used in connection with its conduct and operation of an Air Transportation System.

3.1.2. The right and privilege to use and access the Demised Premises, whether alone or in conjunction with any other Certified Airline, for any and all purposes in connection with and incidental to Airline's conduct and operation of an Air Transportation System, including, without limiting the generality hereof, the handling, ticketing, billing and manifesting of persons, property, baggage, cargo, express and mail.

3.1.3. The right and privilege to install maintain and operate such radio or other communications, meteorological, and aerial navigational equipment and facilities at JAN as may be reasonably necessary or incidental to Airline's conduct and operation of an Air Transportation System, subject, however, to the prior written approval of JMAA.

3.1.4. The right and privilege to repair, maintain, condition, service, test, park and store aircraft and other equipment operated by or on behalf of Airline.

3.1.5. The right and privilege to train personnel in the employ of, or to be employed by, Airline, its Affiliate(s) or its Ground Handler.

3.1.6. The right and privilege to sell, lease, transfer, dispose and exchange Airline's aircraft, engines, accessories and other equipment and supplies.

Attachment: Tax Exemption request received from United Ground Express linc for personal property PPIN 13794 (15595 : Receipt of Request

3.1.7. The right and privilege to service aircraft and other equipment by or on behalf of United, whether by Airline or others, by motor vehicles or otherwise, with gasoline, fuel, propellants, oil, greases, lubricants and other supplies, including food and beverages, as may be reasonably necessary or incidental to Airline's conduct and operation of an Air Transportation System. Subject to the negotiation and execution of a separate written agreement covering the subject matter thereof, and Airline's compliance therewith, the foregoing right and privilege shall include the right to install and maintain adequate storage facilities at JAN for such gasoline, fuel, propellants, oil, greases, lubricants and supplies, in which event such storage facilities, pumps, motors, filters, structures and appurtenances incidental to the use thereof which are installed or placed on a leased storage area designated by JMAA shall remain the severable property of Airline, its Affiliate(s) or its Ground Handler, as applicable.

3.1.8. The right and privilege to load and unload property, baggage, cargo, express and mail by such motor vehicles or other manner of conveyance as Airline may reasonably desire or require in its conduct and operation of an Air Transportation System, with the right to designate and contract with, in the absence of a reasonably satisfactory ground carrier designated by JMAA, a particular carrier or carriers who shall or may regularly transport Airline's property, baggage, cargo, express and mail to and from JAN, subject, however, to the prior written approval of JMAA.

3.1.9. The right and privilege to install and operate, at Airline's expense, a sign or signs on the Demised Premises identifying the business of Airline, which sign or signs shall be substantially uniform in size, type, and location with those of other Certified Airlines; provided, however, that the number, general type, size, design and location of such sign or signs shall be subject to the prior written approval of JMAA.

3.1.10. The right and privilege to use all public areas, inside or outside the Terminal Building, which use shall be nonexclusive and in common with others and shall be subject to reasonable rules and regulations of JMAA.

3.1.11. The rights and privileges granted to Airline with respect to the performance of ground services and activities in connection with its Air Transportation System may be exercised by Airline for and on behalf of any other Certified Airline, or for or on behalf of Airline by any company or person designated by Airline; provided, however, that Airline shall not provide into-plane fuel services for non-scheduled flights of any air transportation company utilizing JAN unless such services cannot be provided by, or at the direction of, JMAA. Except as specifically provided for in this Agreement nothing herein shall give, or be deemed to give, Airline any right or privilege to sell or provide any goods or services at JAN which are not incidental to its operation and conduct of an Air

Attachment: Tax Exemption request received from United Ground Express linc for personal property PPIN 13794 (15595 : Receipt of Request

Transportation System, nor shall any right and privilege granted hereunder include, or be construed to include, the authorization to conduct and operate a separate and distinct business at JAN, such rights and privileges being granted only to the extent necessary to permit Airline to perform such functions as are incidental to its conduct and operation of an Air Transportation System. Should Airline contract with or obtain the assistance from any third party to assist Airline in the conduct and operation of its Air Transportation System, JMAA shall have the right, at its option, to require such third party to pay JMAA a reasonable fee, charge, toll, and/or rental, as the case may be, as a condition to the privilege extended such third party and the performance of services by such third party thereunder, each of which shall be established with due regard to the property and improvements used and expenses of operation to JMAA, and, additionally, require such third party to enter into a written agreement with JMAA to cover and confirm the scope of such privileges and services.

3.1.12. During such period of time that a company is an Affiliate of Airline, such Affiliate shall have the rights afforded Airline hereunder without the payment of any additional fees, charges or premiums and shall (1) be charged at the same fees, rates and charges as Airline, and (2) be considered as one party with Airline, for purposes of calculating any joint use or shared use space charges, and for any reconciliation process related to fees and charges.

3.2. Demised Premises.

3.2.1. Exclusive Use Premises. JMAA hereby leases, lets and demises unto Airline, and Airline hereby leases from JMAA, for Airline's exclusive use, the following described areas, comprising a total combined area in the Terminal Building of approximately five-thousand-four-hundred-fifty-three (5,453) square feet, all of which are collectively referred to herein as the "Exclusive Use Premises."

3.2.1.1. Approximately eight-hundred-ninety-nine (899) square feet of counter/office space in the Terminal Building, said space being depicted and shown on **Exhibit "A"** attached hereto.

3.2.1.2. Approximately eight-hundred-sixty-eight (869) square feet of baggage make-up space in the Terminal Building, said space being depicted and shown on **Exhibit "B"** attached hereto.

3.2.1.3. Approximately one-thousand-seven-hundred-six (1,706) square feet of operations space in the Terminal Building, said space being depicted and shown on **Exhibit "C"** attached hereto.

Attachment: Tax Exemption request received from United Ground Express linc for personal property PPIN 13794 (15595 : Receipt of Request

3.2.1.4. Approximately one thousand –nine-hundred-seventy-eight (1,978) square feet of space located at Gate Number 2 in the Terminal Building, said space being depicted and shown on **Exhibit "D"** attached hereto and being herein referred to as the "**Gate Premises**." It is acknowledged by Airline that JMAA may allow portions of Gate Number 2 be used by other Certified Airlines when such other Certified Airlines' use does not interfere with Airline's operations, whether scheduled or unscheduled, and upon consultation with Airline and only if no other unleased gates are not otherwise available for usage by such Certified Airlines first. Airline shall, in no case, be liable for such use by other Certified Airlines.

3.2.2. Passenger Boarding Bridge. JMAA hereby leases, lets, and demises up to Airline, and Airline hereby leases from JMAA, a passenger boarding bridge located at Gate Number 2 in the Terminal Building, said space being depicted and shown on **Exhibit "E"** attached hereto and being herein referred to as the "**Passenger Boarding Bridge**."

3.2.3. Improvements. In addition to the rights and privileges set forth in Section 3.1 above, Airline shall have the right and privilege to make additional Improvements to the Demised Premises as may be reasonably necessary for or incidental to the conduct and operation of an Air Transportation System, subject to, in addition to compliance with all other terms and conditions of this Agreement, the following conditions:

3.2.3.1. All Improvements shall be consistent and in accord with the design and decor of the Terminal Building and shall comply with all applicable federal, state and local laws, rules, regulations and ordinances.

3.2.3.2. Airline shall submit all plans, drawings, and specifications for any construction, installation, or alteration of the Improvements to JMAA, Airline's use of which shall be subject to the prior written approval of JMAA.

3.2.3.3. Airline shall submit a copy of any proposed construction agreement with respect to the Improvements to JMAA, Airline's execution of which shall be subject to the prior written approval of JMAA.

3.2.3.4. Unless the parties mutually agree otherwise, any construction, installation, maintenance of, and otherwise alterations to the Improvements made by Airline shall be made at Airline's sole cost and expense.

3.2.3.5. The Improvements shall become JMAA's property upon the

Attachment: Tax Exemption request received from United Ground Express Inc for personal property PPIN 13794 (15595 : Receipt of Request

termination of this Agreement; provided, however, that, if Airline is not then in default of any portion of this Agreement, Airline shall have the right to remove those portions of the Improvements which consist of Airline's trade fixtures and personal property and which are not permanently affixed to the Demised Premises. Airline shall remove such trade fixtures and personal property from the Demised Premises before the termination of this Agreement and shall, at its sole cost and expense, promptly restore any damage to the Demised Premises or the Improvements caused by such removal.

3.2.3.6. Airline shall assume full responsibility for any and all damages, injuries and claims which may result to any person or persons, or to their property, or to adjoining property, by reason of Airline's construction, installation, alteration, or removal of the Improvements. Airline shall hold harmless and indemnify JMAA from and against any such damages, injuries, and claims resulting from such construction, installation, alteration or removal performed by Airline, together with any and all expenses incidental thereto, including, without limitation, reasonable attorneys' fees, except to the extent any damage, injury or claim arises out of the negligence of JMAA or JMAA's contractors', or each of their employees, contractors, subcontractors, representatives, agents or invitees.

3.3. Baggage Area. Airline shall have the right and privilege to the non-exclusive use and access, in conjunction with other Certified Airlines, of approximately eight-thousand-eighty-eight (8,088) square feet of space in the baggage claim area of the Terminal Building, said space being depicted and shown on **Exhibit "F"** attached hereto and being herein referred to as the "Baggage Area".

3.4. Right of Ingress and Egress. Airline shall have the right and privilege of ingress to and egress from the premises and facilities referred to in Sections 3.1, 3.2, and 3.3 above for itself, its employees, agents, passengers, guests, patrons, contractors, suppliers of material, furnishers of services, aircraft, equipment, vehicles, machinery and other property, without charge to Airline or its employees, agents, passengers, guests, patrons, contractors, suppliers of materials, furnishers of services or their said property, except as may be otherwise provided herein. Nothing contained herein shall limit, or be deemed to limit, JMAA's right to impose reasonable charges for ground transportation services provided by third parties (other than Affiliates or other Certified Carriers), in-flight food and beverage services furnished by licensed third party concessionaires and users of parking.

Attachment: Tax Exemption request received from United Ground Express linc for personal property PPIN 13794 (15595 : Receipt of Request

4. OPERATING STANDARDS

4.1. General. Airline shall maintain an Air Transportation System, with adequately manned and equipped facilities for the conduct of its operations.

4.2. Operations. Airline shall conduct and operate its Air Transportation System in a timely, orderly and proper manner and shall cooperate and coordinate its activities with JMAA so as not to annoy, disturb or be offensive to customers, patrons and other tenants or lessees at JAN.

4.3. Rules and Regulations. Airline shall observe and obey all reasonable, non-discriminatory and lawful Rules and Regulations established, promulgated, and/or adopted consistent with this Agreement from time to time during the term hereof by the Authority, governing conduct on and operations at the Airport and use of its facilities. Such Rules and Regulations shall also be consistent with applicable federal, state and local laws. For any new or revised Rules and Regulations, the Authority will provide Airline with a reasonable opportunity to comment on such requirements and will duly consider and incorporate such comments, as appropriate, before final promulgation. Copies of the Rules and Regulations, as adopted, shall be on file in the Chief Executive Officer's office and available during normal business hours.

4.4. Manager. Airline shall have a duly authorized representative(s) available, whether of Airline or Ground Handler, at JAN who is authorized to conduct day to day operations on behalf of Airline. Such representative(s) will make themselves available to JAN during regular business hours, so long as it does not interfere with Airline's operations.

4.5. Permits and Licenses. Airline shall timely obtain and pay for all licenses and permits necessary for, and promptly satisfy all costs and expenses associated with, Airline's operations at JAN. Including but not limited to registration with the Mississippi Secretary of State to do business in the State of Mississippi, and a City of Jackson, Mississippi Business Privilege License. Airline shall timely pay all fees, taxes and charges assessed or imposed by any governmental authority, insofar as they are applicable to Airline's and operations.

4.6. Nondiscrimination.

Airline, for itself, its heirs, personal representatives, successors in interest and assigns, as part of the consideration hereof, does hereby covenant and agree as follows:

4.6.1. That no person on the grounds of race, creed, color, sex, age, disability, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Leased Premises.

4.6.2. That in the construction of any improvements on, over, or under the Leased Premises and the furnishing of services thereon, no person on the grounds of

Attachment: Tax Exemption request received from United Ground Express linc for personal property PPIN 13794 (15595 : Receipt of Request

Attachment: Tax Exemption request received from United Ground Express linc for personal property PPIN 13794 (15595 : Receipt of Request

race, creed, color, sex, or national origin shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination.

4.6.3. That Airline shall use the Leased Premises in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Part 21, Nondiscrimination in federally assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulation may be amended. Airline shall also comply with the applicable provisions of Section 504 of the Rehabilitation Act of 1973 (P.L. 93 112) and 49 CFR Part 27.

4.6.4. That, in the event of breach of any of the above nondiscrimination covenants, the Authority shall have the right to terminate this Agreement and re-enter and repossess the Leased Premises and the improvements thereon, and hold the same as if said Agreement had never been made or issued.

4.7. Security Identification/Access Media. Airline shall obtain a Security Identification/Access Media from JMAA for each of Airline's employees at JAN which shall be conspicuously displayed by each such employee while on duty. The Security Identification/Access Media shall designate the wearer as an employee of Airline and shall include the employee's full name, a badge number and the employee's picture. In connection with obtaining the Security Identification/Access Media, each employee of Airline is subject to the requirements of this provision shall complete and deliver to JMAA an application for Security Identification/Access Media in accordance with the existing TSA rules and regulations.

4.8. Criminal History Records Check. Airline shall obtain, at its expense, a criminal history records check for each of Airline employees performing any duties at JAN in accordance with the existing TSA rules and regulations.

4.9. Employee List Upon Request. Airline or its Ground Handler shall provide JMAA with a list of all persons employed by Airline at JAN. The employee list supplied to JMAA shall include the full name, badge number and area of responsibility for each such employee. At all times, Airline shall promptly notify JMAA, in writing, of any employee changes and shall supplement the employee list accordingly.

4.10. Liens and Encumbrances. Airline shall keep the Demised Premises free and clear of any liens and encumbrances arising or growing out of Airline's use and occupancy of the Demised Premises. Airline shall promptly remove any and all liens of any nature arising out of or because of any construction performed by Airline or any of its contractors or subcontractors upon the Demised Premises or arising out of or because of the performance of any work or labor upon or the furnishing of any materials for use at said Demised Premises, by or at the direction of Airline.

4.11. Smoking. United personnel shall not smoke in areas designated as "No Smoking."

4.12. Damage Reports. Airline or its Ground Handler shall submit, as soon as reasonably practicable, a full written report of the fact and extent of any damage to JMAA property or equipment caused by Airline, whether in whole or in part.

4.13. Other Use. Airline shall not use or permit the use of the Demised Premises or any portion thereof for any purpose or use other than as authorized by this Agreement

5. KEYS/ELECTRONIC ACCESS DEVICES

5.1. JMAA shall furnish Airline keys or access devices as may be reasonably necessary for the performance of Airline's operations at and on JAN. Keys or access devices supplied to Airline shall be secured by Airline as deemed necessary in Airline's discretion and in compliance with TSA standards. No keys or access devices issued to Airline by JMAA shall be duplicated without JMAA's consent. A reasonable replacement fee will be charged to, and paid by, Airline for keys or access devices that are lost. The loss of any keys or access devices shall be reported promptly and in writing by Airline to JMAA. If, in the opinion of JMAA, it becomes necessary to replace or recode locks for reasons of security due to the loss or duplication of keys/electronic access media by Airline, the direct and actual cost of such replacement or recoding will be charged to, and paid by, Airline.

6. RENTALS, FEES AND CHARGES

6.1. Rentals, Fees, and Charges. For and in consideration of the rights and privileges herein granted, Airline shall pay the following rentals, fees, and charges to JMAA.

6.1.1. Exclusive Use Premises. A rental, for the total combined area consisting of approximately five-thousand-four-hundred-fifty-three (5,453) square feet of space making up the Exclusive Use Premises, at the rate per square foot per annum designated for the Exclusive Use Premises and set forth on **Exhibits "A" through "D"** attached hereto and made a part hereof, as may be amended and supplemented from time to time upon the mutual agreement of the parties hereto. Airline shall pay the rentals for the Exclusive Use Premises in equal monthly installments, in advance, on or before the fifth (5th) day of each calendar month during the term of this Agreement, without notice or demand, at the place designated by JMAA pursuant to Section 16 hereof.

6.1.2. Gate Premises. A rental, for the approximately one-thousand-nine-hundred-seventy-eight (1,978) square feet of space making up the Gate Premises, at the rate of per square feet per annum as designated for the Gate Premises and set forth on **Exhibit "D"** attached hereto and made a part hereof, as the same may be amended and supplemented from time to time upon the mutual agreement of the parties hereto. Airline shall pay the rentals for the Gate Premises in equal monthly in installments, in advance, on or before the fifth (5th) day of each

Attachment: Tax Exemption request received from United Ground Express Inc for personal property PPIN 13794 (15595 : Receipt of Request

calendar month during the term of this Agreement, without notice or demand, at the place designated by JMAA pursuant to Section 16 hereof.

6.1.3. Belt Rental. A monthly belt rental, for use of the conveyor belt connecting the counter/office space described in Section 3.2.1.1, and the baggage make up area described in Section 3.2.1.2, at the rate as designated for the belt rental and per calendar month set forth in **Exhibit "A"** attached hereto and made a part hereof, as the same may be amended and supplemented from time to time upon the mutual agreement of the parties hereto. Airline shall pay the monthly belt rental to JMAA, in advance, on or before the fifth (5th) day of each calendar month during the term of this Agreement, without notice or demand, at the place designated by JMAA pursuant to Article 16 hereof.

6.1.4. Baggage Area. A rental, for the Baggage Area at the rate per square foot per annum as designated for the Baggage Area and set forth on **Exhibit "F"** attached hereto and made a part hereof, as the same may be amended and supplemented from time to time upon the mutual agreement of the parties hereto. Rental for the Baggage Area shall be prorated, on a monthly basis, among and between Airline and all other Certified Airlines utilizing the Baggage Area during the given calendar month pursuant to the following formula.

6.1.4.1. Twenty percent (20%) of the total rental for the Baggage Area, determined on a monthly basis, shall be shared equally among and between Airline and all other Certified Airlines utilizing the Baggage Area during each calendar month.

6.1.4.2. Eighty percent (80%) of the total rental for the Baggage Area, determined on a monthly basis, shall be prorated among and between all Certified Airlines, including Airline, utilizing the Baggage Area during each calendar month in the proportion that the total number of passengers enplaned at JAN by each such Certified Airline during each month bears to the total number of passengers enplaned at JAN during such month by all Certified Airlines.

6.1.4.3. Airline shall pay its share of the monthly rental for the Baggage Area to JMAA on or before the tenth (10th) day following the end of each calendar month of the term of this Agreement, at the place designated by JMAA pursuant to Section 16 thereof.

6.1.5. Tug Tunnel Area. A rental, for the Tug Tunnel Area at the rate per square foot per annum as designated for the Tug Tunnel Area and set forth on **Exhibit "G"** attached hereto and made a part hereof, as the same may be amended and supplemented from time to time upon the mutual agreement of the parties hereto. Rental for the Tug Tunnel Area shall be prorated, on a monthly basis,

Attachment: Tax Exemption request received from United Ground Express Inc for personal property PPIN 13794 (15595 : Receipt of Request

among and between Airline and all other Certified Airlines utilizing the Tug Tunnel Area during the given calendar month pursuant to the following formula.

6.1.5.1. Twenty percent (20%) of the total rental for the Tug Tunnel Area, determined on a monthly basis, shall be shared equally among and between Airline and all other Certified Airlines utilizing the Baggage Area during each calendar month.

6.1.5.2. Eighty percent (80%) of the total rental for the Tug Tunnel Area, determined on a monthly basis, shall be prorated among and between all Certified Airlines, including Airline, utilizing the Tug Tunnel Area during each calendar month in the proportion that the total number of passengers enplaned at JAN by each such Certified Airline during each month bears to the total number of passengers enplaned at JAN during such month by all Certified Airlines.

6.1.5.3. Airline shall pay its share of the monthly rental for the Tug Tunnel Area to JMAA on or before the tenth (10th) day following the end of each calendar month of the term of this Agreement, at the place designated by JMAA pursuant to Section 16 thereof.

6.1.6. Landing Fees. A monthly landing fee equal to the charge per one thousand (1,000) pounds of the combined Certified Weight of all aircraft landed at JAN by Airline during each calendar month of the term of this Agreement as set forth on **Exhibit "H"** attached hereto and made a part hereof, as **Exhibit "H"** may be amended and supplemented from time to time. Airline shall pay of the monthly landing fee to JMAA on or before the tenth (10th) day following the end of each calendar month of the term of this Agreement for which Airline lands aircraft at JAN, at the place designated by JMAA pursuant to Section 16 hereof.

6.1.7. Aircraft Storage Charges. JMAA shall not charge Airline for overnight parking or storage of aircraft parked at the designated aircraft parking location adjacent to Gate 2 at JAN as set forth on **Exhibit "E"** attached hereto and made a part hereof, as **Exhibit "E"** may be amended and supplemented from time to time.

6.1.7.1. Charges for additional aircraft parked or stored at JAN will be assessed according to the rates set forth in **Exhibit "H"**.

6.1.7.2. Airline shall pay of the aircraft storage fee to JMAA on or before the tenth (10th) day following the end of each calendar month of the term of this Agreement for which Airline lands aircraft at JAN, at the place designated by JMAA pursuant to Section 16 hereof.

Attachment: Tax Exemption request received from United Ground Express linc for personal property PPIN 13794 (15595 : Receipt of Request

6.1.8. Charge for Security Identification/Access Media. An annual charge for each Security Identification/Access Media required pursuant to Section 4.9 at the then current rate, due and payable to JMAA upon application therefor.

6.1.9. Employee Parking Fees. An annual parking fee at the then current rate, due and payable to JMAA within thirty (30) days' of Airline's receipt of an invoice therefor, per employee automobile which utilizes the parking facilities offered by JMAA pursuant to Section 8.2.7. Airline shall notify JMAA, in advance, as to how many employee automobiles will be utilizing such parking facilities and shall pay the appropriate fee to JMAA, in advance, at the place designated by JMAA pursuant to Section 16 hereof. In the event of employee turnover, JMAA will refund the unamortized portion (less a reasonable administrative fee) of any prepaid parking fee associated with the departing employee.

6.1.10. Fuel Storage Area. In the event Airline leases storage facilities in an established storage area at JAN in accordance with Section 3.1.7 hereof, the rental rate for such storage area shall be in an amount to be mutually agreed upon by the parties at said time, which amount shall be based upon comparable charges for square foot ground rentals in existence at such time.

6.1.11. Security Surcharge. A monthly security surcharge, in accordance with the schedule attached hereto as **Exhibit " I"**, which may be amended and supplemented from time to time (upon the mutual agreement of the parties hereto), to assist JMAA in providing security at JAN for the benefit of, among others, Airline and Airline's employees and customers. Airline shall pay the monthly security surcharge to JMAA on or before the tenth (10th) day of each calendar month throughout the term of this Agreement, at the place designated by JMAA pursuant to Section 16 hereof.

6.2. Adjustments. Although this Agreement shall for all purposes be deemed to have a term running from month to month, Airline acknowledges and agrees that JMAA shall have the right to renegotiate the rentals, fees, and charges referenced in Section 6.1 effective as of September 30th of each year this Agreement remains in effect, whereupon the renegotiated rentals, fees, and charges shall remain in effect until September 30th of the following year, if any.

6.3. Delinquency Charge. United shall pay JMAA interest at the rate of one and one-half percent (1 1/2%) per month on all rentals, fees, and other charges set forth herein which are not received within five (5) business days after such amounts become due.

7. REPORTS

7.1. Reports. In addition to any and all other reports, schedules, and documentation which may be required hereunder, Airline shall furnish JMAA the following reports.

Attachment: Tax Exemption request received from United Ground Express linc for personal property PPIN 13794 (15595 : Receipt of Request

7.1.1. Landing Report. Within five (5) days following the end of each calendar month of the term of this Agreement, Airline shall certify and provide to JMAA, for the calendar month then preceding, a landing report which shall contain, at a minimum, the following information.

7.1.1.1. The type of every aircraft landed by Airline at JAN.

7.1.1.2. The number of landings for every type aircraft landed by Airline and Airline's Affiliate at JAN.

7.1.1.3. The Certified Weight of every aircraft landed by Airline and Airline's Affiliate at JAN.

7.1.1.4. The combined total Certified Weight for all aircraft landed by Airline or Affiliate at JAN.

7.1.1.5. The number of passengers enplaned by Airline and Airline's Affiliate at JAN.

7.1.1.6. The number of passengers deplaned by Airline and Airline's Affiliate at JAN.

7.1.2. Aircraft Storage Schedule. Within five (5) days following the end of each calendar month during the term of this Agreement, Airline shall certify and provide to JMAA, for the calendar month then preceding, an aircraft storage report which shall, at a minimum, set forth the Certified Weight of all aircraft parked and stored by Airline at JAN the dates and times Airline parked and stored such aircraft at JAN.

7.2. Submission. Airline shall submit all reports required herein, without notice or demand, within the time limitations prescribed, at the place designated by JMAA pursuant to Section 16 hereof.

8. COVENANTS, REPRESENTATIONS, WARRANTIES

8.1. Airline's Covenants. United covenants, represents, warrants, and agrees as follows.

8.1.1. Airline is a Delaware corporation duly organized, validly existing, and authorized to do and doing business in the State of Mississippi.

8.1.2. Airline is empowered and authorized to enter into this Agreement and to consummate the transactions contemplated hereby.

Attachment: Tax Exemption request received from United Ground Express linc for personal property PPIN 13794 (15595 : Receipt of Request

8.1.3. Airline shall pay the rentals, fees and other charges herein reserved, and shall submit all documentation required hereunder, at such times and places as the same become due.

8.1.4. Airline shall supply, install and maintain all equipment, reasonably necessary to conduct and operate its Air Transportation System, all at Airline's expense.

8.1.5. Airline shall comply with the provisions of Section 3.2.4 when making any alterations, changes or additions to the Demised Premises or the Improvements.

8.1.6. Airline shall keep and maintain the Demised Premises in a clean, neat and sanitary condition.

8.1.7. Airline shall keep and maintain the Exclusive Use Premises and the Improvements in good condition, order and repair during the term of this Agreement, and shall surrender the Demised Premises upon the termination of the Agreement in the condition in which they are required to be kept, reasonable wear and tear excepted.

8.1.8. Airline shall not hire off-duty JMAA employees whose employment with Airline would conflict with such employee's obligations to JMAA, and in no event shall Airline hire such off-duty JMAA employees without the prior written consent of JMAA.

8.1.9. Airline shall observe and comply with all present and future laws, ordinances, orders, directives, rules and regulations of JMAA, the United States (including, without limitation, the FAA and the TSA), the State of Mississippi, the County of Rankin, Mississippi, and the City of Jackson, Mississippi, and the respective agencies, departments, authorities and commissions of each which may either directly or indirectly affect Airline or its operations on, or in connection with, JAN, including, but not limited to, all federal, state and local environmental protection laws, regulations, rules, and ordinances. Notwithstanding the foregoing, Airline shall not be obligated to make any structural repairs or capital improvements to the Terminal Building of which the Demised Premises are a part (except for the Improvements, if any) in order to observe and comply with such laws, regulations, rules and ordinances.

8.1.9.1. Airline shall comply with all requirements of applicable federal, state, and local laws, ordinances, orders, directives, rules and regulations relating to the establishment of nondiscriminatory requirements in hiring and employment practices at JAN and assure that its services offered at JAN are offered to all patrons or customers without discrimination as to any person's age, race, color, creed, religion, sex, national origin, creed or physical disability.

Attachment: Tax Exemption request received from United Ground Express linc for personal property PPIN 13794 (15595 : Receipt of Request

8.1.10. Airline shall include the provisions of the above clauses (8.1.9) and (8.1.10) in all contracts, subleases, assignments, or other agreements related to or connected with this Agreement.

8.2. JMAA's Covenants. JMAA covenants, represents, warrants, and agrees as follows.

8.2.1. JMAA has lawful possession of the Demised Premises and is authorized to execute this Agreement.

8.2.2. JMAA shall maintain and keep JAN reasonably and adequately free from obstruction, clean, adequately supplied, equipped, furnished and decorated.

8.2.3. JMAA shall operate, maintain and keep in good repair, unless otherwise provided herein, all appurtenances and facilities reasonably connected and associated with JAN, including, without limiting the generality hereof, adequate vehicular parking areas, runways, taxiways, aprons, roadways and field lighting and other appurtenances, facilities and services which meet the requirements of the FAA and all other appropriate regulatory authorities having jurisdiction over JMAA's present and future operations at JAN.

8.2.4. JMAA shall provide adequate heat, conditioned air, light, water, electrical power and janitorial and cleaning services at the Terminal Building, including, without limitation the Demised Premises.

8.2.5. JMAA shall provide adequate lighting for vehicular parking spaces, loading ramps, runway and taxiway lights, beacons and obstructions lights.

8.2.6. JMAA shall operate and maintain adequate directional signs at JAN.

8.2.7. JMAA shall provide, to the extent available, adequate parking facilities for Airline's and its Affiliates' and Ground Handlers' employees, in common with employees of other tenants or lessees at JAN, for a nondiscriminatory charge per employee automobile which utilizes such parking facilities.

8.2.8. Throughout the term hereof, Airline may have, hold, and enjoy peaceful and uninterrupted possession of the Demised Premises and the rights and privileges herein leased and granted, subject to performance by Airline of its obligations herein.

8.3. Qualifications.

8.3.1. Notwithstanding anything contained in Section 8.2, JMAA shall not be required to perform maintenance or make any repairs that are necessary as a result of Airline's negligence. In the event JMAA performs such maintenance

Attachment: Tax Exemption request received from United Ground Express linc for personal property PPIN 13794 (15595 : Receipt of Request

and makes such repairs, to the extent that they are not covered by proceeds of insurance paid to JMAA, the cost thereof shall be charged to, and paid by, Airline.

8.3.2. Notwithstanding anything contained herein, upon not less than thirty (30) days prior written notice to Airline, JMAA may abandon any facilities at or connected with JAN which are no longer necessary or reasonably justified for proper and adequate operations. The determination of adequacy for the purposes of this Section 8.3.2 shall be made at JMAA's sole, but reasonable, judgment.

9. INSPECTION

9.1. Inspection. JMAA shall have the right to enter upon and inspect the Demised Premises and all other areas used and occupied at JAN by Airline, at reasonable intervals during regular business hours (or at any time in case of emergency) and upon prior reasonable notice to Airline (except in case of an emergency, when no such notice shall be required), to determine whether Airline has complied, and is complying, with the terms and conditions of this Agreement.

10. SAFETY AND SECURITY

10.1. Safety Requirements. Airline shall observe all safety programs and requirements imposed on Airline by federal regulation and airport safety program, including but not limited to 14 CFR Part 139, and shall take such steps and actions as may be necessary or directed by JMAA to ensure that all officers, employees, representatives, invitees and guests observe such requirements.

10.2. Security Requirements. Airline shall observe all security programs and requirements imposed on Airline by federal regulation and airport security program, including but not limited to 49 CFR Part 1542, and shall take such steps and actions as may be necessary or directed by JMAA to ensure that all officers, employees, representatives, invitees and guests observe such requirements.

10.3. Fines/Penalties. If JMAA incurs any fines or penalties or any cost or expense in enforcing the regulations of Federal Aviation Regulations, Part 139, or Transportation Security Administration Part 1542 or the JAN Airport Certification Manual or Airport Security Program as a result of any act or omission of Airline, Airline shall pay or reimburse, as the case may be, all such fines, penalties, costs and expenses. Airline shall further rectify any safety or security deficiency as may be determined by JMAA or the FAA or the TSA. JMAA reserves the right to take whatever action may be necessary to rectify any safety or security deficiency caused by the actions or inactions of Airline which Airline fails to timely remedy. In the event JMAA undertakes any such action, Airline shall promptly pay JMAA all monies expended and costs incurred in connection therewith.

Attachment: Tax Exemption request received from United Ground Express linc for personal property PPIN 13794 (15595 : Receipt of Request

11. INDEMNIFICATION

11.1. Airline shall protect, defend, indemnify and hold JMAA harmless from and against any and all liabilities, demands, suits, claims, losses, damages, fines, penalties, costs, expenses and judgments arising by reason of the injury or death of any person or damage to any property of any nature (including, but not limited to, those relating to or arising out of the violation of any federal, state, or local environmental protection, health or safety law, regulation, rule or ordinance), including all reasonable costs of investigation and defense thereof (including, but not limited to, attorneys' fees and court costs), arising out of or incidental to any acts or omissions of Airline related to (i) Airline's acts under this Agreement, or (ii) Airline's operations on or in connection with JAN or any portions thereof, except to the extent such injury, death, or damage is caused by the negligence or willful misconduct of JMAA. Airline, in carrying out its obligations hereunder, shall use counsel reasonably acceptable to JMAA. The provisions of this Section 11, shall survive the termination of this Agreement.

12. INSURANCE

12.1. Workmen's Compensation. Airline shall comply with all workmen's compensation laws of the State of Mississippi.

12.2. Additional Insurance. Airline shall obtain and maintain continuously in effect at all times during and applicable to the term of this Agreement, and for a period of not less than three (3) years thereafter if such policies are written on a claims made basis, at Airline's sole cost and expense, the following insurance:

12.2.1. Comprehensive airport premises liability and aviation insurance in the minimum amount of $100,000,000 per occurrence for which Airline is required to indemnify JMAA hereunder; notwithstanding the above, however, coverage for non-passengers may not be less than $25,000,000 in the aggregate.

12.2.2. Liability insurance in the minimum amount of $5,000,000 per occurrence applicable to the ownership, maintenance, use or operation of any motor vehicle, mobile equipment or other ground vehicle on AOA at JAN, including owned, non-owned or hired vehicles and equipment;

12.2.3. Fire, wind storm, other casualty, and extended coverage insurance on all Improvements erected by Airline on or about the Demised Premises, including the contents thereof, in an amount not less than the then current appraised value thereof determined on an annual basis; such insurance shall name JMAA as a loss payee, as their interests may appear, and

12.2.4. Contractual liability insurance in the minimum amount of $1,000,000 to insure Airline's obligation to defend, indemnify, and hold JMAA harmless in

Attachment: Tax Exemption request received from United Ground Express linc for personal property PPIN 13794 (15595 : Receipt of Request

accordance with the indemnification provisions of Section 11.

12.3. Personal Property Insurance. At its option, Airline may obtain, at its sole expense, appropriate insurance coverage to insure against damage or destruction to any trade fixtures, furniture, machinery and equipment, supplies and other personal property that Airline may bring or maintain upon the Demised Premises. JMAA shall in no event be liable for damage or destruction of any of the foregoing from any cause whatsoever, except to the extent caused by JMAA's negligence and willful misconduct, and Airline hereby waives and forever relinquishes any rights or claims against JMAA related to damage or destruction of such personal property, except to the extent caused by JMAA's negligence and willful misconduct. Except as provided herein, repair or restoration of any such damaged or destroyed personal property shall be at the sole discretion and expense of Airline.

12.4. Policy Requirements. All insurance policies required pursuant to Section 12.2 shall be issued by a solvent insurance company or companies admitted or licensed to write such insurance in Mississippi or determined to be acceptable to JMAA; all liability policies except for the workers' compensation insurance required by Section 12.1, shall name JMAA as an additional insured to the extent of Airline's indemnity obligations hereunder; and shall be conditioned upon at least thirty (30) days prior written notice to JMAA before such policies may be altered or canceled. Airline shall provide certificates of insurance to JMAA evidencing Airline's compliance with the provisions of this Agreement.

12.5. Effect of Noncompliance. Failure to keep the insurance required pursuant to this Agreement in force shall constitute a default under the terms of this Agreement entitling JMAA, in addition to all other remedies available hereunder, the right to suspend Airline's right to access and use of JAN.

12.6. Modifications. JMAA shall have the right to change the insurance coverage and the insurance limits required of Airline, without any cost to JMAA, if such changes are reasonable and standard within the aviation industry and provided Airline is provided no less than one hundred twenty (120) days' prior written notice before such changes become effective.

12.7. Notice. Airline shall, as soon as reasonably practical, but no later than 72 hours after occurrence, notify JMAA, in writing, of any accident or event which could give rise to any claim, demand or action arising out of any occurrence covered hereunder, which notification shall specify, to the extent known, the time and place of the accident or event, the extent of damage, the names and addresses of the parties involved, persons injured, known witnesses, and owners of properties damaged. Airline shall further advise JMAA, in writing, of all correspondence, papers, notices and documents received by Airline in connection with any claim or demand involving or relating to Airline's operations at JAN. Such notices for minor claims, including but not limited to lost or damaged baggage, are exempt from this Notice requirement.

Attachment: Tax Exemption request received from United Ground Express linc for personal property PPIN 13794 (15595 : Receipt of Request

13. DEFAULT

13.1. Option to Terminate. JMAA shall have the right, but not the obligation, to immediately cancel and terminate this Agreement in its entirety, upon or after the happening of one or more of the following events, if such event or events is then continuing:

13.1.1. Airline shall make a general assignment for the benefit of creditors.

13.1.2. Airline shall file a voluntary petition in bankruptcy or a petition seeking its reorganization or the readjustment of its indebtedness under the Bankruptcy Code (Title 11 of the United States Code) as now in effect or hereafter amended.

13.1.3. An involuntary petition in bankruptcy shall be filed against Airline and Airline is thereafter adjudicated bankrupt thereunder.

13.1.4. Airline shall consent to the appointment of a receiver, trustee, or liquidator of all or substantially all of the property of Airline.

13.1.5. Airline shall default in fulfilling any of the terms, covenants, or conditions required of it under this Agreement and Airline shall fail to remedy the default within thirty (30) days following receipt by Airline of written demand from JMAA to do so, or in case of Airline's failure to pay amounts due hereunder, ten (10) days following receipt by Airline of written demand from JMAA for payment.

13.1.6. Airline shall fail to comply in any material respect with the operating standards set forth in Section 4 and such failure continues for thirty (30) days following Airline's receipt of a notice from JMAA of such failure.

13.2. Repossession. If Airline defaults under the terms of this Agreement, then while such default is continuing, JMAA shall have the right, at its election, either to terminate this Agreement as aforesaid or to enter upon and take possession of the Demised Premises, or any part thereof, without demand or notice, and repossess the same, expelling Airline and those claiming under Airline, without prejudice to any remedy for arrears of rent and without liability to Airline or those claiming under Airline for such repossession.

13.3. No Forfeiture. JMAA's repossession of the Demised Premises shall not be construed as an election to terminate this Agreement nor shall it cause a forfeiture of rents or other charges remaining to be paid during the balance of the term hereof, unless a written notice of such intention is given to Airline or unless such termination is decreed by a court of competent jurisdiction

Attachment: Tax Exemption request received from United Ground Express linc for personal property PPIN 13794 (15595 : Receipt of Request

13.4. Reletting. Upon repossession of the Demised Premises prior to termination or expiration of this Agreement, JMAA shall in good faith attempt to relet the Demised Premises or any part thereof, for such period or periods at such rentals or rents and upon such other terms and conditions as JMAA may, in good faith, deem advisable. JMAA shall in no event be liable and Airline's liability shall not be affected or diminished in any way whatsoever for JMAA's failure to relet the Demised Premises despite JMAA's good faith efforts, or, in the event same are relet, for failure to collect any rental or other sums due under such reletting. Notwithstanding any reletting without termination due to an event herein stated, JMAA may at any time after such reletting elect to terminate this Agreement.

13.5. Application of Rents. In the event that JMAA relets the Demised Premises as provided above, then rentals received by JMAA from such reletting shall be applied: first, to the payment of any indebtedness other than rentals due hereunder from Airline to JMAA; second, to the payment of any cost of reletting; third, to the payment of rentals or other charges due and unpaid hereunder; and the residue, if any, shall be held by JMAA and applied in payment of future rentals as the same may become due and payable hereunder. Should that portion of such rentals received from such reletting during any month, which is applied to the payment of rent hereunder, be less than the rent payable during that month by Airline hereunder, Airline shall forthwith pay such deficiency to JMAA. Such deficiency shall be calculated and paid monthly. Airline shall also pay to JMAA, as soon as ascertained, any cost and expenses incurred by JMAA in such reletting not covered by the rentals received from such reletting of the Demised Premises.

13.6. Waiver. If JMAA shall enter into and repossess the Demised Premises for reason of default of Airline in the performance of any of the terms, covenants, or conditions herein contained, then, in that event, Airline hereby covenants that it will not claim the right to redeem or re-enter the repossessed areas to restore its operations hereunder and Airline hereby waives its right to such redemption and re-entrance under any present or future law.

13.7. Settlement. If proceedings shall at any time be commenced for recovery of possession as aforesaid and compromise or settlement shall be effected either before or after judgment whereby Airline shall be permitted to retain possession of the Demised Premises, then such proceeding shall not constitute a waiver of any condition or agreement contained herein or of any subsequent breach thereof.

13.8. Cumulative Rights. All rights and remedies of JMAA herein created or otherwise existing at law are cumulative and the exercise of one or more rights or remedies shall not be taken to exclude or waive the right to the exercise of any other. All such rights and remedies may be exercised and enforced concurrently and whenever and as often as deemed advisable.

13.9. Additional Rent. Any amount paid or expense or liability incurred by JMAA for the

Attachment: Tax Exemption request received from United Ground Express linc for personal property PPIN 13794 (15595 : Receipt of Request

account of Airline shall be deemed additional rental and the same may, at the option of JMAA, be added to any rent then due or thereafter due hereunder.

14. TERMINATION

14.1. General. Both JMAA and Airline shall have the right to cancel and terminate this Agreement as of the last day of any calendar month hereafter by giving the other at least thirty (30) days' prior written notice of the termination.

14.2. Termination for Government Use. In the event that the United States Government or the State of Mississippi or any agency or instrumentality thereof shall, by condemnation or otherwise, take title or possession of JAN or any portion thereof, JMAA may, at its option, terminate this Agreement as of the date of such taking by giving written notice of such termination to Airline, and, if Airline is not then in default under any of the provisions of this Agreement on said date, any rental, fee, or other charge prepaid by Airline shall, to the extent applicable to any period subsequent to the effective date of the termination, be promptly refunded to Airline. In the event any such taking shall materially interfere with Airline's operations at JAN, which interference cannot be substantially remedied by furnishing substituted facilities to Airline, Airline may also terminate this Agreement as aforesaid.

14.3. Termination Due to Court Decree. In the event that any tribunal. having jurisdiction shall render a decision which has become final and which, due to its nature, materially interferes with Airline's operations at JAN, Airline may, at its option, terminate this Agreement by written notice to Airline, and, if Airline is not in default under any of the provisions of this Agreement on the effective date of termination, any rental, fee, or other charge prepaid by Airline shall, to the extent applicable to any period subsequent to the effective date of termination, be promptly refunded to Airline. In the event the tribunal's decision is not rendered as a result of any act or omission of Airline, Airline may also terminate this Agreement as aforesaid.

14.4. Obligations Upon Termination. Upon termination of this Agreement for any reason, Airline shall promptly surrender possession of the Demised Premises and shall deliver all keys or access devices to JMAA that it may have to any or all portions of JAN.

15. HOLDING OVER

15.1. No Extension. Any holding over by Airline after any termination of this Agreement, with or without the consent of JMAA, shall not be deemed to operate as an extension or renewal of this Agreement.

15.2. Rentals. In the event JMAA consents to holding over by Airline, Airline shall continue to pay JMAA the monthly rentals, fees and charges as provided herein until such time as a new lease or other agreement is negotiated or until such time as JMAA shall

Attachment: Tax Exemption request received from United Ground Express Inc for personal property PPIN 13794 (15595 : Receipt of Request

withdraw its consent. In the event Airline shall hold over without the consent of JMAA, Airline shall pay to JMAA, in addition to any rentals, fees and other charges which would otherwise be due during such period of holding over, one hundred fifty percent (150%) of the amount of the monthly rentals set forth in Section 6.1. hereof for every such month, or portion thereof, Airline holds over without the consent of JMAA.

16. NOTICES

16.1. Any notice given hereunder shall be given in writing, signed by the party giving such notice, and shall be sent by United States certified mail, return receipt requested, proper postage and registration fees prepaid, addressed to the party for whom intended, at the following address:

To JMAA: Jackson Municipal Airport Authority
Post Office Box 98109
Jackson, Mississippi 39298-8109

Attention: Chief Executive Officer

To Airline: United Airlines, Inc.
233 S Wacker Drive, 11th Floor HDQOU
Chicago, IL 60606

Attention: Vice President Corporate Real Estate

or to such other address as the party being given such notice shall from time to time designate to the other by notice given in accordance herewith.

17. GENERAL PROVISIONS

17.1. Assignment. Airline shall not assign or sublet this Agreement or any interest herein or allow the same to be assigned by operation of law or otherwise without the prior written consent of JMAA. Should JMAA approve any such assignment or sublease by Airline, it is expressly acknowledged, confirmed, and agreed that JMAA may, at its option, require such assignor or sublessee to pay a reasonable fee, charge, and/or rental, as the case may be, for the privilege and right to exercise rights granted to Airline hereunder, and, additionally, require such assignor or sublessee to enter into a written agreement with JMAA covering and confirming the scope of such rights and privileges, notwithstanding anything to the contrary herein. Nothing contained herein shall preclude Airline from assigning this Agreement to an entity with whom Airline may merge or consolidate or to an entity that may succeed to all or substantially all of the Airline's assets upon JMAA consent which shall not be unreasonably withheld.

Attachment: Tax Exemption request received from United Ground Express linc for personal property PPIN 13794 (15595 : Receipt of Request for

17.2. Independent Contractor. Airline shall, at all times, be regarded as an independent contractor and shall at no time act as agent for JMAA. Nothing contained herein shall be deemed or construed by JMAA, Airline, or any third party as creating the relationship of principal and agent, partners, joint ventures, or any other similar such relationship between JMAA and Airline. Neither the method of computation of rentals, fees or other charges, nor any other provision contained herein, nor any acts of JMAA or Airline hereunder creates, or shall be deemed to create, a relationship other than the independent relationship of JMAA and Airline.

17.3. Approvals. Whenever this Agreement calls for the approval by JMAA, such approval shall be given in writing by the Executive Director and shall not be unreasonably withheld, conditioned or delayed.

17.4. Plans and Specifications. No approval by JMAA of any plans, drawings, specifications, or otherwise required herein shall infer or be implied to include the approval of architectural or engineering design or compliance with applicable laws or codes. JMAA, by approving such plans, drawings, and specifications, assumes no liability or responsibility therefor or for any defect in any structure or Improvement constructed according to such plans and specifications.

17.5. United States Requirements. This Agreement is subject and subordinate to the provisions of any agreement hereof or hereafter made between JMAA and the United States Government relative to the operation or maintenance of JAN, the execution of which has been required or is required as a condition precedent to the transfer of federal rights or property to JMAA for airport purposes, or the expenditure of federal funds for the improvement or development of JAN.

17.6. Government Facilities. If funds for the provision, maintenance and operation of the control tower, instrument landing system, ground control approach or other navigational aids or facilities required or permitted by the United States Government and needed by Airline for the conduct and operation of an Air Transportation System which are now or may hereafter be furnished by the United States Government are discontinued, JMAA shall not be required to furnish such facilities.

17.7. Aerial Approaches. JMAA reserves the right to take any action it considers necessary to protect the aerial approaches of JAN against obstruction or interference, together with the right to prevent Airline from erecting, or permitting to be erected, any building or other structure on or adjacent to JAN which, in the opinion of JMAA, would limit the usefulness of JAN or constitute a hazard to aircraft.

17.8. Relocation. JMAA reserves the right, upon not less than thirty (30) days' prior written notice to Airline, from time to time to change the location of the Demised Premises, provided any substitution of space is substantially equivalent in size, location and usage to the premises Airline is leasing from JMAA hereunder. In the event JMAA makes such a relocation, all mutually agreed costs of the relocation, including any

Attachment: Tax Exemption request received from United Ground Express Inc for personal property PPIN 13794 (15595 : Receipt of Request

construction costs for preparing the substitute space for Airline's occupancy, shall be paid by JMAA.

17.9. Bankruptcy. If at any time any proceeding in bankruptcy or under the Bankruptcy Code (Title 11 of the United States Code) as now in effect or as hereafter amended shall be instituted by Airline, or if a petition for relief is granted against Airline in an involuntary bankruptcy proceeding, Airline shall pay, in adequate protection payments the rentals, fees and other charges due hereunder until such time Airline elects to assume or reject this Agreement. If, in such event, Airline fails to make any such payments, (i) this Agreement shall be deemed to be rejected so that the Agreement will be terminated and JMAA shall have a claim against Airline for the rentals, fees and other charges then due JMAA hereunder, and (ii) JMAA shall be entitled to relief from the automatic stay to enforce its rights under the terms of this Agreement.

17.10. No Waiver. No delay or omission by JMAA in exercising any right, power, or remedy hereunder or otherwise afforded by contract, at law, in equity or by statute, shall constitute an acquiescence therein, impair any other right, power or remedy hereunder, or otherwise afforded by contract, at law, in equity, or by statute, or operate as a waiver of such right, power or remedy. No waiver by JMAA of any default by Airline hereunder shall operate as a waiver of any other default or the same default on a future occasion.

17.11. Headings. The article and section headings contained in this Agreement are inserted for convenience of reference only, and shall not be construed as defining, limiting, extending, or describing the scope of this Agreement, any article or section hereof, or the intent of any provision hereof.

17.12. Severability. If any provision of this Agreement, or the application thereof to any person or circumstance, shall be held invalid or unenforceable under any applicable law, such invalidity or unenforceability shall not affect any other provision of this Agreement that can be given effect without the invalid or unenforceable provision, or the application of such provision to other persons or circumstances; and, to this end, the provisions hereof are severable.

17.13. Waiver of Claims. Airline hereby waives any claim against JMAA for loss of anticipated profits caused by or resulting from any suit or proceeding directly or indirectly attacking the validity of this Agreement or any part thereof, or by any judgment or award in any suit or proceeding declaring this Agreement null, void, voidable or delaying the same or any part thereof from being carried out, so long as JMAA is diligently and in good faith contesting any such suit, proceeding, judgment or award.

17.14. Incorporation of Exhibits. All exhibits referred to in this Agreement are intended to be and hereby are specifically made a part of this Agreement.

Attachment: Tax Exemption request received from United Ground Express Inc for personal property PPIN 13794 (15595 : Receipt of Request

17.15. Incorporation of Required Provisions. JMAA and Airline incorporate herein by this reference all provisions lawfully required to be contained herein by any governmental body or agency.

17.16. Nonexclusive Right. Nothing contained herein shall grant, or be deemed to grant, Airline the exclusive right to provide an Air Transportation System at JAN. JMAA reserves the right, at its sole discretion, to grant others certain rights and privileges at JAN which are identical in whole or in part to those granted to Airline hereunder.

17.17. Binding Effect. All terms, covenants, and conditions of this Agreement shall be binding upon and inure to the respective benefit of JMAA and Airline, their respective officers, employees, agents, representatives, contractors, subcontractors, licensees and invitees, all as the case may be.

17.18. Right to Amend. In the event that the FAA or its successors require modifications or changes in this Agreement as a condition precedent to the granting of funds for the improvement of JAN or otherwise, Airline shall make such amendments, modifications, revisions, supplements or deletions of any of the terms, conditions, or requirements of this Agreement as may be reasonably required. Any and all expenses of or to Airline resulting from such amendments, modifications, revisions, supplements or deletions shall be determined upon consultation with Airline and upon the mutual agreement of Airline and JMAA.

17.19. Rules, Regulations. JMAA shall at all times have the right to adopt and enforce uniform, reasonable and nondiscriminatory rules, regulations, and standards with respect to the use of JAN and any portions thereof, including, without limitation, the Demised Premises; provided, however, that such rules, regulations and standards shall be consistent with safety and security and with all relevant rules, regulations and orders of the FAA and TSA with respect to operations at JAN and with the provisions of this Agreement. Airline shall comply with reasonable promptness after being advised thereof with all applicable rules, regulations, and directives pertaining to JAN now in existence or hereafter promulgated by JMAA given Airline shall have the opportunity to provide comments on any such changes prior to promulgation and JMAA will take Airline comments into consideration prior to promulgation.

17.20. Time. Time is of the essence with regard to each and every provision of this Agreement.

17.21. Attorneys' Fees. If an action shall be brought on account of any breach of or to enforce or interpret any of the terms, covenants or conditions of this Agreement, the prevailing party shall be entitled to recover from the other party, such prevailing party's reasonable attorneys' fees.

17.22. Force Majeure. Neither JMAA nor Airline shall be deemed in violation of this Agreement if prevented from performing any of the obligations hereunder by reason

Attachment: Tax Exemption request received from United Ground Express Inc for personal property PPIN 13794 (15595 : Receipt of Request

of strikes, boycotts, labor disputes, embargoes, shortages of material, acts of God, acts of the public enemy, acts of superior governmental authority, weather conditions, riots, rebellion, sabotage or any other circumstances for which JMAA or Airline is not responsible or which are not within JMAA's or Airline's reasonable control.

17.23. Fees and Rentals. Nothing contained herein shall restrict, or be deemed to restrict, JMAA's right to institute charges, rentals or fees to others for (i) the privilege of using or improving JAN or any portion or facilities thereof or space therein, (ii) the privilege of supplying goods, commodities, things, services or facilities at JAN, and (iii) making available services to be furnished by JMAA at JAN.

17.24. Governing Laws; Venue; Jurisdiction. This Agreement and the rights and obligations of JMAA and Airline hereunder shall be construed in accordance with and governed by the laws of the State of Mississippi, without regard to the principles of conflict of law. Any legal action or proceeding with respect to this Agreement shall be brought only in the state or federal courts of competent jurisdiction in Mississippi. By execution and delivery of this Agreement, Airline hereby irrevocably accepts for itself and in respect of its property, generally and unconditionally, the jurisdiction of the aforesaid courts. Airline hereby irrevocably waives any objection which it may now or hereafter have to the laying of venue of any of the aforesaid actions or proceedings arising out of in connection with this Agreement brought in the courts referenced above and hereby further irrevocably waives and agrees not to plead or claim in any such court that any such action or proceeding brought in any such court has been brought in an inconvenient form.

17.25. Understanding. JMAA and Airline acknowledge that they have thoroughly read this Agreement, all exhibits and attachments hereto, and have sought and received competent advice and counsel necessary for them to form a full and complete understanding of all rights and obligations herein.

17.26. Entire Agreement. This Agreement contains the entire agreement between the parties relating to the subject matter hereof and supersedes all oral statements and prior writings with respect hereto and may be altered, amended or modified only by a written document executed by JMAA and Airline.

17.27. Interpretation. This Agreement shall not be construed or interpreted in favor of or against JMAA or Airline on the basis of draftsmanship or preparation hereof.

[SIGNATURE PAGE TO FOLLOW]

Attachment: Tax Exemption request received from United Ground Express Inc for personal property PPIN 13794 (15595 : Receipt of Request

IN WITNESS WHEREOF, JMAA and Airline have executed this Agreement to be effective as provided in Section 2.1 hereof.

JACKSON MUNICIPAL AIRPORT AUTHORITY

DATE: 2/2/17

Carl D. Newman, A.A.E. Chief Executive Officer

UNITED AIRLINES, INC.

DATE: January 19, 2017

By: _____

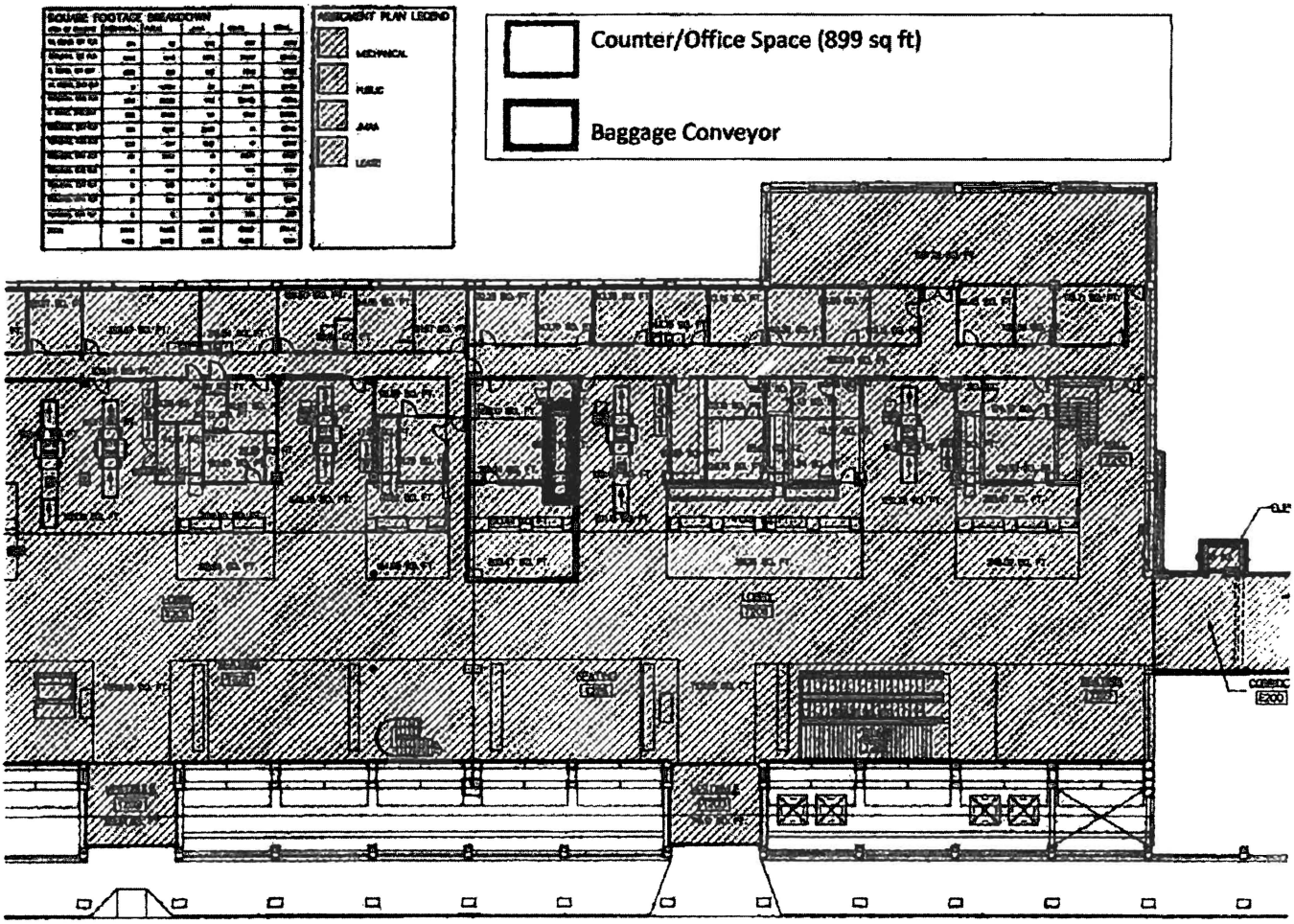
Peter Froehlich
Managing Director- Airport Affairs
Its: Corporate Real Estate

Attachment: Tax Exemption request received from United Ground Express linc for personal property PPIN 13794 (15595 : Receipt of Request

EXHIBIT A

Approximately eight-hundred-ninety-nine (899) square feet of counter/office space in the Terminal Building.

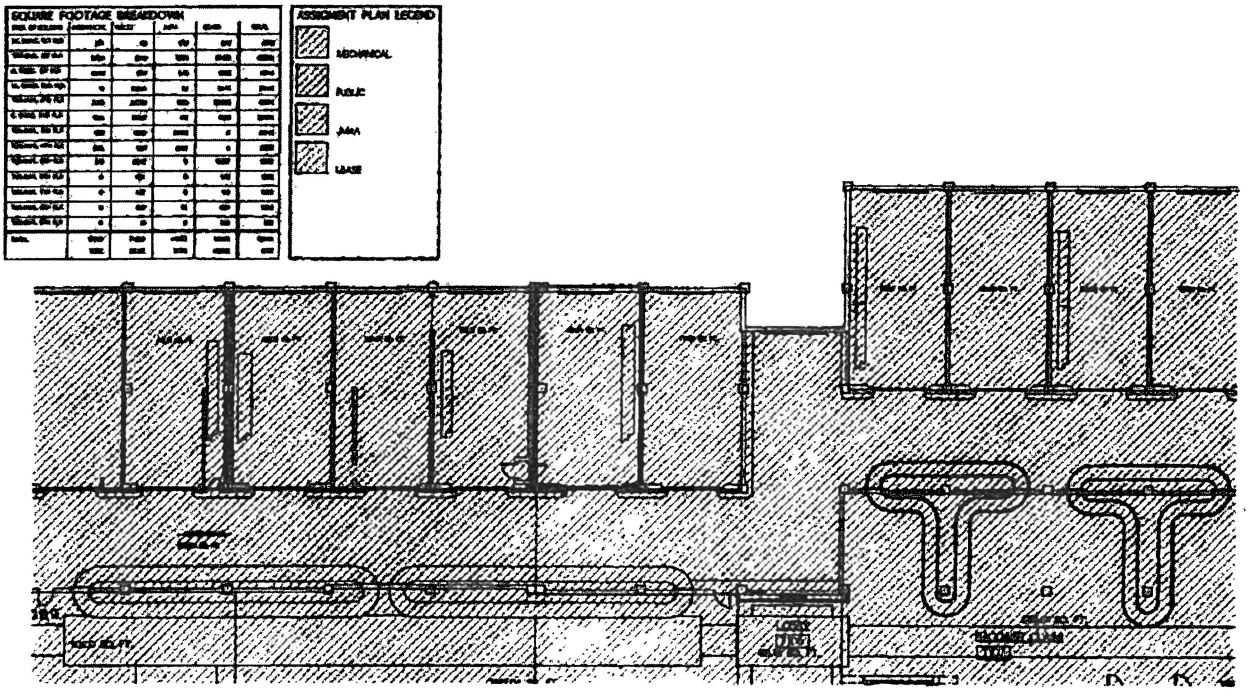
Baggage conveyor belt connecting the counter/office space described in Section 3.2.1.1, and the baggage make up area described in Section 3.2.1.2, at the rate of $25.00 per calendar month.



Attachment: Tax Exemption request received from United Ground Express linc for personal property PPIN 13794 (15595 : Receipt of Request

EXHIBIT B

Approximately eight-hundred-sixty-eight (869) square feet of baggage make-up space in the Terminal Building



Attachment: Tax Exemption request received from United Ground Express Inc for personal property PPIN 13794 (15595 : Receipt of Request

EXHIBIT C

Approximately one-thousand-seven-hundred-six (1,706) square feet of operations space in the Terminal Building (East Concourse/Ramp Level.)

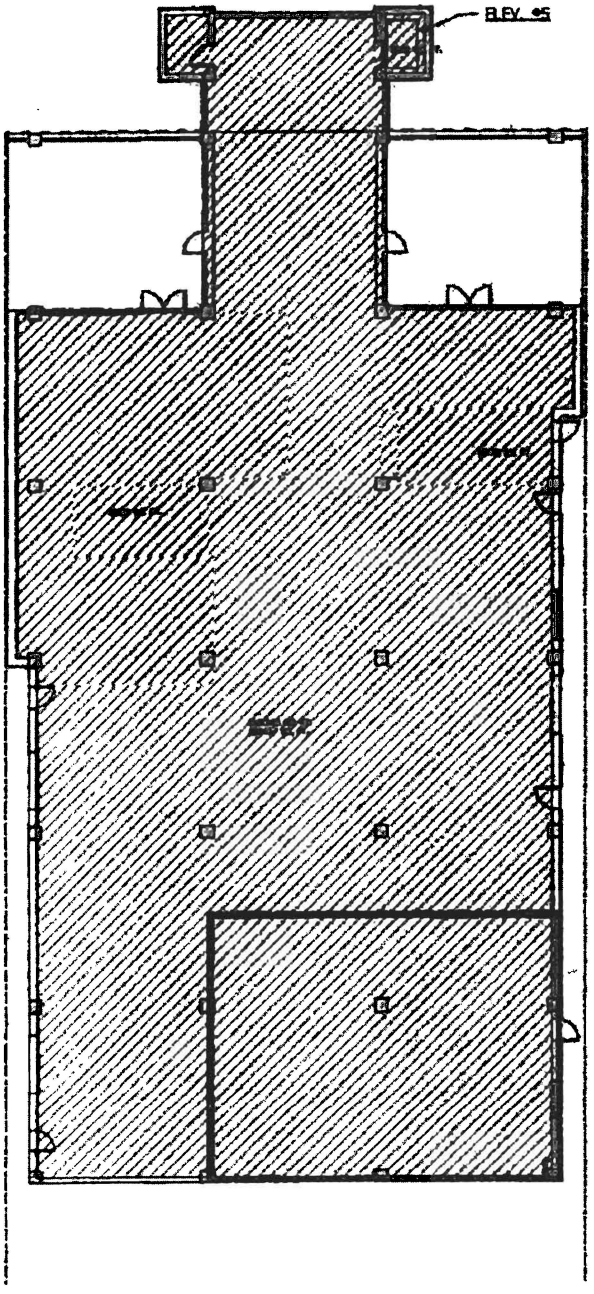
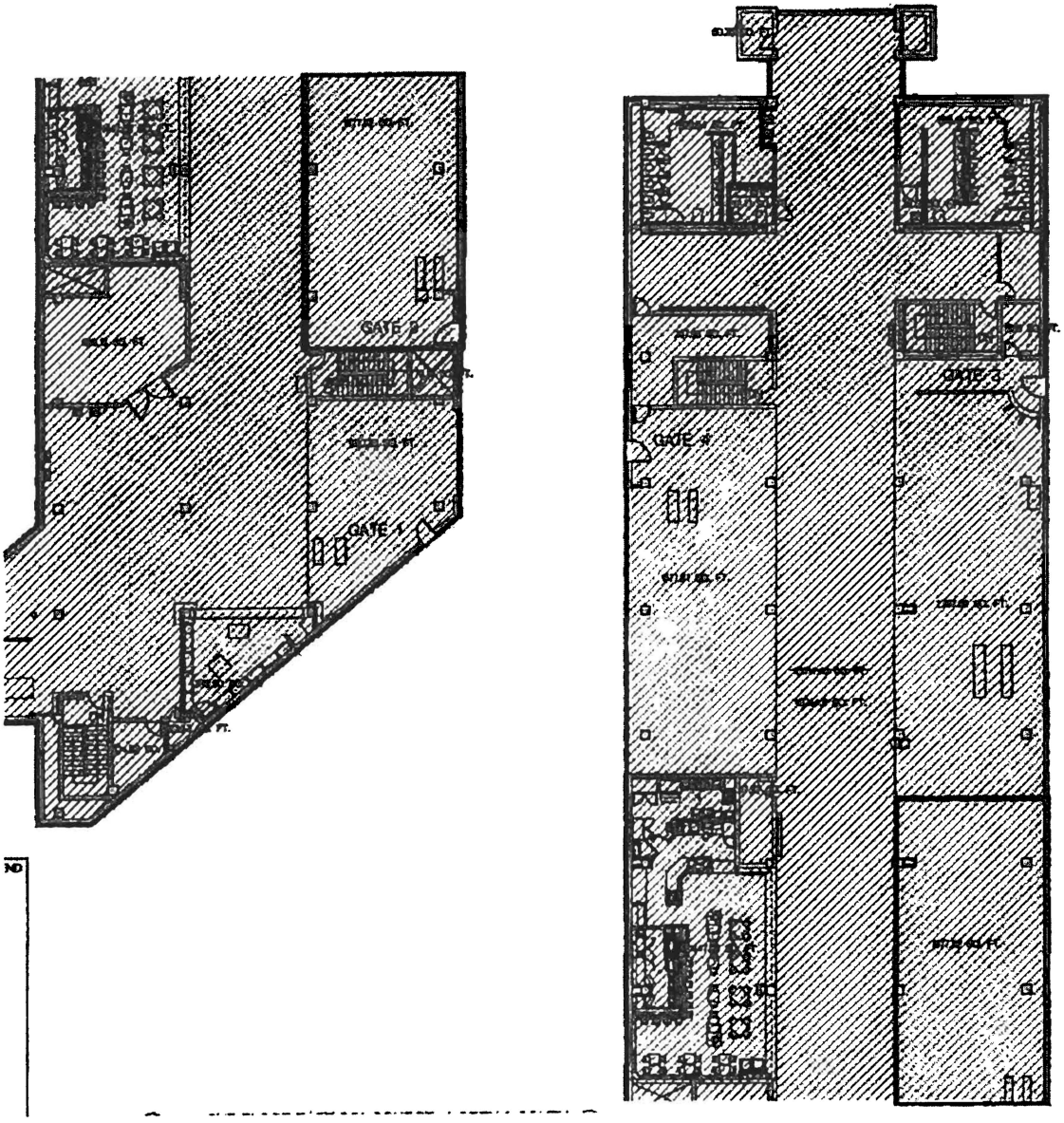


Exhibit C

Attachment: Tax Exemption request received from United Ground Express linc for personal property PPIN 13794 (15595 : Receipt of Request

EXHIBIT D

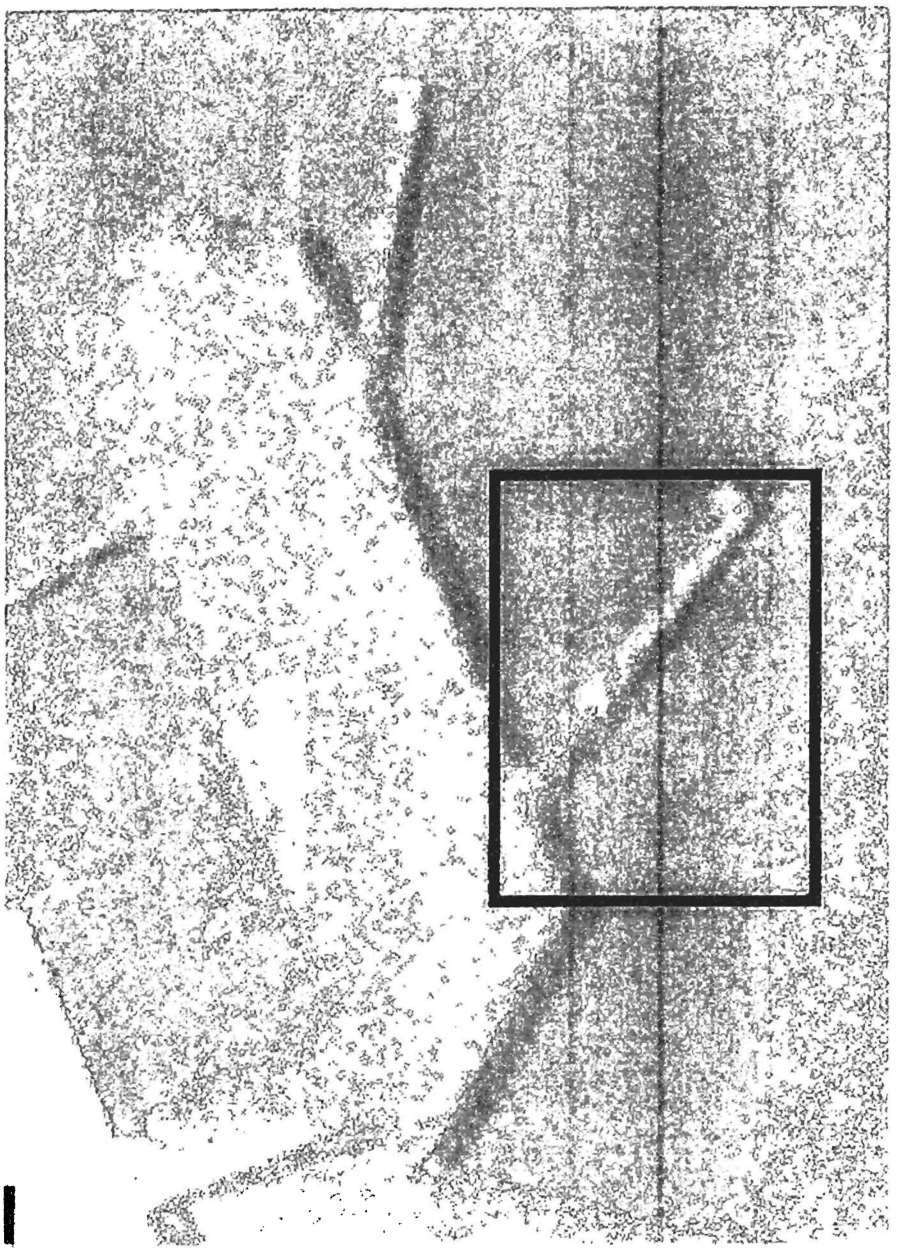
Approximately one thousand –nine-hundred-seventy-eight (1,978) square feet of space located at Gate Number 2 in the Terminal Building



Attachment: Tax Exemption request received from United Ground Express linc for personal property PPIN 13794 (15595 : Receipt of Request

EXHIBIT E

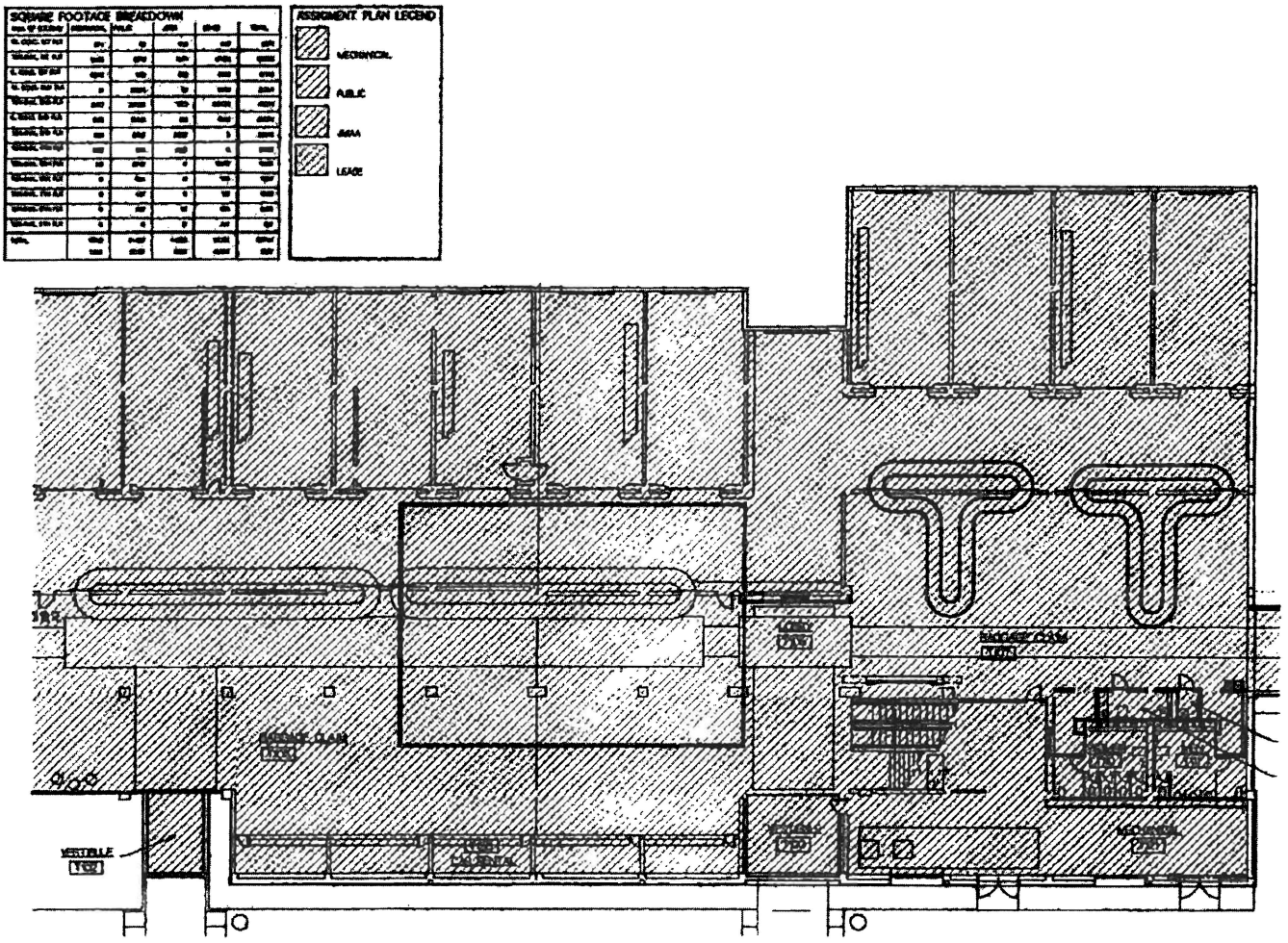
A passenger boarding bridge located at Gate Number 2 in the Terminal Building.



Attachment: Tax Exemption request received from United Ground Express linc for personal property PPIN 13794 (15595 : Receipt of Request

EXHIBIT F

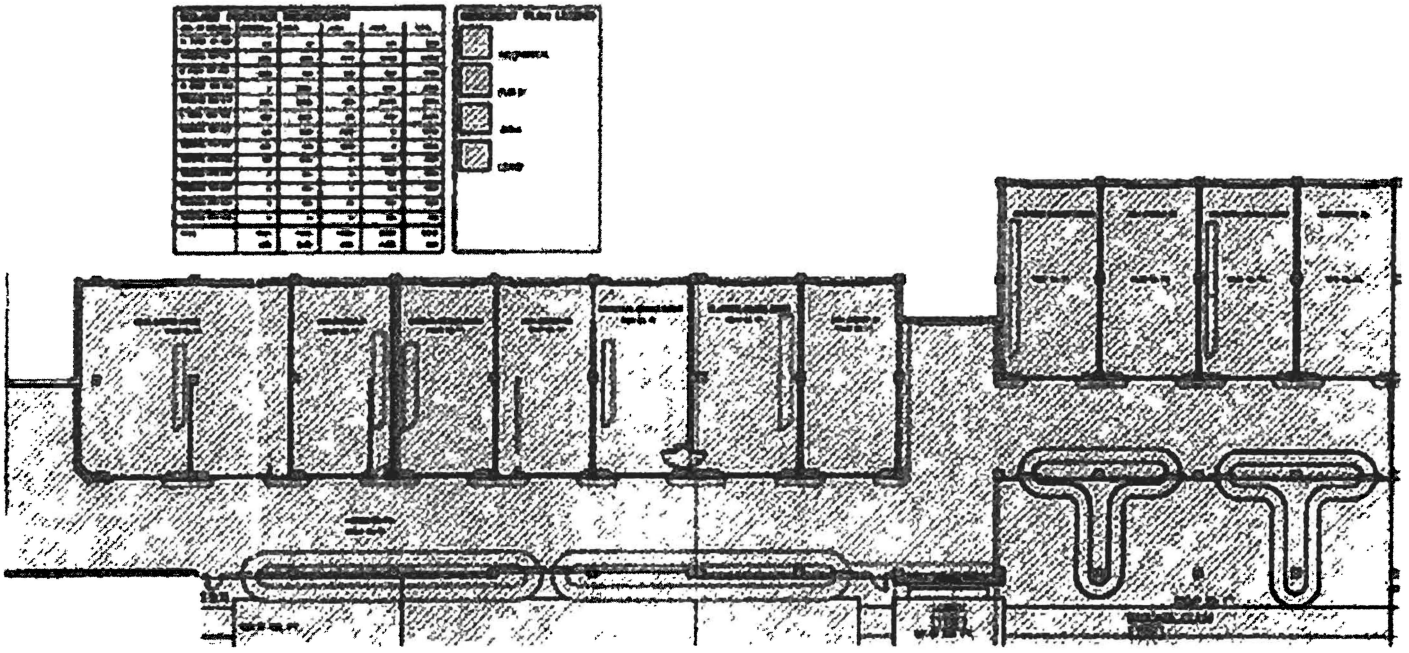
Non-exclusive use and access, in conjunction with other Certified Airlines, of approximately eight-thousand-eighty-eight (8,088) square feet of space in the baggage claim area of the Terminal Building



Attachment: Tax Exemption request received from United Ground Express linc for personal property PPIN 13794 (15595 : Receipt of Request

EXHIBIT G

Non-exclusive use and access, in conjunction with other Certified Airlines, of approximately six-thousand-six-hundred-seventy-two (6,672) square feet of Tug Tunnel Area at the rate of $76.49 per square foot per annum.



Attachment: Tax Exemption request received from United Ground Express Inc for personal property PPIN 13794 (15595 : Receipt of Request

EXHIBIT H

Landing Fee	$2.99/1,000 Pounds	**Ground Transportation:**	
Terminal Space Rent Rate	$77.99 per Square Foot/Year	Permit	$100/Year
Jet Bridge	$1,286.89/Each/Month	License (except Motor coach/chartered operators)	$120/Quarter - $15 Late Fee
% of Gross Revenue (non-renter)	5% of gross revenue	License (Motor coach/chartered operators)	$37.50/Trip
Fuel Flowage Fee:		**Public Meeting Rooms:**	
JAN	$.07/Gallon	East Lobby	$100/Day
Hawkins Field	$.05/Gallon	Community Room	$200/Day
Aircraft Parking Fee (Terminal)	$500/Day	Staff Conference Room and Hawkins Conference Room	$150/Day
Aircraft Parking Fee (Remote)	$250/Day	Capitol Programming Conference Room	$150/Day
Airport Phone Interchange (API)	$39 per Extension/Quarter	Mezzanine	$150/Day
Passenger Facility Charge (airlines)	$4.50/Enplaned Passenger	**Services:**	
Customer Facility Charge (rental cars)	$5.00/Day	Audio Visual	$100/Day
Employee Parking (non-JMAA)	$7.50/Month	Furnishings	$100/Day
Employee Parking (non-JMAA) Lost Replacement Hangtag	$10 plus $7.50 per remaining months	**Public Parking:**	
I.D. Badge Fees:		Garage	$16.00 Max/Day
Initial Badge	$25/Year	Surface Lot	$14.00 Max/Day
Renewal	$25/Year	Long-term Lot	$10/Day
Security Threat Assessment	$3/Year	Non-Tenant/Non-Signatory Employee Long Term Parking	$125/Qtr.
Fingerprinting & CHRC	$46		
1st Lost Replacement/Badge	$50		
Additional Lost Replacement/Badge	$100		

Attachment: Tax Exemption request received from United Ground Express linc for personal property PPIN 13794 (15595 : Receipt of Request

Attachment: Tax Exemption request received from United Ground Express linc for personal property PPIN 13794 (15595 : Receipt of Request

EXHIBIT I

Security Surcharge Calculation Methodology which may be amended and supplemented from time to time (upon the mutual agreement of the parties hereto), to assist JMAA in providing security at IAN for the benefit of, among others, Airline and Airline's employees and customers.

	JACKSON MUNICIPAL AIRPORT AUTHORITY			
	SECURITY SURCHARGE (11/30/2016)			
1	AVERAGE SALARY OF 17 PD	54,631.70	3,213.63	
2	TOTAL SALARY FOR 5 PD	(#1 * 5)		16,068.15
3	AVERAGE INSURANCE OF 17 PD		591.68	
4	COST OF INSURANCE FOR 5 PD	(#3 * 5)		2,958.40
5	FICA FOR 5 PD	(#2* 7.65%)		1,229.21
6	PERS (RETIREMENT)	(#2 * 15.75%)		2,530.73
7	TOTAL BEFORE ADMIN COST			22,786.49
8	ADMIN COST	(20% *#7)		4,557.30
9	TOTAL SEC. COST	(#7 + #8)		27,343.79
10	CHECKPOINT ATTENDANT SERVICE CHARGE BACKS			4,426.38
		GRAND TOTAL		31,770.17

John A. Sullivan
TAX ASSESSOR
RANKIN COUNTY

211 EAST GOVERNMENT STREET
Suite C
BRANDON, MISSISSIPPI 39042

(601) 825-1470
(601) 355-0527
Fax (601) 824-2457

November 16, 2020

Rankin County Board of Supervisors
211 East Government Street, Suite A
Brandon, MS 39042

Re: Frontier Airlines, Inc.
Parcel Number(s):
Personal Property PPIN: 14275

Gentlemen:

Frontier Airlines, Inc. request Rankin County Board of Supervisors grant exempt status authorized by Miss Code Section 61-3-21 on the personal property owned and used by Frontier Airlines, Inc.

They are requesting the exempt status for Tax Year 2019 and forward.

Thank you for your consideration of this matter.

Sincerely,

John A. Sullivan

John A Sullivan

Attachment: Tax Exemption request received from Frontier Airlines Inc for personal property PPIN 14275 (15596 : Receipt of Request for Tax

SCANNED

APPLICATION FOR AD VALOREM TAX EXEMPTION

AS AUTHORIZED BY SECTION 61-3-21, et seq., MISSISSIPPI CODE OF 1972, AS AMENDED

NAME OF ENTERPRISE: Frontier Airlines, Inc.

PHYSICAL ADDRESS: Jackson-Medgar Wiley Evers International Airport (JAN), 100 International Dr

TYPE OF INDUSTRY: Commercial Airline PRODUCT/SERVICE: Passenger Airline

LOCATION – COUNTY: Rankin County CITY : Jackson

TRUE VALUE OF PROPERTY EXEMPTED: 1/1/19: $35,117 & 1/1/20 (estimate): $28,424

*Attach an itemized list of property to be exempted as Exhibit "A".

*Attach a current lease agreement as Exhibit "B".

MARK THE LISTING BELOW THAT APPLIES TO YOUR BUSINESS

X The taking off and landing of commercial and private aircraft at the airport or air navigation facility;

___ The maintenance or repair of commercial or private aircraft taking off and landing at the airport or air navigation facility;

___ The storage, via hanger or otherwise, of commercial or private aircraft taking off and landing at the airport or air navigation facility;

___ The shipping or transporting of freight by aircraft at the airport or air navigation facility;

___ The provision of ground and air transportation services to commercial or private aircraft passengers;

___ The supplying of goods, commodities, things, services or facilities primarily;
1. To commercial and private aircraft taking off and landing at the airport or air navigation facility;
2. Within the airport terminal building to commercial or private aircraft passengers in the process of traveling on such aircraft.

___ Any fixed base operator activities providing aviation services at the airport or air navigation facility.

The applicant request that the Board approve this application by an order spread on its minutes declaring that the above property be exempt from all ad valorem taxation. The above information is true and correct as certified by the applicant. This application is submitted on the 10th day of June, 2020.

Ashley Rutherford Frontier Airlines, Inc.
Applicant (Name of Taxpayer)

By: Ashley Rutherford
Title: Tax Manager

ATTEST:

REBECCA MURPHY
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20154039032
MY COMMISSION EXPIRES 10/02/2023

Attachment: Tax Exemption request received from Frontier Airlines Inc for personal property PPIN 14275 (15596 : Receipt of Request for Tax

Judy Fortenberry
Rankin County Tax Collector
211 E. Government St., Ste. B
Brandon, MS 39042-3269

Personal Property Tax Notice

Tax Year 2019

Taxes may also be paid at our satellite offices:
Flowood - 5417 Hwy 25, Suite L
Richland - 380 Scarborough St.

163100

38410

FRONTIER AIRLINES INC
4545 AIRPORT WAY
DENVER CO 80239-5716

PPIN	014275	Description
Parcel Number		
	0.00	MACHINERY True 35117 Assessed 10535
True Value	35,117	
Assessed Value	10,535	
County Tax	423.93	
School Tax	616.82	
City Tax	664.02	
	0.00	
Net Advalorem Tax	1704.77	
TOTAL TAXES DUE	$1,704.77	Due on or before February 1, 2020

TAX DISTRICT 202

Online payment options available at
www.rankincounty.org

Delinquent at 1% per month after due date

Keep this portion for your records

A paid receipt is available upon request

Please return this portion with your payment

Delinquent at 1% per month after due date

Personal Property Tax Notice
PPIN 014275 - 2019 YEAR 2019
Total Tax Due: $1,704.77

FRONTIER AIRLINES INC
4545 AIRPORT WAY
DENVER CO 80239

Due on or before February 1, 2020
Parcel:

If you wish to pay by VISA, MASTERCARD, please enter your number and expiration date in the blocks below

Exp date

I hereby certify that the above information is true and correct and agree to pay a base fee of 3% of tax owed

Signature of Applicant or Licensee

Phone

Judy Fortenberry
Rankin County Tax Collector
211 E. Government St., Ste. B
Brandon, MS 39042-3269

014275020000

Attachment: Tax Exemption request received from Frontier Airlines Inc for personal property PPIN 14275 (15596 : Receipt of Request for Tax

Frontier Airlines, Inc
Rankin County, MS
1/1/2020

FA number	Asset Category	Asset Name	Status	Location	STATE	Acq date	Year	Asset Value	Acc. Dep.	NBV
FA-018778	Computer & Phone Equipment	18-302-040 JAN Station Opening	Open	JAN	MS	10/15/2018	2018	38,937	15,683	23,254

Attachment: Tax Exemption request received from Frontier Airlines Inc for personal property PPIN 14275 (15596 : Receipt of Request for Tax

Attachment: Tax Exemption request received from Frontier Airlines Inc for personal property PPIN 14275 (15596 : Receipt of Request for Tax

TERMINAL SPACE LEASE AGREEMENT BETWEEN THE JACKSON MUNICIPAL AIRPORT AUTHORITY AND FRONTIER AIRLINE, INC.

THIS TERMINAL SPACE LEASE AGREEMENT ("Lease") is made and entered into by and between the Jackson Municipal Airport Authority ("JMAA"), a municipal airport authority organized and existing under the Airport Authorities Law of the State of Mississippi, codified at Section 61-3-1 et seq., Mississippi Code of 1972, as amended, and Frontier Airline, Inc., a Colorado corporation qualified to do and doing business in the state of Mississippi (the "Lessee").

RECITALS:

A. JMAA operates the Jackson-Medgar Wiley Evers International Airport (the "Airport") located in the City of Jackson, Rankin County, Mississippi, and has the power to lease the premises and facilities thereof and to grant rights and privileges with respect thereto.

B. JMAA desires to lease to Lessee and Lessee desires to lease from JMAA certain office space in the main terminal building at the Airport:

AGREEMENT:

In recognition of and reliance upon the foregoing recitals, and in consideration of the mutual covenants and promises set forth in this Lease, and in exchange for other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, JMAA and Lessee agree as follows:

1. Term of Lease.

   1.1. Initial Term. Regardless of the date of actual execution of this Lease, the term of this Lease shall be deemed to commence as of October 13, 2018 and shall continue from month-to-month thereafter; provided, however, that any obligation as to which Lessee shall be in default upon termination of this Agreement shall survive the termination hereof.

2. Lease Space. JMAA hereby leases, lets, and demises unto Lessee and Lessee hereby leases from JMAA Office Room 214-A (Exhibit A hereto) at the Airport, which is comprised of approximately 131.79 square feet of office space (the "Leased Space").

3. Use of the Leased Space. Lessee shall have the right to "the use and occupancy" of the Leased Space as may be reasonably necessary for, and related to, its airline operations, together with the right to make additional improvements (the "Improvements") to the Leased Space, subject to the following conditions:

   3.1. All Improvements shall be in accord with the approved design and shall be consistent with the decor of the Airport terminal;

Attachment: Tax Exemption request received from Frontier Airlines Inc for personal property PPIN 14275 (15596 : Receipt of Request for Tax

3.2. Lessee shall submit to JMAA plans, drawings, and specifications for prior written approval of any construction, installation or alteration of the Improvements;

3.3. Lessee shall submit to JMAA a copy of any proposed construction agreement for prior written approval with respect to Improvements;

3.4. Lessee shall construct, install, maintain and otherwise make alterations to the Improvements at Lessee's sole cost and expense;

3.5. Lessee shall coordinate its activities and work with JMAA and other lessees at or near the Leased Space so as not to interrupt JMAA's and such other lessee's business operations;

3.6. Lessee shall assume full responsibility for any and all damages, injuries and claims which may result to any person or persons, or to their property, or to adjoining property, by reason of construction or installation of the Improvements, and Lessee covenants to hold harmless and indemnify JMAA from and against any such claim or claims, judgments or decrees resulting therefrom (and the expenses incidental thereto), including reasonable attorneys' fees; and

3.7. The Improvements shall become JMAA's property upon the expiration or earlier termination of this Lease; provided, however, that, if Lessee is not then in default of any provision of this Lease, Lessee shall have the right to remove those portions of the Improvements which consist of Lessee's trade fixtures and personal property and which are not permanently affixed to the Leased Space. Lessee shall remove such trade fixtures and personal property from the Leased Space either before the expiration or earlier termination of this Lease, or within ten (10) days thereafter. Lessee, at its sole cost and expense, shall promptly restore any damage caused to the Leased Space or the Improvements by such removal.

4. Fee.

4.1. Rent. For "the use and occupancy" of the Leased Space and for the rights and privileges granted in this Lease, Lessee absolutely and unconditionally agrees to pay, in lawful money of the United States of America, rentals to JMAA at the rate $79.88 per square foot per annum for office space and storage space, in equal monthly installments of $877.28 on or before the first (1st) business day of each calendar month of the term of this Lease, without notice or demand, and at the place designated by JMAA pursuant to Paragraph 15 hereof. At JMAA's discretion, Rent may be increased upon thirty (30) days notice to Lessee. Lessee shall pay JMAA interest at the rate of one and one-half percent (1 ½%) per month on all sums not paid when due.

5. Utilities. JMAA shall pay the costs for water, gas and electricity supplied to the Leased Space at no expense to Lessee, except in the event that such water, gas, and electrical services become separately metered to the Leased Space, in which event the cost of such services shall be borne by Lessee. Lessee shall pay the costs for all telephone services supplied to the Leased Space.

6. Janitorial Services. Lessee shall furnish, at its own expense, such janitorial and cleaning services and supplies as may be necessary or required for the operation and maintenance of the Leased Space. Notwithstanding the above, JMAA may provide, or cause to be provided, to Lessee such janitorial services on mutually acceptable terms.

7. Assignment, Subletting and Encumbrances.

7.1. Assignment. Lessee shall not assign or sublet this Lease or allow the same to be assigned by operation of law or otherwise, or sublet the Leased Space or any part thereof, without the prior written consent of JMAA. JMAA reserves the right to deny any assignment or subletting by Lessee for any reason it deems in the best interest of JMAA or the Airport. Any purported assignment or sublease in violation hereof shall be void.

7.2. Continued Obligations. In the event JMAA consents to any assignment or subletting of any rights or privileges granted in this Lease, Lessee shall continue to remain responsible for the full and complete performance of each of the terms and conditions and obligations of this Lease, including, but not limited to, the payment of all rentals under this Lease.

7.3. Default. In no event may the activities, uses, privileges and obligations authorized herein at the Airport, on or in the Leased Space, or at, on, or in any portion of either be assigned for any period or periods after a default by Lessee of any of the terms, covenants, and conditions of this Lease.

7.4. Encumbrances. Lessee shall not mortgage, pledge, hypothecate or otherwise encumber its leasehold interest in the Leased Space or its interest in any Improvements therein, thereon, or thereat.

8. Lessee's Covenants. Lessee covenants with and warrants to JMAA as follows:

8.1. That Lessee is a Colorado corporation qualified to do and doing business in the state of Mississippi.

8.2. That Lessee is duly authorized to enter into this Lease and consummate the transactions contemplated by this Lease.

8.3. That Lessee will comply with the provisions of Paragraph 3 when making any alterations, changes or additions to the Leased Space or the Improvements.

8.4. That Lessee will keep and maintain the Leased Space in a clean, neat and sanitary condition, attractive in appearance.

8.5. That Lessee will keep and maintain the Leased Space in good condition, order, and repair during the term of this Lease, will surrender the same upon the expiration or earlier termination of the Lease in the condition in which the Leased Space is required to be kept, reasonable wear and tear excepted.

Attachment: Tax Exemption request received from Frontier Airlines Inc for personal property PPIN 14275 (15596 : Receipt of Request for Tax

8.6. That Lessee will observe and comply with all present and future laws, ordinances, orders, directives, rules and regulations of JMAA, the United States (including, but not limited to, the Transportation Security Administration and the Federal Aviation Administration), the State of Mississippi, the County of Rankin, Mississippi, and the City of Jackson, Mississippi, and the respective agencies, departments, authorities or commissions of each, all of which may either directly or indirectly affect Lessee or its operations on, or in connection with, the Leased Space. This covenant includes, but is not limited to, Lessee's compliance with all federal, state, and local environmental protection laws, regulations, rules and ordinances.

8.7. That Lessee will timely pay for all licenses and permits necessary for, and promptly satisfy all costs and expenses associated with, Lessee's business and operations in, on, or about the Leased Space (including, but not limited to, all costs of constructing or installing the Improvements). Lessee will timely pay all fees, taxes, and charges assessed or imposed by any governmental authority, insofar as they are applicable to Lessee's business and operations.

9. JMAA's Covenants. JMAA covenants with and warrants to Lessee as follows:

9.1. JMAA has lawful possession of the Leased Space and is authorized to execute this Lease.

9.2. Throughout the term hereof, Lessee may have, hold and enjoy peaceful and uninterrupted possession of the Leased Space and the rights herein leased and granted, subject to performance by Lessee of its obligations herein and provided that JMAA shall have the right to inspect the Leased Space in accordance with the provisions of Paragraph 10 of this Lease.

10. Inspection. JMAA and its authorized officers, employees, agents, contractors, subcontractors and other representatives shall have the right to enter upon the Leased Space to inspect the Leased Space at reasonable intervals during regular business hours (or at any time in case of emergency) to determine whether Lessee has complied, and is complying, with the terms and conditions of this Lease.

11. Indemnification. Lessee shall indemnify, defend and hold JMAA completely harmless from and against any and all liabilities, demands, suits, claims, losses, damages, fines, penalties, costs or judgments arising by reason of the injury or death of any person, or damage to any property of any nature (including, but not limited to, those relating to or arising out of the violation of any federal, state or local environmental protection, health, or safety law, regulation, rule or ordinance), including all reasonable costs of investigation and defense thereof (including, but not limited to, attorneys' fees and court costs), arising out of or incidental to any acts or omissions of Lessee's officers, employees, agents, representatives, contractors, subcontractors, licensees or invitees related to (i) this Lease, (ii) Lessee's use or occupancy of, or operations on or connected with, the Leased Space, or (iii) Lessee's performance of its duties or obligations under this Lease. JMAA shall give Lessee reasonable notice of any such claims or actions. Lessee, in carrying out its obligations hereunder, shall use counsel reasonably acceptable to,

Attachment: Tax Exemption request received from Frontier Airlines Inc for personal property PPIN 14275 (15596 : Receipt of Request for Tax

and cooperative with JMAA. The provisions of this Paragraph 11 shall survive the expiration or earlier termination of this Lease.

12. Insurance. Lessee shall obtain and maintain continuously in effect at all times during the term of this Lease, and for a period not less than three (3) years thereafter if written on a claims-made basis, at Lessee's sole cost and expense, the following insurance:

12.1. Comprehensive general liability insurance protecting JMAA against any and all liability arising out of or incidental to any acts or omissions of Lessee, its officers, employees, agents, representatives, contractors, subcontractors, licensees or invitees related to this Lease; Lessee's use or occupancy of, or operations on or in connection with, the Leased Space; and Lessee's rights, responsibilities or duties under this Lease, in the minimum amount of $1,000,000.00.

12.2. Contractual liability insurance to insure Lessee's obligation to protect, defend, indemnify and hold JMAA harmless in accordance with the indemnification provisions of Paragraph 11 hereof, in the minimum amount of $1,000,000.00.

12.3. Statutory Worker's Compensation and Employer's Liability Insurance with limits of not less than $500,000.00 per employee, per accident and per disease.

12.4. All insurance policies required by this Lease shall be issued by a solvent insurance company or companies admitted or licensed to write such insurance in the State of Mississippi or otherwise acceptable to JMAA; shall name JMAA as an additional insured; and shall be conditioned upon at least thirty (30) days prior written notice to JMAA before such policies may be altered or canceled. Lessee shall provide to JMAA certificates of insurance evidencing Lessee's compliance with the provisions of this Lease. Failure to keep the insurance required pursuant to this Lease in force or to provide JMAA with evidence of such insurance shall constitute a default under the terms of this Lease entitling JMAA, in addition to all other remedies available hereunder, the right to immediately suspend Lessee's right to "the access and use" of the Leased Space.

12.5. JMAA shall have the right to change the insurance coverage and the insurance limits required of Lessee under this Lease, without any cost to JMAA, if such changes are recommended or imposed by JMAA's insurers.

13. Termination by JMAA:

13.1. Events. JMAA shall have the right to immediately cancel and terminate this Lease in its entirety upon or after the happening of one or more of the following events, if such event or events are then continuing:

13.1.1. Lessee shall make a general assignment for the benefit of creditors.

Attachment: Tax Exemption request received from Frontier Airlines Inc for personal property PPIN 14275 (15596 : Receipt of Request for Tax

13.1.2. Lessee shall file a voluntary petition in bankruptcy or a petition seeking its reorganization or the readjustment of its indebtedness under the Bankruptcy Code (Title 11 of the United States Code) as now in effect or hereafter amended.

13.1.3. Any involuntary petition in bankruptcy shall be filed against Lessee and Lessee is thereafter adjudicated bankrupt thereunder.

13.1.4. Lessee shall consent to the appointment of a receiver, trustee or liquidator of all, or substantially all, of the property of Lessee.

13.1.5. Lessee shall default in fulfilling any of the terms, covenants or conditions required of it hereunder or any other agreement executed between JMAA and Lessee, and Lessee shall fail to remedy the default within ten (10) days following receipt by Lessee of written demand from JMAA to do so.

13.2. Repossession. In the event any condition of default shall occur giving JMAA the right to terminate this Lease (notwithstanding any waiver, license or indulgence granted by JMAA), then while such condition is continuing, JMAA shall have the right, at its election, either to terminate this Lease as aforesaid or to enter upon and take possession of the Leased Space, or any part thereof, without demand or notice, and repossess the same, expelling Lessee and those claiming under Lessee, without prejudice to any remedy for arrears of rent or preceding breach of covenants and without liability to Lessee or those claiming under Lessee for such repossession.

13.3. No Forfeiture. JMAA's repossession of the Leased Space shall not be construed as an election to terminate this Lease, nor shall it cause a forfeiture of rents or other charges remaining to be paid during the balance of the term thereof, unless a written notice of such intention is given to Lessee or unless such termination is decreed by a court of competent jurisdiction. Notwithstanding any reletting without termination by JMAA because of any default by Lessee, JMAA may at any time after such reletting elect to terminate this Agreement for any such default.

13.4. Reletting. Upon repossession, JMAA shall in good faith attempt to relet the Leased Space for such period or periods (which may extend beyond the term of this Lease) at such rentals or rents and upon such other terms and conditions as JMAA may, in good faith, deem advisable. JMAA shall in no event be liable and Lessee's liability shall not be affected or diminished in any way whatsoever for failure to relet the Leased Space, or in the event same is relet, for failure to collect any rental or other sums due under such reletting.

13.5. Application of Rents. In the event that JMAA shall elect to relet, then rentals received by JMAA from such reletting shall be applied: first, to the payment of any indebtedness other than rent due hereunder from Lessee to JMAA; second, to the payment of any cost of reletting or other expenses in connection therewith; third, to the payment of rent due and unpaid hereunder; and the residue, if any, shall be held by JMAA and applied in payment of future rent as the same may become due and payable hereunder. Should that

Attachment: Tax Exemption request received from Frontier Airlines Inc for personal property PPIN 14275 (15596 : Receipt of Request for Tax

portion of such rentals received from such reletting during any month which is applied to the payment of rent hereunder be less than the rent payable during that month by Lessee hereunder, Lessee shall forthwith pay any deficiency to JMAA. Such deficiency shall be calculated and paid monthly. Lessee shall also pay to JMAA, upon demand by JMAA, any cost and expenses incurred by JMAA in such reletting not covered by the rentals received from such reletting of the Leased Space. Lessee shall also pay to JMAA all past due rent not covered by such reletting.

13.6. Waiver. If JMAA shall enter into and repossess the Leased Space for reason of default of Lessee in the performance of any of the terms, covenants, or conditions herein contained, then and in that event, Lessee hereby covenants and agrees that Lessee will not claim the right to redeem or re-enter the repossessed areas to restore its operations hereunder and Lessee hereby waives the right to such redemption and re-entrance under any present or future law and hereby further, for any party claiming through or under Lessee, expressly waives its right, if any, to make payment of any sum or sums of rent, or otherwise, of which Lessee has defaulted and thereby redeem or reinstate any of JMAA's obligations hereunder or the covenants of possession of the Leased Space by JMAA to Lessee by reason of such payment.

13.7. Cumulative Rights. All rights and remedies of JMAA herein created or otherwise existing at law or in equity are cumulative, and the exercise of one or more rights or remedies shall not be taken to exclude or waive the right to the exercise of any other. All such rights and remedies may be exercised and enforced concurrently and whenever and as often as deemed advisable.

13.8. Settlement. If proceedings shall at any time be commenced for recovery of possession as aforesaid and compromise or settlement shall be affected, either before or after judgment whereby Lessee shall be permitted to retain possession of the Leased Space, then such proceeding shall not constitute a waiver of any condition or agreement contained herein or of any subsequent breach thereof.

13.9. Additional Rent. Any amount paid or expense or liability incurred by JMAA for the account of Lessee may be deemed to be additional rental and the same may, at the option of JMAA, be added to any rent then due or thereafter due hereunder.

14. Prohibition Against Discrimination.

14.1. Lessee, for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that (i) no person on the grounds of race, creed, color, sex, age, handicap, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Leased Space, (ii) in the construction of any Improvements on, over, or under the Leased Space and the furnishing of services thereon, no person on the grounds of race, creed, color, sex, age, handicap or national origin shall be excluded from participation therein, denied the benefits thereof, or otherwise be subject to discrimination, and (iii) Lessee shall use the Leased Space in compliance with all other

Attachment: Tax Exemption request received from Frontier Airlines Inc for personal property PPIN 14275 (15596 : Receipt of Request for Tax

requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscriminationin Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended from time to time.

14.2. Lessee, for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that in the event facilities are constructed, maintained, or otherwise operated on the Leased Space for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, Lessee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, "Nondiscrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964," and as said Regulations may be amended from time to time.

14.3. Lessee will take affirmative action to ensure that applicants are employed and that its employees are treated during employment without regard to their race, color, national origin, sex, or religion. Such action shall include, but not be limited to, the following: employment, referral for employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoffs or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Lessee agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

14.4. Lessee assures JMAA that, to the extent applicable, it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to ensure that no person on the grounds of race, creed, color, sex, age, handicap or national origin shall be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. Lessee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by said subpart.

14.5. Notwithstanding the provisions of Paragraph 13 hereof, in the event of breach of any of the above nondiscrimination covenants, JMAA shall have the right to immediately terminate the Lease and to re-enter and repossess the Leased Space and the facilities thereon, and hold same as if said Lease had never been made or issued.

15. Notices. Any notice given hereunder shall be given in writing, signed by the party giving such notice, and shall be sent by United States certified mail, return receipt requested, by nationally recognized overnight courier service or by facsimile, with proper postage and registration fees prepaid, addressed to the party for whom intended, at the following address:

Attachment: Tax Exemption request received from Frontier Airlines Inc for personal property PPIN 14275 (15596 : Receipt of Request for Tax

To JMAA: Carl D. Newman
Chief Executive Office
Jackson Municipal Airport Authority
Post Office Box 98109
Jackson, Mississippi 39298-8109

To Lessee: Frontier Airline, Inc.

Howard Diamond
Senior Vice President and General Counsel
4545 Airport Way
Denver, Colorado 80239

or to such other address as the party being given such notice shall from time to time designate to the other by notice given in accordance herewith.

16. Miscellaneous Provisions:

16.1. No Waiver. No delay or omission by JMAA in exercising any right, power or remedy hereunder or otherwise afforded by contract, at law, in equity or by statute, shall constitute an acquiescence therein, impair any other right, power or remedy hereunder, or otherwise afforded by this contract, at law, in equity or by statute, or operate as a waiver of such right, power or remedy. No waiver by JMAA of any default by Lessee hereunder shall operate as a waiver of any other default or the same default on a future occasion.

16.2. Headings. The Paragraph headings contained in this Lease are inserted for convenience of reference only, and shall not be construed as defining, limiting, extending or describing the scope of this Lease, any Paragraph or section hereof, or the intent in any provision hereof.

16.3. Severability. If any provision of this Lease, or the application thereof to any person or circumstance, shall be held invalid or unenforceable under any applicable law, such invalidity or unenforceability shall not affect any other provision of or application of such provision to other persons or circumstances under this Lease that can be given effect without the invalid or unenforceable provision, and, to that end, the provisions hereof are severable.

16.4. Binding Effect. All terms, covenants and conditions of this Lease shall be binding upon and inure to the respective benefit of JMAA and Lessee, their respective officers, employees, agents, and servants, all as the case may be.

16.5. Interpretation. This Lease shall not be construed or interpreted in favor of or against either party on the basis of draftsmanship or preparation of this Lease.

Attachment: Tax Exemption request received from Frontier Airlines Inc for personal property PPIN 14275 (15596 : Receipt of Request for Tax

16.6. Entire Agreement. This Lease contains the entire agreement between the parties relating to the subject matter hereof and supersedes all oral statements and prior writings with respect thereto and may be altered, amended or modified only by written agreement executed by JMAA and Lessee.

16.7. Time. Time is of the essence with regard to each and every provision of this Lease.

16.8. United States' Requirements. This Lease is subject and subordinate to the provisions of any agreement previously or hereafter made between JMAA and the United States Government relative to the operation and maintenance of the Airport, the execution of which has been or is required as a condition precedent to the transfer of federal rights or property to JMAA for Airport purposes or the expenditure of federal funds for the improvement or development of the Airport.

16.9. Other Use. Lessee shall not use or permit the use of the Leased Space or any part thereof for any purpose or use other than as authorized by this Lease. Any violation of this provision shall be deemed a default under the terms of this Lease, giving JMAA, in addition to other rights, the right to terminate this Lease in accordance with the provisions of Paragraph 13.

16.10. Attorneys' Fees. If an action shall be brought to recover any sum due under this Lease, or on account of any breach of, or to enforce or interpret any of the terms, covenants, or conditions of this Lease, JMAA shall be entitled to recover from Lessee, as part of JMAA's cost, a reasonable attorneys' fee.

16.11. Relocation. JMAA reserves the right from time to time to change the location of the Leased Space, provided any substitution of space is substantially equivalent in size and usage to the Leased Space. In the event JMAA makes such a relocation, the reasonable cost of the relocation shall be paid by JMAA.

16.12. Force Majeure. Neither JMAA nor Lessee shall be deemed in violation of this Lease if prevented from performing any of the obligations hereunder by reason of strikes, boycotts, labor disputes, embargoes, shortages of material, acts of God, acts of the public enemy, acts of superior governmental authority, weather conditions, riots, rebellion, sabotage, or any other circumstances for which it is not responsible or which are not within its control.

16.13. Governing Law. This Lease and the rights and obligations of the parties hereunder shall be construed in accordance with and governed by the laws of the State of Mississippi, without regard to the principles of conflict of laws, and Lessee hereby agrees and submits to the personal jurisdiction of the state and federal courts within the State of Mississippi for the purpose of enforcing or construing this Agreement, subject only to written notice of any such action delivered to Lessee in accordance with Paragraph 15 hereof.

Attachment: Tax Exemption request received from Frontier Airlines Inc for personal property PPIN 14275 (15596 : Receipt of Request for Tax

16.14. Incorporation of Required Provisions. The parties incorporate herein by this reference all provisions lawfully required to be contained herein by any governmental body or agency.

16.15. Bankruptcy. If at any time any proceeding in bankruptcy or under the Bankruptcy Code (Title 11 of the United States Code) as now in effect or as hereafter amended shall be instituted by Lessee, or if a petition for relief is granted against Lessee in an involuntary bankruptcy proceeding, Lessee shall pay as "adequate protection," the rental payments and fees due under this Lease until such time as Lessee elects to assume or reject this Lease. If Lessee fails to make any such "adequate protection" payments when due, or any other mandated payments in accordance with such bankruptcy proceedings hereunder, (i) this Lease shall be deemed to be rejected so that the Lease will be terminated and JMAA shall have a claim against Lessee for the rentals, fees and other sums then due JMAA under this Lease, and (ii) JMAA shall be entitled to relief from the automatic stay to enforce its rights under the terms of this Lease.

[SIGNATURE PAGE TO FOLLOW]

Attachment: Tax Exemption request received from Frontier Airlines Inc for personal property PPIN 14275 (15596 : Receipt of Request for Tax

IN WITNESS, WHEREOF, the parties hereto have executed this Lease on the dates indicated below.

JACKSON MUNICIPAL AIRPORT AUTHORITY

Date: 11/14/19

Carl D. Newman, A.A.E.
Chief Executive Officer

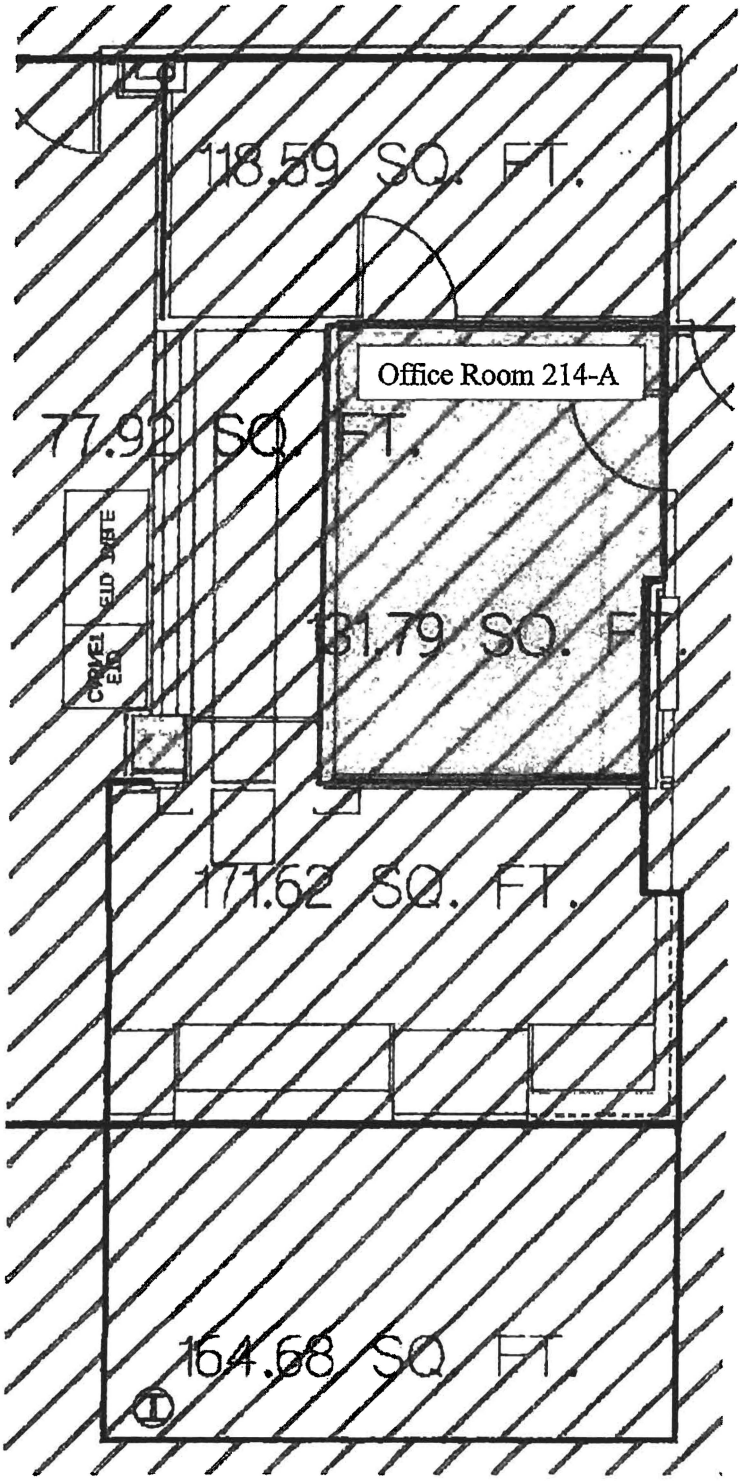
FRONTIER AIRLINE, INC.

Date: 12-5-18

Howard Diamond
Senior Vice President and General Counsel

Attachment: Tax Exemption request received from Frontier Airlines Inc for personal property PPIN 14275 (15596 : Receipt of Request for Tax

EXHIBIT A - Office Space



Attachment: Tax Exemption request received from Frontier Airlines Inc for personal property PPIN 14275 (15596 : Receipt of Request for Tax

JLT

JLT Aerospace (North America) Inc.
225 West Wacker Drive, 5th Floor
Chicago, IL 60606
Phone: (312) 637-6100

CERTIFICATE OF INSURANCE
CERTIFICATE NUMBER FA-18-242

This is to certify to **Jackson Municipal Airport Authority**
Attn: Carl D. Newman, A.A.E.
Chief Executive Officer
Post Office Box 98109
Jackson, MS 39298-8109

That **Frontier Airlines Holdings, Inc., Frontier Airlines, Inc., and any firm or corporation affiliated to, subsidiary to, associated with or under the same management as any corporation herein named as now existing or as shall hereafter be created**

4545 Airport Way
Denver, CO, 80239

COVERAGES:

ALL RISKS (GROUND AND FLIGHT) AIRCRAFT HULL INSURANCE **HULL VALUE: As on file**
Including All Risks (including transit) Aircraft Spare parts Insurance
The Hull coverage is subject to a Deductible Each and Every Loss of $750,000
(not applicable to Total or Constructive Total Loss/Arranged Total Loss Occurrence
aggregate deductible equal to highest applicable deductible.)

AVIATION HULL WAR AND ALLIED PERILS INSURANCE (as per form LSW555D) **HULL WAR VALUE: As on file**
Including All Risks (including transit) Aircraft Spare parts Insurance

COMPREHENSIVE AVIATION LIABILITY INSURANCE **LIABILITY LIMIT: $100,000,000 each occurrence**
Including, but not limited to: Bodily Injury and Property Damage to Third Parties, Passenger Liability, Personal Injury Liability, Contractual Liability, Passengers' Baggage Liability, Premises, Products, Hangarkeepers, Limited Sudden and Accidental Pollution, and Cargo Legal Liabilities. On Airport Automobile. Excess Off Airport Automobile Liability and Excess Employers Liability. AVN52E Extended Coverage Endorsement (Aviation Liabilities).

However, the following sublimits apply:
1. Personal Injury Liability (except passengers): $25,000,000 per occurrence
2. AVN52E Extended Coverage: $250,000,000 per occurrence
3. Excess AVN52E: $750,000,000 per occurrence
4. Excess Automobile and Employers Liability: $25,000,000 per occurrence
5. Sudden and Accidental Pollution: $2,500,000 per occurrence

REFER TO THE POLICY. AN ANNUAL AGGREGATE LIMIT APPLIES TO SOME COVERAGES.

GEOGRAPHICAL LIMITS: Worldwide

AIRCRAFT INSURED: Any aircraft owned, used, maintained and/or operated by the Named Insured.

CONTRACTS: The Airport Use Permit and Lease Agreement made and entered into by and between Jackson Municipal Airport Authority ("JMAA"), a public body corporate and politic of the State of Mississippi, and Frontier Airlines, Inc.

OTHER COVERAGES/CONDITIONS/REMARKS
Subject always to the scope of the attached policies and all the policies' declarations, insuring agreements, terms, conditions, limitations, exclusions, deductibles, warranties and endorsements thereof remaining paramount: Solely as respects: (i) The Coverage(s) noted above; (ii) the Contract(s) (and then only to the extent of the Named Insured's obligation to provide insurance under the terms of the Contract(s)); and (iii) the operations of the Named Insured; the policies are endorsed to include the following provisions(s):

Jackson Municipal Airport Authority is included as an Additional Insured (the "Additional Insured"), as its respective rights and interests may appear, warranted no operational interest; however, no party shall be included as an Additional Insured as respects it legal liability as manufacturer, repairer or servicing agent of the Aircraft and/or Engines.

In the event of cancellation or material changes of the policies by insurers which would adversely affect the interests of the Additional Insureds, Insurers agree to provide 30 days (ten (10) days in the event of cancellation for non-payment of premiums) prior written notice to the Certificate Holder(s).

This Certificate of Insurance is issued as summary of the insurances under the policies noted above and confers no rights upon the Certificate Holders as regards the insurances other than those provided by the policies. The undersigned has been authorized by the above insurers to issue this certificate on their behalf and is not an insurer and has no liability of any sort under the above policies as an insurer as a result of this certification.

Attachment: Tax Exemption request received from Frontier Airlines Inc for personal property PPIN 14275 (15596 : Receipt of Request for Tax

JLT Aerospace (North America) Inc.
225 West Wacker Drive, 5th Floor
Chicago, IL 60606
Phone: (312) 637-6100

This certificate or verification of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term, or condition of any contact or other document with respect to which this certificate or verification of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all terms, exclusions, limitations and conditions of such policies (including, but not limited to an Electronic Date Recognition Exclusion Clause, and a related Electronic Date Recognition Exclusion Limited Coverage Endorsement; copies of which will be made available on request).

Wendy J. Swenson, Authorized Representative

8/29/2018
Date

Attachment: Tax Exemption request received from Frontier Airlines Inc for personal property PPIN 14275 (15596 : Receipt of Request for Tax

JLT Aerospace (North America) Inc.
225 West Wacker Drive, 5th Floor
Chicago, IL 60606
Phone: (312) 637-6100

SECURITY SHEET

FRONTIER

POLICY TERM: July 1, 2018 to July 1, 2019 on both dates at 12:01 A.M. Local Standard Time at the address of the Named Insured.

HULL & LIABILITY INSURERS	POLICY NUMBER
Allianz Global Risks US Insurance Company	AIAL000667218AM
Underwriters at Lloyds and Certain Insurers Per JLT Specialty Limited	J51816344
Isosceles Insurance Ltd.	J51816346
Starr Surplus Lines Insurance Company Per Starr Aviation Agency, Inc.	SASLAMR63619418-06
One or more member companies of Global Aerospace	108412/18
Old Republic Insurance Company	RAL 000021-04
Air Centurion Insurance Services, LLC on behalf of Mitsui Sumitomo Insurance USA Inc.	ACQA-17-00058-02
QBE	QAVC000347
AIG Aerospace on behalf of National Fire Union	HL 013468407-02

HULL WAR, HI-JACKING, AND OTHER PERILS INSURERS	POLICY NUMBER
Underwriters at Lloyds of London and other Licensed Companies per JLT Specialty, Ltd	J51816345

EXCESS AVN52E AVIATION LIABILITIES INSURERS	POLICY NUMBER
Underwriters at Lloyds of London and other Licensed Companies per JLT Specialty, Ltd	J51816280

SEVERAL LIABILITY NOTICE

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

LSW 1001 (Insurance)

Attachment: Tax Exemption request received from Frontier Airlines Inc for personal property PPIN 14275 (15596 : Receipt of Request for Tax

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/29/2018

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).

PRODUCER JLT Aerospace (North America) Inc. 225 West Wacker Drive 5th Floor Chicago IL 60606	CONTACT NAME: Wendy Swenson PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: Wendy.Swenson@jltaerospace.com
INSURED FALCACQ-01 Frontier Group Holdings, Inc. dba: Frontier Airlines 4545 Airport Way Denver CO 80239	INSURER(S) AFFORDING COVERAGE — NAIC# INSURER A : Travelers Indemnity Company — 25658 INSURER B : Starr Indemnity & Liability Company — 38318 INSURER C : Allianz Global Risks US Insurance Company — 35300 INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 1021148417 **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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
A	AUTOMOBILE LIABILITY	Y		BA-8D971388-18-HPR	5/1/2018	5/1/2019	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N	N/A		1000001768	6/1/2018	6/1/2019	X PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH)						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	Excess Automobile Liability	N		See Attached Security Sheet	7/1/2018	7/1/2018	$4,000,000 excess of	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CONTRACT(S): The Airport Use Permit and Lease Agreement made and entered into by and between Jackson Municipal Airport Authority ("JMAA"), a public body corporate and politic of the State of Mississippi, and Frontier Airlines, Inc.

Jackson Municipal Airport Authority is included as an Additional Insured (the "Additional Insured"), as its respective rights and interests may appear, warranted no operational interest; however, no party shall be included as an Additional Insured as respects it legal liability as manufacturer, repairer or servicing agent of the Aircraft and/or Engines.

In the event of cancellation or material changes of the policies by insurers which would adversely affect the interests of the Additional Insureds, Insurers agree to provide 30 days (ten (10) days in the event of cancellation for non-payment of premiums) prior written notice to the Certificate Holder(s).

CERTIFICATE HOLDER

Jackson Municipal Airport Authority
Attn: Carl D. Newman, A.A.E.
Chief Executive Officer
Post Office Box 98109
Jackson MS 39298-8109

CANCELLATION

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

Wendy J. Swenson

© 1988-2015 ACORD CORPORATION. All rights reserved.

Attachment: Tax Exemption request received from Frontier Airlines Inc for personal property PPIN 14275 (15596 : Receipt of Request for Tax

JLT AEROSPACE (North America) Inc.
225 W. Wacker Drive, 5th Floor
Chicago, IL 60606
Main: 312.235.8200

SECURITY SHEET

FRONTIER

POLICY TERM: July 1, 2017 to July 1, 2018 on both dates at 12:01 A.M. Local Standard Time at the address of the Named Insured.

HULL & LIABILITY INSURERS	POLICY NUMBER
Allianz Global Risks US Insurance Company	AIAL000667217AM
Underwriters at Lloyds and Certain Insurers Per JLT Specialty Limited	J51714769
Isosceles Insurance Ltd.	J51714774
Starr Surplus Lines Insurance Company Per Starr Aviation Agency, Inc.	SASLAMR63619417-05
One or more member companies of Global Aerospace	108412/17
Old Republic Insurance Company	RAL 000021-03
Air Centurion Insurance Services, LLC on behalf of Mitsui Sumitomo Insurance USA Inc.	ACQA-17-00058-01
QBE	QAVC000347

HULL WAR, HI-JACKING, AND OTHER PERILS INSURERS	POLICY NUMBER
Underwriters at Lloyds of London and other Licensed Companies per JLT Specialty, Ltd	J5171421

EXCESS AVN52E AVIATION LIABILITIES INSURERS	POLICY NUMBER
Underwriters at Lloyds of London and other Licensed Companies per JLT Specialty, Ltd	J5171477

SEVERAL LIABILITY NOTICE

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

LSW 1001 (Insurance)

Attachment: Tax Exemption request received from Frontier Airlines Inc for personal property PPIN 14275 (15596 : Receipt of Request for Tax

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (''MOU'') is made as of October 1, 2020 by and between the Rankin County Youth Court, Rankin County, Mississippi, with an address of 100 Court Cove Pelahatchie, MS 39145, and University of Mississippi Medical Center, on behalf of its Department of Pediatrics | Center for Advancement of Youth (CAY), 2500 North State St., Jackson, MS 39216.

WHEREAS, the Rankin County Youth Court was authorized and funded as a sub-recipient under ZERO TO THREE's (ZTT) Federal award, Infant-Toddler Court Program, Award #5 U2DMC32394-03-00, issued by the Department of Health and Human Services Awards (HHS), Health Resources and Services Administration.; and

WHEREAS, University of Mississippi Medical Center and the Rankin County Youth Court desire to enter into this Agreement for the purpose of carrying out the ZTT grant proposal; and

WHEREAS, the Rankin County Youth Court is an entity funded by the Rankin County Board of Supervisors;

NOW, THEREFORE, in furtherance of the mutual interest and responsibilities of the parties hereto, this Agreement is entered into by and between the parties upon the following terms, provisos, and conditions, to-wit:

I. OVERVIEW OF MOU:

The services of Zero To Three, Safe Babies Court Team (SBCT) shall take place in Rankin County. The propose of the grant proposal is to increase accessibility to community services for families participating in our SBCT by addressing gaps in family engagement. The Youth Court recognizes that infants before this court would best be served by increasing the number of developmental screenings performed and to ensure that the children identified as needing services are linked to the proper resources and treatments. One such evidence-based treatment is Child-Parent Psychotherapy (CPP). CPP is a dyadic, attachment-based intervention that helps young children and families recover from stressful and traumatic events, particularly child maltreatment, removal from home, and interpersonal violence.

This MOU will develop a CPP program in collaboration with mental health therapists at the Center for Advancement of Youth (CAY) at University of Mississippi Medical Center (UMMC). CAY at University of Mississippi Medical Center is uniquely positioned to house the proposed CPP program and be a leader in this area. Currently, CAY staffs three board-certified developmental pediatricians, eight psychologists, four social workers, one speech therapist, and two licensed professional counselors. Funding will be provided through this grant opportunity for University of Mississippi Medical Center project staff to participate in the Child Parent Psychotherapy training

Attachment: Zero to Three Revised Grant Agreement MOU Rankin County Yout Court and UM Medical Center (15597 : Approval of Second

conducted by Tulane University and then deliver CPP services to children and family enrolled in the Rankin County Infant Toddler Court Program.

II. MOU TERMS:

The Rankin County Youth Court and UMMC desire, in addition to other subsequent and mutually agreeable terms and conditions, the enhancement of the Safe Babies Court Team program in Rankin County, Mississippi, through the following process:

- In accordance with the grant awarded by the under ZERO TO THREE's (ZTT) Federal award, Infant-Toddler Court Program, Award #5 U2DMC32394-03-00, issued by the Department of Health and Human Services Awards (HHS), Health Resources and Services Administration., the Rankin County Youth Court has the authority to accept, budget and expend funds to fulfill the requirements of the SBCT in Rankin County.

- UMMC will be reimbursed up to **$64,128** based on actual expenses during the period of performance from Rankin County Youth Court, which is dependent upon the availability of funds from a grant provided by the Department of Health and Human Services Awards (HHS), Health Resources and Services Administration. The funding shall be provided to UMMC to cover expenses related to the training and implementation of Child Parent Psychotherapy. Direct services to clients shall not fall within the scope of this award.

- The period of performance shall be from September 30, 2020, until September 29, 2021, at which time the funds for this collaborative effort is scheduled to conclude.

- SCOPE OF WORK - UMMC agrees to:

  - Recruit 5 providers to be trained in CPP. UMMC project staff will assist in recruitment of clinicians to participate in the Child Parent Psychotherapy training conducted by Tulane University. Recruitment will occur through the Center of Advancement of Youth (CAY).
  - Implement CPP services so that children and family enrolled in the Rankin County Infant Toddler Court Program may benefit from such therapeutic treatment. Once training is complete, UMMC project staff will deliver services to children and families (Minimum one family per clinician/week) at CAY.
  - Provide relevant data (demographics, scope, reach) of patients seen for CPP by developing and implementing data collection protocols with the lead agency. UMMC project staff will develop data collection procedures, execute data collection,

Attachment: Zero to Three Revised Grant Agreement MOU Rankin County Yout Court and UM Medical Center (15597 : Approval of Second

and work with the Center for Information and Analytics at UMMC regarding extracting clinical data from the electronic medical record system.

- CAY shall work with the contractor to submit a work plan and timeline for the period from September 30, 2020 to September 29, 2021.
- CAY shall correspond with the contractor a minimum of one time a month on deliverables and related progress of training and implementation of services.
- CAY shall work with contractor to identify or modify data collection tools (e.g., surveys-paper and online) to evaluate the outcomes of the project.
- CAY shall participate in the preparation of briefs, fact sheets, academic presentations, and manuscripts to be published in peer-reviewed journals.
- CAY shall submit invoices monthly to Rankin County Youth Court by the 5th day of each month.
- CAY shall submit the final invoice for the project by October 5, 2021.

III. PURPOSE AND PROVISIONS

Upon execution by the parties of the MOU, the following shall be applicable:

1. **Provisions are Enforceable.** The provisions provided above in this MOU create and constitute a legally binding obligation upon the parties and is intended to constitute a binding agreement.
2. **Public Announcements.** Until the final agreement is signed by the Parties, the parties agree not to make any public disclosures of the transaction contemplated herein, without the consent of the other party.
3. **UMMC understands and agrees that this MOU shall terminate and be void and of no effect should the Rankin County Youth Court no longer receive grant funding supporting this agreement.**
4. **Conflict Of Interest**. UMMC warrants that at the date of execution of this Agreement, no known organizational conflict of interest exists or is likely to arise in the performance of its obligations under the MOU. UMMC further warrants that it shall advise the Rankin County Youth Court immediately if a conflict of interest arises in the future. A Conflict of Interest Statement is attached hereto and incorporated herein as Attachment A. The MOU shall comply with HRSA's Federal Financial Assistance Conflict of Interest Policy, which can be found at: https://www.hrsa.gov/sites/default/files/hrsa/grants/manage/HRSA_COI_Policy.pdf. UMMC must submit disclosure of a potential Conflict of Interest within 30 days of discovery, by email, to the Rankin County Youth Court Administrator.
5. **Termination**.

   (a) If the Government elects to terminate ZERO TO THREE's Prime Contract, or to terminate Rankin County's sub-award, Rankin County and ZERO TO THREE shall have the right to

Attachment: Zero to Three Revised Grant Agreement MOU Rankin County Yout Court and UM Medical Center (15597 : Approval of Second

terminate this Agreement, or any part hereof, for its convenience. In the event of a termination, CAY shall immediately stop all work hereunder to the extent medically permissible and shall immediately cause its suppliers to cease work. Subject to the terms of this Agreement, CAY shall be paid for all work actually performed by it through the effective date of termination once accepted by Rankin County, such acceptance not to be unreasonably withheld.

(b) ZERO TO THREE may terminate this Agreement, or any part hereof, for cause:
(i) in the event of any default by Subawardee, defined as failure to deliver work conforming to the requirements of this Agreement;
(ii) if CAY fails to materially comply with any contract terms and conditions herein;
(iii) if CAY is late in performing and fails to provide Rankin County and/or ZERO TO THREE, upon written request, with adequate assurances of future performance;
(iv) if CAY becomes insolvent or the subject of proceedings under any law relating to bankruptcy or the relief of debtors or admits in writing its inability to pay debts as they become due; or
(v) if the Government requests or orders that this Agreement be terminated.
Prior to a termination by Rankin County and/or ZERO TO THREE for the reasons set forth in this section above, Rankin County and/or ZERO TO THREE shall provide CAY with written notice setting forth the cause(s) which may lead to a termination under this Section and allowing CAY ten (10) days to cure. If Rankin County and/or ZERO TO THREE elects to terminate this Agreement for the reason set forth in this section, CAY shall not be entitled to any additional written notice prior to termination of this Agreement.

(c) In the event of a termination for cause, Rankin County shall pay CAY for all work performed and accepted prior to termination, and any work in progress of which Rankin County, in its sole discretion, chooses to become the owner.

(d) CAY may terminate this Agreement upon Rankin County's failure to pay CAY the sums due to CAY under the terms of this Agreement, provided that CAY first shall provide Rankin County with at least ten (10) days advanced written notice regarding such failure to pay, in each instance, and further provided that Rankin County has not remedied its payment failure within such ten (10) days period.

(e) In the event of CAY's proper termination of this Agreement in accordance with the terms of this Agreement, Rankin County shall pay CAY for all work performed and accepted prior to termination, and any non-cancellable expenses incurred prior to termination.

6. Intellectual Property Rights.

(a) CAY shall identify any and all intellectual property (IPR) that it will use, or intends to use, in connection with its performance of this Agreement (Pre-existing IPR). CAY shall be and

Attachment: Zero to Three Revised Grant Agreement MOU Rankin County Yout Court and UM Medical Center (15597 : Approval of Second

remain the owner of its Pre-existing IPR that existed prior to execution of this Agreement. With respect to its Pre-existing IPR, and in consideration for entering into this Agreement, CAY grants to ZERO TO THREE and the Government royalty-free, irrevocable, nonexclusive, worldwide, perpetual and sublicensable licenses for use, modify, reproduce, distribute, create derivative works of, publicly display and perform the Pre-existing IPR and IPR in any medium now known or later developed in connection with the products and services that are the subject matter of the Prime Contract and this Agreement.

(b) With the exception of CAY's Pre-existing IPR, all IPR developed by CAY related to the services and products provided by CAY pursuant to this Agreement ("Work Product IPR") shall be deemed to be the work product of, and owned by, ZERO TO THREE and CAY shall make no claim as to ownership of any such Work Product IPR. ZERO TO THREE grants to CAY royalty-free, irrevocable, nonexclusive, worldwide, perpetual and sublicensable licenses for use, modify, reproduce, distribute, create derivative works of, publicly display and perform the Work Product IPR in any medium now known or later developed.

(c) Notwithstanding anything set forth in this section to the contrary, at all times CAY shall be bound by, and must be in compliance with, the Intellectual Property Section of the HHS Statement (January 2007) as that may be amended from time-to-time ("HHS Statement").

7. **Publication.** Either party may publish the results from the from any analysis of the data collected under the abovementioned Award ("Results") after providing the other party with a forty-five (45) day period in which to review each publication to identify any patentable or otherwise protected subject matter, and/or any disclosure of a party's confidential information and/or that such publication will have an adverse effect on that party's business. In the event that the publishing party is notified by the reviewing party prior to the end of the forty-five (45) day period that the publishing of the Results or certain parts of the Results would identify patentable or otherwise protected subject matter, any of the reviewing party's confidential information, or may have an adverse effect on the reviewing party's business, the parties shall use best efforts to reach mutual agreement on what content may be publishable, taking into account the protections of each party's interests. If necessary to permit the preparation and filing of patent applications, the party wishing to publish will grant an additional review period not to exceed sixty (60) days. For the avoidance of doubt the party wishing to publish shall be entitled to publish the results after removing the other party's sensitive business information.

8. **Order Of Precedence**. Any conflict in contractual terms shall be resolved in the following order of precedence:
   (1) This Memorandum of Understanding
   (2) Attachment A – Statement of Work
   (3) Attachment B – Budget
   (4) Attachment C – HHS Terms and Conditions
   (5) Attachment D – Subaward Notification
   (6) Attachment E – Conflict of Interest Statement

Attachment: Zero to Three Revised Grant Agreement MOU Rankin County Yout Court and UM Medical Center (15597 : Approval of Second

University of Mississippi Medical Center	**Date**
Rankin County Youth Court	**Date**
Jared K Morrison **Rankin County Board of Supervisors**	1-4-21 **Date**

Attachment: Zero to Three Revised Grant Agreement MOU Rankin County Yout Court and UM Medical Center (15597 : Approval of Second

FILED
JAN 04 2021
LARRY SWALES
Chancery Clerk, Rankin Count
Rec. in Bk. _____ Pg. __

IN THE CHANCERY COURT OF RANKIN COUNTY, MISSISSIPPI

IN RE: APPOINTMENT OF FAMILY MASTER **GENERAL MINUTES**

ADMINISTRATIVE ORDER APPOINTING FAMILY MASTER

THIS DAY this cause came on to be heard on the *sua sponte* motion of John C. McLaurin, Jr., Senior Chancellor of the Twentieth Chancery Court District of the State of Mississippi, for the appointment of a Family Master in said District pursuant to the provisions of § 9-5-255 of the Mississippi Code of 1972, as amended; that, in accordance with the provisions of said statute, this Court has made application to the Chief Justice of the Supreme Court of the State of Mississippi (which consists solely of Rankin County, Mississippi) due to the fact that the docket for said Chancery Court's District is crowded enough to warrant an appointment, and the Chief Justice having determined that the need does exist in said District, and having entered an Order of the Supreme Court of Mississippi, on the 22nd day of December, 2020, which was filed in the Rankin County Chancery Court on January 4, 2021, and is attached to this Order, authorizing the Senior Chancellor to appoint Hon. David L. Morrow, Jr., as Family Master in the Chancery Court for service in said capacity as set forth in the aforesaid statute, beginning January 1, 2021, and it appearing to the Court that said motion is well taken and should be granted.

IT IS, THEREFORE, ORDERED AND ADJUDGED that the undersigned, John C. McLaurin, Jr., Senior Chancellor of the Twentieth Chancery Court District of the State of Mississippi, does hereby appoint Hon. David L. Morrow, Jr., as Family Master in accordance with the provisions of § 9-5-255 of the Mississippi Code of 1972, as amended, beginning January 1, 2021.

The Family Master is hereby vested with the power to hear cases and recommend orders establishing, modifying, and enforcing orders for support in matters referred to him by the Chancellors of this District. Additionally, he shall have jurisdiction over paternity matters brought pursuant to the Mississippi Uniform Law on Paternity and referred to him by the Chancellors of Rankin County, Mississippi. "Order for Support" as used herein shall have

STATE OF MISSISSIPPI
RANKIN COUNTY
I, LARRY SWALES, Chancery Clerk of the above named County and State, do certify that the foregoing instrument is a true and correct copy of the original. Witness my signature and seal of court this the 4 day of January, 2021
LARRY SWALES, Chancery Clerk
DC

Attachment: Appointing Family Master, David L. Morrow, Jr. beginning January 1, 2021 to June 30, 2021 Chancery Court Order (15619 :

same meaning as such term is defined in § 93-11-101 of the Mississippi Code of 1972, as amended.

In all cases in which an Order for Support has been established and the person to whom the support obligation is owed is receiving services from the Department of Human Services, the Family Master in Chancery Court shall, upon proper pleading by the department and upon appropriate proceedings conducted thereon, order that the department may recover, and that the obligor shall be liable, for reasonable attorney's fees and court costs which the department incurs in enforcing and collecting amounts of support obligations which exceed administrative fees collected and current support owed by the obligor.

All cases establishing paternity and/or support, and enforcing support, commenced by the Department of Human Services, shall and the same hereby are referred to the Family Master without further order or notice of the Court. A stipulation signed by the parties agreeing to said referral of such cases shall not be required.

The Family Master shall have all powers set forth for a Family Master in Chancery under the laws of the State of Mississippi, including the power to administer oaths, to take the examination of witnesses in cases referred to him, to examine and report upon all matters referred to him, and he shall have all the powers in cases referred to him properly belonging to masters or commissioners in chancery according to the practice of equity courts as heretofore exercised; he shall have the power to issue subpoenas for witnesses to appear before him to testify in any matter referred to him in the cause, and the subpoenas shall be respected in like manner as subpoenas issued by the clerk of court. If any witness shall fail to appear, the Family Master shall proceed by process of attachment to compel the witness to attend and give evidence. He shall be authorized and empowered to conduct original hearings on matters in the Chancery Court of Rankin County, Mississippi, referred to him by any Chancellor in the District.

In all cases, heard by the Family Master pursuant to this Order, such Family Master shall make a written report to the Chancellor who refers the case to him, which recommendations shall be in judgment form, entitled appropriately. Such Chancellor or Judge may accept, reject, or modify, in whole or in part, the findings or recommendations made and reported by the Family Master, and may recommit the matter to the Family Master with instructions. In all cases referred to such Family Master, the signature or initialing approval by

Attachment: Appointing Family Master, David L. Morrow, Jr. beginning January 1, 2021 to June 30, 2021 Chancery Court Order (15619 :

the Family Master of a proposed decree shall be sufficient to constitute the Family Master's report.

An Order and Notice of reference to Family Master shall be entered in each case and mailed by the Clerk to the parties or their counsel of record, providing notice that if, at or before the hearing, the Family Master finds that he should hear matters raised by the pleadings in addition to any related paternity or support so as to avoid jeopardizing a child's welfare or causing prejudice, undue delay or expense, or injustice to a party, he may hear such matters unless a party filed an objection at or before the hearing.

While performing official duties, the Family Master is hereby granted the same judicial immunity from suit as is vested in a Chancellor. Rule 53 of the Mississippi Rules of Civil Procedure shall not apply to proceedings before the Family Master. Before proceeding with each hearing, the Family Master shall obtain a stipulation from the parties present stating which matter shall be heard in addition to paternity or child support matters and clearly waiving all provisions of Rule 53 of the Mississippi Rules of Civil Procedure.

The Board of Supervisors of Rankin County, Mississippi, shall compensate said Family Master for his services, a salary of $2,500.00, per month.

IT IS, FURTHER ORDERED AND ADJUDGED that the Clerk of the Chancery Court of Rankin County, Mississippi, shall be and hereby is ordered and directed to enroll this Administrative Order Appointing Family Master on the Minutes of the Chancery Court of Rankin County, Mississippi, and a certified copy thereof be delivered to the Board of Supervisors of Rankin County, Mississippi.

SO ORDERED AND ADJUDGED this the 4th day of January, 2021.

JOHN C. McLAURIN, JR.
SENIOR CHANCELLOR

Attachment: Appointing Family Master, David L. Morrow, Jr. beginning January 1, 2021 to June 30, 2021 Chancery Court Order (15619 :

#235137

2020-AD-00003-SCT

FILED
DEC 22 2020
OFFICE OF THE CLERK
SUPREME COURT
COURT OF APPEALS

IN THE SUPREME COURT OF MISSISSIPPI

DETERMINATION OF NEED AND AUTHORITY TO APPOINT A FAMILY MASTER

ORDER

The Senior Chancellor of the **20th** Chancery Court District, having made application to the undersigned Chief Justice of the Mississippi Supreme Court for authority to appoint family masters in chancery in each of the counties of said District; and

The undersigned being fully advised in the premises and having determined from the information provided by the Senior Chancellor that a need therefor exists;

IT IS THEREFORE ORDERED that the Senior Chancellor of the **20th** Chancery Court District be, and he is hereby authorized, all in accordance with and pursuant to the provisions of Section 9-5-255 of the Mississippi Code of 1972, as amended, to appoint **David L. Morrow, Jr.** as a family master in chancery for service beginning January 1, 2021, in the Chancery Court of **Rankin** County said family master to exercise such authority as is set forth in said statute through June 30, 2021, serving at the will and pleasure of the Chief Justice.

BE IT FURTHER ORDERED that no further authorizations or extensions, beyond June 2021, will be granted by the undersigned until such time as a determination has been made by the Court of the necessity for the authority to appoint masters, both family and others, and rule changes in accordance therewith, if needed, have been adopted.

ORDERED this 22 day of December, 2020.

MICHAEL K. RANDOLPH
CHIEF JUSTICE

ATTEST
A True Copy
this the 22nd day of
December 20 20
Office of the Clerk
Supreme Court and Court of Appeals
State of Mississippi
By

Attachment: Appointing Family Master, David L. Morrow, Jr. beginning January 1, 2021 to June 30, 2021 Chancery Court Order (15619 :