

**MINUTES OF THE SPECIAL CALLED MEETING  
OF THE MAYOR AND BOARD OF ALDERMEN  
OF THE CITY OF STARKVILLE, MISSISSIPPI  
JULY 18, 2019**

Be it remembered that the Mayor and Board of Alderman met in a Special Called Meeting on July 18, 2019 at 6:00 p.m. in the main upstairs courtroom of the Oktibbeha County Chancery Courthouse located at 101 East Main Street, Starkville, MS. Present were Mayor Lynn Spruill, Aldermen Sandra Sistrunk, Jason Walker and Hamp Beatty. Alderman David Little attended telephonically. Absent: Aldermen Carver, Perkins and Vaughn. Attending the Board were City Clerk / CFO Lesa Hardin and City Attorney Chris Latimer.

Mayor Lynn Spruill opened the meeting.

This meeting was properly noticed pursuant to Miss. Code Ann §§21-3-21 and 25-41-13. Copies of both notices are attached hereto.

IN ACCORDANCE WITH THE PROVISIONS OF SECTION 21-3-21 OF THE MISSISSIPPI CODE OF 1972, AS AMENDED,  
MAYOR D. LYNN SPRUILL DOES HEREBY GIVE NOTICE OF

**A SPECIAL CALLED MEETING OF  
THE MAYOR AND BOARD OF ALDERMEN  
OF THE CITY OF STARKVILLE, MISSISSIPPI  
TO BE HELD  
THURSDAY, JULY 18, 2019 AT 6:00 PM**

**IN THE MAIN UPSTAIRS COURTROOM OF  
THE OKTIBBEHA COUNTY CHANCERY COURTHOUSE  
LOCATED AT 101 EAST MAIN STREET**

**The specific subject of the meeting is as follows:**

**DISCUSSION OF ECONOMIC DEVELOPMENT OPPORTUNITIES AND  
STATUS REPORT WITH LINK STAFF**

**1. A MOTION TO ENTER INTO A CLOSED SESSION TO DETERMINE IF THERE IS PROPER CAUSE FOR EXECUTIVE SESSION.**

There came for consideration the matter of entering a closed session to determine if there is a proper cause for executive session. Upon the Motion of Alderman Sistrunk, seconded by Alderman Beatty, to enter into a Closed Session to determine if there is proper cause for Executive Session, the Board voted as follows:

Alderman Ben Carver	Voted: Absent
Alderman Sandra Sistrunk	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Hamp Beatty	Voted: Yea
Alderman Roy A. Perkins	Voted: Absent

Alderman Henry Vaughn, Sr. Voted: Absent

Having received a majority affirmative vote, the Mayor declared the motion passed.  
The Board entered closed session.

## **2. A MOTION TO ENTER EXECUTIVE SESSION.**

Alderman Walker offered a motion to enter Executive Session for the purpose of the transaction of business and discussion or negotiations regarding the location, relocation or expansion of a business or an industry.

Following a second by Alderman Beatty, the Board voted as follows to enter Executive Session:

Alderman Ben Carver	Voted: Absent
Alderman Sandra Sistrunk	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Hamp Beatty	Voted: Yea
Alderman Roy A'. Perkins	Voted: Absent
Alderman Henry Vaughn, Sr.	Voted: Absent

Having received a majority affirmative vote, the Mayor declared the motion passed.

The Mayor invited the public back in, and after allowing the public time to enter the room, made the announcement of the Board's decision to enter into Executive Session for the purpose of the transaction of business and discussion or negotiations regarding the location, relocation or expansion of a business or an industry.

At this time, the Board entered Executive Session.

## **3. MOTION TO APPROVE RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE (1) AUTHORIZING ACCEPTANCE AND RECORDING OF A REPLACEMENT DEED MEMORIALIZING THE 1963 CONVEYANCE TO THE CITY OF STARKVILLE, MISSISSIPPI, OF CERTAIN REAL PROPERTY LOCATED AT 601 HIGHWAY 12 EAST, STARKVILLE, MISSISSIPPI 39759, (2) APPROVING AND AUTHORIZING THE CONVEYANCE OF SUCH REAL PROPERTY TO GARAN MANUFACTURING CORP. OR ITS PERMITTED ASSIGNEE PURSUANT TO AN EXISTING LEASE AND PURCHASE OPTION; AND (3) APPROVING AND AUTHORIZING THE EXECUTION AND DELIVERY OF A REAL PROPERTY PURCHASE AND SALE AGREEMENT & MEMORANDUM OF UNDERSTANDING WITH GARAN MANUFACTURING CORP., OKTIBBEHA COUNTY, MISSISSIPPI, AND THE OKTIBBEHA COUNTY ECONOMIC DEVELOPMENT AUTHORITY.**

Alderman Walker offered a motion to approve the Resolution Of The Mayor And Board Of Aldermen Of The City Of Starkville (1) Authorizing Acceptance And Recording Of A Replacement Deed Memorializing The 1963 Conveyance To The City Of Starkville, Mississippi, Of Certain Real Property Located At 601 Highway 12 East, Starkville, Mississippi 39759, (2) Approving And Authorizing The Conveyance Of Such Real Property To Garan Manufacturing Corp. Or Its Permitted Assignee Pursuant To An Existing Lease And Purchase Option; And (3) Approving And Authorizing The Execution And Delivery Of A Real Property Purchase And Sale Agreement & Memorandum Of Understanding With Garan Manufacturing Corp., Oktibbeha County, Mississippi, And The Oktibbeha County Economic Development Authority.

Alderman Sistrunk seconded the motion and the Board voted as follows:

Alderman Ben Carver	Voted: Absent
Alderman Sandra Sistrunk	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Hamp Beatty	Voted: Yea
Alderman Roy A'. Perkins	Voted: Absent

Alderman Henry Vaughn, Sr. Voted: Absent

Having received a majority affirmative vote, the Mayor declared the motion passed.

Later during Executive Session the phone signal with Alderman David Little was lost. The meeting ended due to lack of a quorum. The Mayor invited the public back in and announced that the meeting had terminated due to lack of a quorum.

SIGNED AND SEALED THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 2019.

Attest:

\_\_\_\_\_  
D. LYNN SPRUILL, MAYOR

\_\_\_\_\_  
LESA HARDIN, CITY CLERK

(SEAL)

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE  
(1) AUTHORIZING ACCEPTANCE AND RECORDING OF A REPLACEMENT DEED MEMORIALIZING THE 1963 CONVEYANCE TO THE CITY OF STARKVILLE, MISSISSIPPI, OF CERTAIN REAL PROPERTY LOCATED AT 601 HIGHWAY 12 EAST, STARKVILLE, MISSISSIPPI 39759, (2) APPROVING AND AUTHORIZING THE CONVEYANCE OF SUCH REAL PROPERTY TO GARAN MANUFACTURING CORP. OR ITS PERMITTED ASSIGNEE PURSUANT TO AN EXISTING LEASE AND PURCHASE OPTION; AND (3) APPROVING AND AUTHORIZING THE EXECUTION AND DELIVERY OF A REAL PROPERTY PURCHASE AND SALE AGREEMENT & MEMORANDUM OF UNDERSTANDING WITH GARAN MANUFACTURING CORP., OKTIBBEHA COUNTY, MISSISSIPPI, AND THE OKTIBBEHA COUNTY ECONOMIC DEVELOPMENT AUTHORITY.

WHEREAS, the Mayor and Board of Aldermen (the "Board") of the City of Starkville, Mississippi (the "City"), acting for an on behalf of the City, hereby finds, adjudicates and determines as follows:

1. WHEREAS, in January, 1960, the real property described on **Exhibit "A"** attached hereto (the "HWY 12 Parcel") was conveyed to Oktibbeha County, Mississippi (the "County") as part of the conveyance thereto of larger tract of real property;

2. WHEREAS, the HWY 12 Parcel is depicted on the County tax map as Parcel No. 102F-00-053.00 and is situated at 601 Highway 12 East, Starkville, Mississippi 39759;

3. WHEREAS, on April 17, 1963, the City approved and entered into a Contract with Garan Incorporated, a Virginia corporation (the "1963 Contract"), pursuant to which the City agreed to acquire the 1963 Parcel from the County and erect thereon a new building and other improvement for such company using the proceeds of general obligation industrial revenue bonds in the principal of amount of \$400,000 (the "1963 Bonds") to be issued pursuant to then Sections 8936 through 8938-09 of the Mississippi Code of 1942, as then amended, and other then applicable State laws;

4. WHEREAS, pursuant to the 1963 Contract, the City further agreed to lease the 1963 Parcel to Garan Incorporated following the issuance thereby of the 1963 Bonds, the acquisition of the 1963 Parcel and the construction thereon of the new building and other improvements specified in the 1963 Contract (collectively, the "HWY 12 Building," and together with the HWY 12 Parcel, the "HWY 12 Property");

5. WHEREAS, on October 1, 1963, the City issued and sold the 1963 Bonds, the proceeds of which were, based upon all currently available evidence, used to acquire the HWY 12 Parcel and were further used to construct the HWY 12 Building for lease and use by Garan Incorporated;

6. WHEREAS, following the 1963 Bond issuance, the City commenced, and over the course of the succeeding twelve (12) months, completed the HWY 12 Building and Garan Incorporated took possession thereof and began conducting commercial operations on the HWY 12 Property under the lease provisions of the 1963 Contract, pursuant to which Garan Incorporated agreed to pay rent in annual amounts sufficient to pay all payments of principal and interest due on the 1963 Bonds;

7. WHEREAS, Garan Incorporated subsequently assigned the 1963 Contract to its affiliate, Starkville, Inc., a New York corporation, which subsequently changed its name to Garan Industries, Inc.;

8. WHEREAS, in 1990, Garan Industries, Inc. assigned the 1963 Contract to Garan Manufacturing Corp., a Delaware corporation (the "Company");

9. WHEREAS, although the 1963 Bonds matured and were paid in full several years ago, the Company continues to lease the HWY 12 Property from the City in accordance with the 1963 Contract, as the same has been amended from time (the "Lease");

10. WHEREAS, due to the age and other design elements of the HWY 12 Building, such facility is no longer suitable for use by the Company for all of the purposes intended thereby;

11. WHEREAS, pursuant to the terms of the Lease, and the Company having made all of the payments required by the Company to the City in accordance therewith, the Company has the contractual right, and has duly notified the City of its election to exercise such right, to purchase the HWY 12 Property from the City (the "Purchase Option");

12. WHEREAS, in reviewing the County land records in connection with the exercise by the Company of its Purchase Option, the original deed from the County conveying the HWY 12 Parcel to the City in late 1963 could not be found although such deed is believed to have been executed and delivered by the County, and submitted to the Office of the Chancery Clerk of the County, at such time; provided, however, in 1962, a fire in the County courthouse required substantial reconstruction thereof in 1963 and, as a result, deeds recorded in 1963 had to be filed at another location which may have contributed the loss or destruction of said deed conveying the HWY 12 Parcel from the County to the City (the "1963 Deed");

13. WHEREAS, in any event, the City could and would not have commenced and completed the construction of the HWY 12 Building in late 1963 through 1964 unless it first acquired the HWY 12 Parcel as contemplated in the 1963 Contract;

14. WHEREAS, the HWY 12 Parcel was further depicted on the "Michael Baker" 1973 official map of the City as being owned by the City, and the HWY 12 Parcel has been consistently shown on the County tax map for years as being owned by the City;

15. WHEREAS, notwithstanding the loss or destruction of the 1963 Deed, the County intended to convey, and appears to have conveyed, the HWY 12 Parcel to the City in late 1963, as contemplated by the 1963 Contract and based upon all other evidence now available to the City and the County, and a replacement deed should now be properly executed and delivered by the County to the City, and properly recorded in the County land records to memorialize the 1963 conveyance by the County to the City of the HWY 12 Parcel (a "Replacement Deed");

16. WHEREAS, the Board now finds and determines that it would be in the best interest of the City to approve and authorize the acceptance of a Replacement Deed from the County, and upon receipt thereof, to properly record said Replacement Deed in the County land records;

17. WHEREAS, the Company has now entered into a binding contract with Starkville 12, LLC, a Mississippi limited liability company (the "Commercial Developer") pursuant to which the Company has agreed to exercise its Purchase Option and either (i) acquire the HWY 12 Property pursuant to such Purchase Option and then sell the HWY 12 Property to the Commercial Developer, or (ii) assign to the Commercial Developer its rights to acquire the HWY 12 Property, and thereafter the Commercial Developer will acquire the same from the City pursuant to the Purchase Option;

18. WHEREAS, as a result of the acquisition of the HWY 12 Property by the Company or the Commercial Developer, such property shall become subject to full County, City and school-related ad valorem taxes following such conveyance, and if developed for retail purposes, the HWY 12 Property shall be further capable of generating new sales tax revenues for the City;

19. WHEREAS, the Board now finds and determines that it would be in the best interest of the City to, upon receipt and recording in the County land records of a Replacement Deed to memorialize the 1963 conveyance by the County to the City of the HWY 12 Parcel, (i) convey the HWY 12 Property to the Company by special warranty deed pursuant to such Purchase Option, or (ii) consent to the assignment by the Company to the Commercial Developer of the Company's rights to acquire the HWY 12 Property pursuant to such Purchase Option, and upon such assignment to convey to the Commercial Developer by special warranty deed the HWY 12 Property pursuant to such Purchase Option; provided, however, that such consent to assignment is limited to only an assignment by the Company to the Commercial Developer of the Company's rights to acquire the HWY 12 Property pursuant to such Purchase Option and shall not be deemed to constitute consent to an assignment of the Lease to the Commercial Developer;

20. WHEREAS, in connection with its planned purchase and sale to the Commercial Developer of the HWY 12 Property pursuant to the Purchase Option or, alternatively, its assignment to the Commercial Developer of its rights to acquire the HWY 12 Property, and thereafter the acquisition by the Commercial Developer of the same from the City pursuant to the Purchase Option, the Company has been seeking a desirable location within and outside of the State upon which to construct, develop and operate a new regional corporate headquarters and product design and testing facility (the "Project", which will replace its operations on the HWY 12 Property), which is expected to result in the continued, long-term maintenance of at least seventy-five (75) jobs and is expected to result in a Capital Investment (as defined below) made or caused to be made by the Company of at least Three Million Dollars (\$3,000,000);

21. WHEREAS, in coordination with the County and OCEDA, the City has funded, acquired and developed, and continues to fund and develop, the new NorthStar Industrial Park in the City, pursuant to the applicable laws of the State, including but not limited to Section 57-64-1 *et seq.* of the Mississippi Code of 1972, as amended (the "Code");

22. WHEREAS, the City recognizes that the Company could locate the Project in other cities or counties, or in other states, and desires to encourage the Company to locate the Project in the City and the County for the benefit of the citizens thereof, and has made specific proposals to the Company for the purpose of inducing the Company to locate the Project within the new NorthStar Industrial Park pursuant to the terms and conditions set forth in the Real Property Purchase and Sale Agreement & Memorandum of Understanding attached hereto as **Exhibit "B"** (the "MOU");

23. WHEREAS, the Company has indicated its desire to locate the Project within the new NorthStar Industrial Park pursuant to the terms and conditions set forth in the MOU; and

24. WHEREAS, the Board now finds and determines that it would be in the best interest of the City to approve and authorize the execution and delivery of the MOU and the performance by the City of its obligations set forth therein.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD, ACTING FOR AND ON BEHALF OF THE COUNTY, AS FOLLOWS:

SECTION 1. Acceptance of a Replacement Deed. The acceptance of a Replacement Deed to memorialize the 1963 conveyance by the County to the City of the HWY 12 Parcel is hereby approved, and upon receipt thereof, any of the Mayor, the Clerk of the Board or the attorneys and/or other agents or employees of the County are hereby authorized to record the Replacement Deed in the land records of the County maintained by the Office of the Chancery Clerk of the County;

SECTION 2. Authorization of the Conveyance of HWY 12 Property and Consent to Limited Assignment. Receipt of proper notice from the Company to the City of the Company's election to exercise its right to purchase the HWY 12 Property from the City pursuant to the Lease and the Purchase Option set forth therein is hereby acknowledged. Subject to the receipt and recording of a Replacement Deed as described in Section 1 above, the conveyance of the HWY 12 Property to the Company by special warranty deed pursuant to such Purchase Option is hereby approved,; provided, however, to the extent that the Company desires to assign to the Commercial Developer the Company's rights to acquire the HWY 12 Property pursuant to such Purchase Option, the Board hereby consents to such assignment for said limited purpose, and the conveyance to the Commercial Developer by special warranty deed the HWY 12 Property pursuant to such Purchase Option is hereby approved subject to the receipt by the City of written evidence of such assignment duly executed by the Company and the Commercial Developer; provided, further, that such consent to assignment to the Commercial Developer is limited to only an assignment by the Company to the Commercial Developer of the Company's rights to acquire the HWY 12 Property pursuant to such Purchase Option and shall not be deemed to constitute consent to an assignment of the Lease to the Commercial Developer.

SECTION 3. Authorization of the MOU. The MOU is hereby approved, and the Mayor and the Clerk of the Board are authorized to execute and deliver such instrument under the seal of the City, for and on behalf of the City, in substantially the form attached hereto as **Exhibit "B"**, with such completions, changes, insertions and modifications as shall be approved by the Mayor and the attorney for the Board, the execution thereof by the Mayor to be conclusive evidence of such approval; all provisions of such instrument, when executed as authorized herein, shall be deemed to be a part of this resolution as fully and to the extent as if separately set out verbatim herein; and in the event of any conflict between the provisions of this resolution and the provisions of the MOU, the provisions of the MOU shall govern.

SECTION 2. Authority of Agents. The Mayor, the Clerk of the Board and the attorneys and/or other agents or employees of the City are hereby authorized to do all things and to execute such instruments which are required of them or contemplated in the Lease and the Purchase Option set forth therein with respect to the conveyance of the HWY 12 Property to the Company or the Commercial Developer, as applicable, and required of them or contemplated in the MOU, or which the Mayor, with the advice of the attorney for the Board, deems necessary or desirable to effect the purposes thereof or to enable the City to perform its obligations hereunder or thereunder.

SECTION 3. Captions. The captions or headings of this resolution are for convenience only and in no way define, limit or describe the scope or intent of any provision of these resolutions.

After discussion, Board member Jason Walker moved and Board member Sandra Sistrunk seconded the motion to adopt the foregoing resolution and, the question being put to a roll call vote, the result was as follows:

Alderman Ben Carver	voted: absent
Alderwoman Sandra C. Sistrunk	voted: aye
Alderman David Little	voted: aye
Alderman Jason Walker	voted: aye
Alderman Hamp Beatty	voted: aye
Vice-Mayor and Alderman Roy A. Perkins	voted: absent
Alderman Henry N. Vaughn, Sr.	voted: absent

The motion having received the affirmative vote of a majority of the Board members present,, the motion was declared passed by the Mayor on this the 18<sup>th</sup> day of July, 2019.

---

Lynn Spruill,  
Mayor, City of Starkville

ATTEST:

---

Lesa Hardin,  
City Clerk, City of Starkville

(SEAL)





**Book:2019 Page:4763-4767**

**Deed**

**RCD: 07/19/2019 @01:12:47 PM**

**Oktibbeha County, MS**

**Sharon Livingston Chancery Clerk**

**Document Type: Replacement Quit Claim Deed**

**PREPARED BY:**

Ward Rogers & Faver, PLLC  
121 N. Jackson Street  
Starkville, MS 39759  
HRR: MSB#5641  
RPF: MSB#10452  
662-323-1912

**RECORD & RETURN TO:**

Ward Rogers & Faver, PLLC  
121 N. Jackson Street  
Starkville, MS 39759

**GRANTOR INFO**

Oktibbeha County, Mississippi  
108 W. Main Street  
Starkville, MS 39759  
662-323-1520

**GRANTEE INFO**

City of Starkville, Mississippi  
110 W. Main Street  
Starkville, MS 39759  
662-323-2525

L8861

**INDEX AS: 10.1+/- ac, being all of Lot 1 in Block 80 of the Michael Baker, Jr.  
Official Map of the City of Starkville, Mississippi, 1974 Edition  
Starkville, Oktibbeha County, Mississippi**

STATE OF MISSISSIPPI:  
COUNTY OF OKTIBBEHA:

**REPLACEMENT  
QUIT CLAIM DEED**

In consideration of Ten Dollars cash in hand paid and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **Oktibbeha County, Mississippi**; GRANTOR, does hereby convey and quit claim unto **City of Starkville, Mississippi**; GRANTEE, the following described tract or parcel of land situated in Oktibbeha County, Mississippi, to-wit:

10.4+/- ac located in Section 4, Township 18 North, Range 14 East, Oktibbeha County, Mississippi as set forth and described on Exhibit "A" attached hereto. Being that same property previously acquired by the City of Starkville, Mississippi from Oktibbeha County, Mississippi and leased to Garan, Incorporated pursuant to a contract dated April 22, 1963 as subsequently amended with a final lease assignment vesting the leasehold interest in Garan Manufacturing Corp. by instrument dated November 1, 1990, filed for record on August 5, 1991 and recorded in Deed Book 779 at pages 432-438 in the office of the Chancery Clerk of Oktibbeha County, Mississippi.


Less and except that portion of the leasehold property developed by the City of Starkville into Industrial Park Road leaving 10.1+/- under lease to Garan Manufacturing Corp..

This replacement quit claim deed has been generated for the purpose of recognizing the conveyance of the subject property to City of Starkville, Mississippi in or about 1963

with that deed apparently having been filed but not properly recorded or placed into an existing deed Book.

Executed this the 18<sup>th</sup> day of July, 2019.

**Oktibbeha County, Mississippi**

BY:   
**Orlando Trainer, President**

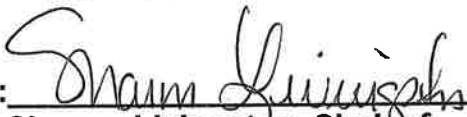
BY:   
**Sharon Livingston, Clerk of  
The Board of Supervisors**

EXHIBIT A

1. Legal Description of Land Conveyed Under 1963 Lease:

A tract of land more particularly described as follows:

Commence at a point where the East boundary of the West Half of the West Half of the Southeast Quarter of Section 4, Township 18 North, Range 14 East intersects the South boundary of the Right of Way of Highway 12 and run thence West along the South Right of Way of Highway 12 a distance of 730 feet to the Point of Beginning of the property herein described; thence run in a Westerly direction along the South boundary of Mississippi Highway #12 a distance of 950 feet, more or less, to the Northeast corner of the Mississippi National Guard Armory property; thence run in a Southerly direction along the East boundary of the Mississippi National Guard Armory property a distance of 500 feet, more or less, to the North boundary of the Illinois Central Railroad Right of Way; thence run in a Northeasterly direction along the North boundary of the Illinois Central Railroad Right of Way a distance of 1000 feet, more or less, to a point 50 feet West of the Southwest corner of the Herschede Hall Clock Company property; thence run Northerly parallel to the West boundary of the Herschede Hall Clock Company property a distance of 625 feet to the point of beginning. All lying and being situated in Section 4, Township 18 North, Range 14 East, Oktibbeha County, Mississippi, and containing 10.4 acres, more or less.

STATE OF MISSISSIPPI:  
COUNTY OF OKTIBBEHA:

Personally appeared before me, the undersigned authority in and for said county and state, on this 18th day of July, 2019 within my jurisdiction, the within named Orlando Trainer, who acknowledged that he is the President of the Board of Supervisors of Oktibbeha County, Mississippi, and that for and on behalf of the said corporation, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

Sharon Livingston  
NOTARY PUBLIC



My Commission Expires:

STATE OF MISSISSIPPI:  
COUNTY OF OKTIBBEHA:

Personally appeared before me, the undersigned authority in and for said county and state, on this 18th day of July, 2019 within my jurisdiction, the within named Sharon Livingston, who acknowledged that she is the of the clerk of the Board of Supervisors of Oktibbeha County, Mississippi, and that for and on behalf of the said corporation, and as its act and deed she executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

Terri McIlwain Clifford  
NOTARY PUBLIC



My Commission Expires:



## EXHIBIT "A"

### HWY 12 Parcel Description

That certain parcel of real property depicted on the County tax map as Parcel No. 102F-00-053.00 and situated at 601 Highway 12 East, Starkville, Mississippi 39759, being more particularly described as follows:

Commence at a point where the East boundary of the 'Nest Half of the West Half of the Southeast Quarter of Section 4, Township 18 North, Range 14 East intersects the South boundary of the Right of Way of Highway 12 and run thence West along the South Right of Way of Highway 12 a distance of 730 feet to the Point of Beginning of the property herein. described; thence run in a Westerly direction along the South boundary of Mississippi Highway 12 a distance of 950 feet, more or less, to the Northeast corner of the Mississippi National Guard Armory property; thence run in a Southerly direction along the East boundary of the Mississippi National Guard Armory property a distance of 500 feet, more or less, to the North boundary of the Illinois Central Railroad Right of Way; thence run in a Northeasterly direction along the North boundary of the Illinois Central Railroad Right of Way a distance of 1,000 feet, more or less, to a point 50 feet West of the Southwest corner of the Herschede Hall Clock Company property; thence run Northerly parallel to the West boundary of the Herschede Hall Clock Company property a distance of 625 feet to the point of beginning. All lying and being situated in Section 4, Township, 18 North, Range 14 East, Oktibbeha County, Mississippi, and containing 10.4 acres, more or less.

Less and except that portion of above described parcel developed by the City of Starkville into Industrial Park Road leaving 10.1 acres, more or less.

**EXHIBIT "B"**

**MOU**

*(see attached)*

**REAL PROPERTY PURCHASE & SALE AGREEMENT  
& MEMORANDUM OF UNDERSTANDING**

This Real Property Purchase and Sale Agreement & Memorandum of Understanding (this "Agreement") is made and entered into by and among the Oktibbeha County Economic Development Authority (the "OCEDA"), Oktibbeha County, Mississippi (the "County"), the City of Starkville, Mississippi (the "City," and together with the County, the "Inducers") and Garan Manufacturing Corp., a Delaware corporation formerly organized under Virginia law, together with its successors and assigns permitted under this Agreement (the "Company," and together with the Inducers, the "Parties," and each a "Party") effective as of the date upon which this Agreement has been signed by authorized representatives of the last of the Parties hereto (the "Effective Date").

**RECITALS**

WHEREAS, the Inducers funded, acquired and developed, and continue to fund and develop, the new NorthStar Industrial Park in the City, pursuant to the applicable laws of the State of Mississippi (the "State"), including but not limited to Section 57-64-1 *et seq.* of the Mississippi Code of 1972, as amended (the "Code");

WHEREAS, using the proceeds of general obligation bonds issued and sold by the City and the County in accordance with Code Section 57-64-1 *et seq.* and the other applicable public finance laws of the State (the "Bonds"), OCEDA acquired and is now the fee owner of the real property comprising the new NorthStar Industrial Park, which is situated beginning at the northwest corner of Highways 82 and 389 in the City;

WHEREAS, the Company, as tenant by assignment from Garan Industries, Inc., currently leases from the City the real property and building located thereon (the "Existing Building"), which is situated at 601 Highway 12 East, Starkville, Mississippi 39759 pursuant to a lease agreement, dated as of April 17, 1963, by and among the Company and the City, as such agreement has been amended from time to time (the "Lease");

WHEREAS, due to the age and other design elements of the Existing Building, such facility is not suitable for use by the Company for all of the purposes intended thereby;

WHEREAS, pursuant to the terms of the Lease, and the Company having made all of the payments required by the Company to the City in accordance therewith, the Company has the contractual right, and now desires, to purchase the Existing Building and the associated real property that it leases from the City (the "Purchase Option");

WHEREAS, the Company has entered into a binding contract with Starkville 12, LLC, a Mississippi limited liability company (the "Commercial Developer") pursuant to which the Company has agreed to exercise its Purchase Option and either (i) acquire the Existing Building and related real property pursuant to such Purchase Option and then sell the Existing Building and such associated real property to the Commercial Developer, or (ii) assign to the Commercial Developer its rights to acquire the Existing Building and related real property, and thereafter the Commercial Developer will acquire the same from the City pursuant to the Purchase Option;

WHEREAS, in connection with its planned purchase and sale to the Commercial Developer of the Existing Building pursuant to the Purchase Option or, alternatively, its assignment to the Commercial Developer of its rights to acquire the Existing Building and related real property, and thereafter the acquisition by the Commercial Developer of the same from the City pursuant to the Purchase Option, the Company has been seeking a desirable location within and outside of the State upon which to construct, develop and operate a new regional corporate headquarters and product design and testing facility (the "Project", which will replace the Existing Building), which is expected to result in the continued, long-term maintenance of at least seventy-five (75) jobs and is expected to require a Capital Investment (as defined below) be made or caused to be made by the Company of at least Three Million Dollars (\$3,000,000);



WHEREAS, the Inducers recognize that the Company could locate the Project (as defined below) in other cities, counties or in other states and want to encourage the Company to locate the Project in the City and the County for the benefit of the citizens thereof, and have made specific proposals to the Company for the purpose of inducing the Company to locate the Project at the Project Site (as defined herein); and

WHEREAS, the Company and the Inducers are desirous of having such proposals and inducements set forth in this valid, binding and enforceable agreement among them.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants, promises and agreements herein contained, and other good and valuable consideration, receipt of which is hereby acknowledged, the Parties agree as follows:

## ARTICLE I DEFINITIONS

**Section 1.01 Specific Defined Terms.** Except as otherwise defined herein, the following capitalized terms shall be defined as follows:

(a) “Affiliate” means any business entity that directly or indirectly, through one or more intermediaries, controls or is controlled by or is under common control with the Company; provided that for such purposes, the term “control” and its derivatives shall mean legal, beneficial or equitable ownership, directly or indirectly, of more than five percent (5%) of the outstanding voting capital stock (or other ownership interest, if not a corporation) of an entity, or actual managerial or operational control over such entity.

(b) “Agreement” shall have the meaning ascribed to such term in the Preamble hereof.

(c) “Applicable Accounting Rules” shall mean the accounting principles generally recognized as applicable to the Company and the Company’s businesses and pursuant to which the Company regularly prepares and maintains its financial and accounting books and records and which specifically incorporate Generally Accepted Accounting Principles or International Financial Reporting Standards, as appropriate.

(d) “Business Day” shall mean any day that is not a Saturday, a Sunday or a day on which banking institutions in the State are authorized or required by law to close.

(e) “Capital Investment” shall mean any expenditures of the Company or any other Person, including any Affiliate of the Company, for the Project which can be capitalized under Applicable Accounting Rules, whether or not the Company, or its Affiliates, if applicable, elects to capitalize the same, as reflected in the Company’s or such Affiliate’s financial statements, including, but not limited to, all costs associated with the acquisition, installation and/or construction of, or capital leasehold interest in, any buildings and other real property improvements, fixtures, equipment, machinery, landscaping, fire protection, depreciable fixed assets, engineering and design costs and any other capitalizable costs associated with the foregoing, including, but not limited to, any costs of replacements of, repair parts for or services to repair, any of the foregoing.

(f) “Cash Purchase Price” shall have the meaning ascribed to such term in Section 4.01(b).

(g) “Closing” shall have the meaning ascribed to such term in Section 5.09.

(h) “Commercial Developer” shall have the meaning ascribed to such term in the Recitals hereof.

(i) “Company” shall have the meaning ascribed to such term in the Preamble hereof.

(j) “County” shall have the meaning ascribed to such term in the Preamble hereof.

(k) “Existing Building” shall have the meaning ascribed to such term in the Recitals hereof.

(l) “Existing Building Transfer” shall have the date that the Company closes the sale of, and conveys, the Existing Building to the Commercial Developer, as described in the Recitals hereof, which date shall be on or before December 31, 2019.

(m) “Force Majeure” shall mean any of the following: (i) act of God (such as, but not limited to, fires, explosions, earthquakes, drought, tidal waves, floods, tornados and other such extreme weather events); (ii) war, hostilities (whether war be declared or not), invasion, act of foreign enemies, or embargo; (iii) rebellion, revolution, insurrection, or military or usurped power, or civil war; (iv) riots, commotion, or other disorder; (v) acts or threats of terrorism.

(n) “Inducers” shall have the meaning ascribed to such term in the Preamble hereof.

(o) “Investment Commitment” shall have the meaning ascribed to such term in Section 3.02(a).

(p) “Jobs Commitment” shall have the meaning ascribed to such term in Section 3.02(b).

(q) “Lease” shall have the meaning ascribed to such term in the Recitals hereof.

(r) “Parties” shall have the meaning ascribed to such term in the Preamble hereof.

(s) “Permitted Assignee” shall mean any Affiliate, any lender or mortgagee to the Company or any Affiliate that provides one or more loans to fund all or a portion of the Project, any other Person to whom all or substantially all of the assets comprising the Project (as existing at that time) are sold or transferred, or any Person (other than an individual) formed by the Company or any Affiliate thereof that will proceed with the development of the Project, regardless of the percentage ownership interest (if any at all) that the Company or any Affiliate thereof may have in such Person.

(t) “Person” shall mean any individual, sole proprietorship, partnership, joint venture, trust, unincorporated organization, association, corporation, limited liability company, institution, public benefit corporation, other entity or government (whether federal, state, county, city, municipal, local, foreign, or otherwise, including any instrumentality, division, agency, body or department thereof).

(u) “Project” shall mean a new regional corporate headquarters and product design and testing facility that will be comprised of an approximately 25,000 – 30,000 sq.ft. facility, and which is expected to result in (i) an aggregate Capital Investment in the City and the County by the Company or any other Person, including any Affiliate thereof, of not less than Three Million Dollars (\$3,000,000) from sources other than funds provided by any Inducer, (ii) the relocation to the Project Site from the Existing Building, and maintenance on the Project Site, of at least seventy-five (75) jobs with an average annual compensation (*i.e.*, salary/wages, overtime pay, payroll taxes, bonuses and all fringe benefits such as health insurance) per job equal to or greater than Sixty Thousand Dollars (\$60,000.00) (or an aggregate of Four Million Five Hundred Thousand Dollars (\$4,500,000.00) for 75 jobs); provided that, if the number of jobs maintained on the Project Site by the Company or any Affiliate thereof exceeds seventy-five (75), the Company shall have the right to designate which jobs shall be used in the average annual compensation calculation described herein.

(v) “Project Commencement Date” shall mean the date that OCEDA conveys the Project Site to the Company by Special Warranty Deed in accordance with this Agreement, which date the parties hereto intend to coincide with the Existing Building Transfer in accordance with Section 5.09, and which shall occur no later than December 31, 2019.

(w) “Project Commitments” means collectively the Jobs Commitment and the Investment Commitment.

(x) “Project Site” shall mean the parcel(s) of real property described on **Exhibit “A”** attached hereto and incorporated herein by reference.

(y) “Purchase Price” shall have the meaning ascribed to such term in Section 4.01(b).

(z) “Special Warranty Deed” shall have the meaning ascribed to such term in Section 4.01(a).

(aa) “State” shall have the meaning ascribed to such term in the Preamble hereof.

**Section 1.02 Terms Generally.** The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words “asset” and “property” shall be construed to have the same meaning and effect. The word “will” shall be construed to have the same meaning and effect as the word “shall.” Unless the context requires otherwise (a) any definition of or reference to any agreement, instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time may be amended, supplemented, restated, amended and restated or otherwise modified (subject to any restrictions on such amendments, supplements, restatements, amendments or restatements or other modifications set forth in any such document), (b) any reference herein to any person shall be construed to include such person’s permitted successors and assigns, (c) the words “herein,” “hereof” and “hereunder,” and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof, (d) all references herein to Articles, Sections, Exhibits, Schedules and Annexes shall be construed to refer to Articles and Sections of, and Exhibits, Schedules and Annexes to, this Agreement, unless otherwise indicated and (e) any reference to any law or regulation shall (i) include all statutory and regulatory provisions consolidating, amending, replacing, interpreting or supplementing such law or regulation, and (ii) unless otherwise specified, refer to such law or regulation as amended, modified or supplemented from time to time. All references to “days” shall be construed to mean calendar days unless otherwise specified.

## ARTICLE II GENERAL OBLIGATIONS OF THE PARTIES

**Section 2.01 Company’s Commitment.** For and in consideration of the commitments of each of the Inducers as expressed herein, the Company agrees to locate the Project on the Project Site, and to perform its other commitments stated herein.

**Section 2.02 Inducers’ Commitments.** For and in consideration of the commitments of the Company as expressed herein, the Inducers each agree to perform their respective commitments stated herein.

## ARTICLE III THE COMPANY’S COMMITMENTS

**Section 3.01 Location of Project.** The Company acknowledges and agrees that the Project will be located on the Project Site.

**Section 3.02 Project Commitments.** The Company hereby agrees, warrants and commits that the Project will result in the following:

(a) a Capital Investment in the Project on the Project Site by the Company and/or any other Person, including any Affiliate, from any source or combination of sources, excluding any funds contributed by the

Inducers, in accordance with this Agreement, of not less than Three Million Dollars (\$3,000,000) by no later than the second annual anniversary of the Project Commencement Date (the "Investment Commitment"); and

(b) the relocation from the Existing Building to the Project Site, and thereafter the maintenance on the Project Site by the Company for a period of five (5) consecutive years, of not less than seventy-five (75) jobs, for which the average annual compensation (*i.e.*, salary/wages, overtime pay, payroll taxes, bonuses and all fringe benefits such as health insurance) per job that is equal to or greater than Sixty Thousand Dollars (\$60,000.00) (or an aggregate of Four Million Five Hundred Thousand Dollars (\$4,500,000.00) for 75 jobs), with such maintenance period commencing no later than the second annual anniversary of the Project Commencement Date (the "Jobs Commitment"), provided that, if the number of jobs maintained on the Project Site exceeds seventy-five (75), the Company shall have the right to designate, which jobs shall be used in the average annual compensation calculation described herein. The Parties hereby agree that such jobs relocated and maintained in satisfaction of the Jobs Commitment may be direct employees of the Company and/or any Affiliate thereof provided that such jobs are located on the Project Site in connection with the Project.

**Section 3.03 Legal Compliance.** The Company agrees to comply in all material respects with all federal, State and local laws related to the Project.

#### ARTICLE IV THE INDUCER COMMITMENTS

##### **Section 4.01 The Project Site.**

(a) *Conveyance.* Subject to the terms and conditions of this Agreement, OCEDA hereby agrees to convey the Project Site to the Company by executing and delivering to the Company at the Closing (as defined herein) a recordable special warranty deed conveying good and marketable fee simple title to (i) the Project Site, and (ii) all easements and rights-of-way appurtenant to the Project Site, free of all liens, security interests, defects, leases, restrictions, assessments and encumbrances, except the following matters: (1) any lien for current ad valorem property taxes (if any), which shall be prorated pursuant to Section 5.06 hereof; (2) utility easements necessary to serve the Project Site; (3) any easements, rights-of-way, encroachment or other such encumbrances identified in the Survey of the Project Site performed in accordance with Section 5.10, and (4) any other exceptions approved by the Company in accordance herewith (the "Special Warranty Deed").

**Section 4.02 Assistance with Project Site Preparation.** Using the proceeds of the Bonds, (a) the City and the County will each provide to the Company, on a reimbursement basis, the sum of up to Two Hundred Thousand Dollars (\$200,000.00) (*i.e.*, an aggregate amount of \$400,000.00) or (b) the City and the County will each provide to OCEDA the sum of up to Two Hundred Thousand Dollars (\$200,000.00) (*i.e.*, an aggregate amount of \$400,000.00), and OCEDA will provide such funds to the Company, on a reimbursement basis, for the purpose of defraying those costs of the Project for which such Bond proceeds may be expended or reimbursed to the Company in accordance with Code Section 57-64-1 *et seq.* and which are more particularly itemized and described on **Exhibit "B"** attached hereto (the "Site Preparation Funds"). In order to receive such Site Preparation Funds, the Company shall perform or cause to be performed, and pay for, the work itemized and described on **Exhibit "B"** attached hereto. Following the completion of all such site preparation work described on **Exhibit "B"** and the payment for all such work by the Company, the Company shall submit one or more disbursement requests to OCEDA, as agent for the City and the County, for the lesser of \$400,000.00 or the costs of such work, in the aggregate; provided, however, that any such disbursement requests shall be accompanied by copies of the actual invoices for such work that were paid by the Company and certification by the Company that all such work has been completed and that the corresponding payments for such work, as evidenced by the invoices, were paid by the Company, as well as any other supporting documentation that may be reasonably requested by an Inducer. All reimbursement requests submitted by the Company to OCEDA pursuant to this Section 4.02 shall be submitted no later than one (1) year following the Project Commencement Date in order to qualify for reimbursement hereunder. Upon receipt by OCEDA of a reimbursement request submitted by the Company in accordance with this Section 4.02, OCEDA shall forward such reimbursement request to each of the City and the County. The City

and the County shall then each remit to OCEDA fifty percent (50%) of the amount requested by the Company in such disbursement request, and upon its receipt of such amounts from the City and the County, OCEDA shall remit to the Company the aggregate amount received from the City and the County (*i.e.*, 100% of the amount requested by the Company in such disbursement request). The Inducers shall process each reimbursement request submitted by the Company in accordance herewith such that the payment requested by the Company therein may be remitted by OCEDA to the Company within sixty (60) days following the date such request was received by OCEDA. Notwithstanding any other provision of this Agreement to the contrary, (a) the sole obligation of OCEDA with request to any such reimbursement requests submitted thereto by the Company in accordance with the Section 4.02 shall be to forward such requests to the City and the County, to receive the payments from the City and the County in accordance herewith and thereafter to remit such amounts received from the City and the County to the Company in accordance herewith; (b) the City's financial obligations set forth in this Section 4.02 are limited to the lesser of Two Hundred Thousand Dollars (\$200,000) or fifty percent (50%) of the cost of the work itemized and described on **Exhibit "B"** attached hereto; and (c) the County's financial obligations set forth in this Section 4.02 are limited to the lesser of Two Hundred Thousand Dollars (\$200,000) or fifty percent (50%) of the cost of the work itemized and described on **Exhibit "B"** attached hereto. Any and all such work performed or caused to be performed by the Company shall be done in accordance with all applicable laws, including any such laws which require that a permit be obtained for any such work or portions thereof prior to the commencement thereof. The City hereby represents and warrants to the Company that the City has, and will retain, a sufficient portion of the proceeds of the Bonds necessary to satisfy its monetary obligations to the Company set forth in this Section 4.02. Similarly, the County hereby represents and warrants to the Company that the County has, and will retain, a sufficient portion of the proceeds of the Bonds necessary to satisfy its monetary obligations to the Company set forth in this Section 4.02

**Section 4.03. Special Deed Conditions.** Notwithstanding any other provision of this Agreement to the contrary, each of the Parties hereto acknowledges and agrees that part of the consideration from the Company to OCEDA for this Agreement (*i.e.*, in addition to the Cash Purchase Price) is satisfaction by the Company of its Project Commitments. As a result, such Parties hereby agree that the Special Warranty Deed to be executed and delivered by OCEDA to the Company in accordance with this Section 4.01 shall contain a "conditional right-of-reentry" provision in favor of OCEDA in a form substantially similar to the following:

The Company is a party to that certain binding Real Property Purchase and Sale Agreement & Memorandum of Understanding, dated effective as of \_\_\_\_\_, 2019 (the "**MOU**"), by and among the Company, the Oktibbeha County Economic Development Authority (the "**OCEDA**"), Oktibbeha County, Mississippi (the "**County**") and the City of Starkville, Mississippi (the "**City**," and together with the County, the "**Inducers**"), a copy of which is attached hereto as **Exhibit "B"**. As a material part of the consideration payable to OCEDA for the Project Site, the Company agreed in the MOU to satisfy its Project Commitments (as such term is defined therein) and other obligations under the MOU. As a result, if the Company (a) fails to substantially complete the Project within two (2) years following the effective date of this deed (as evidenced by the issuance of a temporary certificate of occupancy for the Project), (b) ceases to operate the Project for commercial purposes for six (6) or more consecutive months within the five (5) year period following the effective date of this deed, (c) defaults on its Investment Commitment (as defined in the MOU) and/or (d) defaults on its Jobs Commitment, OCEDA shall provide written notice to the Company of such occurrence(s) and the Company shall have ninety (90) days to (1) substantially complete the Project, as evidenced by the issuance of a temporary certificate of occupancy for the Project; (2) recommence operation of the Project for commercial purposes; (3) satisfy its Investment Commitment; and/or (4) satisfy its Jobs Commitment, as applicable. In such event, the Company, any mortgagee of the Company or any other Person for and on behalf of the Company or any such mortgagee, may either (i) cure such unsatisfied condition specified in said notice from OCEDA within the prescribed ninety (90) day cure period, or (ii) pay to OCEDA, the City and the County, as additional consideration for the Project Site, those amounts due and payable each thereto calculated as follows (the "**Conditional Purchase Price**"):

- I. In the event that the Company fails to substantially complete the Project within two (2) years following the effective date of this deed (as evidenced by the issuance of a certificate of occupancy for the Project), or within any applicable cure period permitted hereby, the Company shall (A) pay to OCEDA the sum of Two Hundred Forty-Nine Thousand Dollars (\$249,000) (*i.e.*, \$30,000 per acre comprising the Project Site), (B) pay to the City the aggregate amount of Site Preparation Funds disbursed to OCEDA by the City, which amount(s) was then disbursed by OCEDA to the Company, in accordance with Section 4.02 hereof, and (C) pay to the County the aggregate amount of Site Preparation Funds disbursed to OCEDA by the County, which amount(s) was then disbursed by OCEDA to the Company, in accordance with Section 4.02 hereof.
- II. In the event that the Company ceases to operate the Project for commercial purposes for six (6) or more consecutive months within the five (5) year period following the effective date of this deed, or within any applicable cure period permitted hereby, the Company shall (A) pay to OCEDA the sum of Two Hundred Forty-Nine Thousand Dollars (\$249,000) (*i.e.*, \$30,000 per acre comprising the Project Site), (B) pay to the City the aggregate amount of Site Preparation Funds disbursed to OCEDA by the City, which amount(s) was then disbursed by OCEDA to the Company, in accordance with Section 4.02 hereof, and (C) pay to the County the aggregate amount of Site Preparation Funds disbursed to OCEDA by the County, which amount(s) was then disbursed by OCEDA to the Company, in accordance with Section 4.02 hereof.
- III. In the event that the Company defaults on its Investment Commitment and fails to cure such default with any applicable cure period permitted hereby, the Company shall (A) pay to OCEDA the sum of Two Hundred Forty-Nine Thousand Dollars (\$249,000) (*i.e.*, \$30,000 per acre comprising the Project Site), (B) pay to the City the aggregate amount of Site Preparation Funds disbursed to OCEDA by the City, which amount(s) was then disbursed by OCEDA to the Company, in accordance with Section 4.02 hereof, and (C) pay to the County the aggregate amount of Site Preparation Funds disbursed to OCEDA by the County, which amount(s) was then disbursed by OCEDA to the Company, in accordance with Section 4.02 hereof; and/or
- IV. In the event that the Company defaults on its Jobs Commitment during any year of the five (5) jobs maintenance period prescribed by Section 3.02(b) hereof, and fails to cure such default with any applicable cure period permitted hereby, the Company shall:
  - (A) pay to OCEDA an amount calculated in accordance with the following formula:  $(a) * (1 - b / 75) * (0.20)$ ; in which (1) "a" equals Two Hundred Forty-Nine Thousand Dollars (\$249,000) (*i.e.*, \$30,000 per acre comprising the Project Site), and (2) "b" equals the number of jobs created and/or maintained by the Company for the year during which such default occurred; plus
  - (B) pay to the City an amount calculated in accordance with the following formula:  $(a) * (1 - b / 75) * (0.20)$ ; in which (1) "a" equals the amount of Site Preparation Funds disbursed to the Company by the City in accordance with Section 4.02 hereof, and (2) "b" equals the number of jobs created and/or maintained by the Company for the year during which such default occurred; plus
  - (C) pay to the County an amount calculated in accordance with the following formula:  $(a) * (1 - b / 75) * (0.20)$ ; in which (1) "a" equals the amount of Site Preparation Funds disbursed to the Company by the County in accordance with Section 4.02 hereof, and (2) "b" equals the number of jobs created and/or

maintained by the Company for the year during which such default occurred;  
provided, however,

in the event that one (1) or more of the events described in the immediately preceding list of items I. through IV occurs and the Company must pay a Conditional Purchase Price in accordance herewith, (x) the total amount due from the Company to OCEDA as the Conditional Purchase Price shall not exceed Two Hundred Forty-Nine Thousand Dollars (\$249,000) (*i.e.*, \$30,000 per acre comprising the Project Site) (*i.e.*, \$30,000 per acre comprising the Project Site), (y) the total amount due from the Company to the City as the Conditional Purchase Price shall not exceed the amount of Site Preparation Funds disbursed to OCEDA by the City, which amount(s) was then disbursed by OCEDA to the Company, in accordance with Section 4.02 hereof, and (z) the total amount due from the Company to the County as the Conditional Purchase Price shall not exceed the amount of Site Preparation Funds disbursed to OCEDA by the County, which amount(s) was then disbursed by OCEDA to the Company, in accordance with Section 4.02 hereof. If the Company, any mortgagee of the Company, or any other Person for and on behalf of the Company fails to either (i) cure such unsatisfied condition specified in said notice from OCEDA within the prescribed ninety (90) day cure period, or (ii) pay to OCEDA, the City and the County, as applicable, as additional consideration for the Project Site, those portions of the Conditional Purchase Price due and payable to OCEDA, the City and the County, respectively, within such ninety (90) day cure period, OCEDA shall have the right to re-enter and retake the Project Site and all improvements located thereon. Further, in the event that the Company fails to pay, as and when due, any portion of the Conditional Purchase Price due to the City and the County, respectively, the City and the County shall each have the right to pursue any all and all legal remedies against the Company to recover from the Company the portion of the Conditional Purchase Price due to the City and the County, respectively.

The periods of time referred to in subsections I, II, III, and (IV) during which the Company agrees to satisfy its respective obligations set forth in this Section 4.03 (*e.g.*, to complete the Project, remain in operation, and satisfy its Investment Commitment and Jobs Commitment), shall be extended on a day for day basis for the duration of any event of Force Majeure.

Solely for purposes of clearly communicating how the formula set forth in item IV to be included in the Special Warranty Deed will operate, the following examples and calculations are provided. Assume that the entire \$400,000 is disbursed to fund Site Preparation Costs as contemplated herein, and further assume that the Company fails to satisfy its Jobs Commitment in the initial year of the five (5) year maintenance period by maintaining only sixty (60) jobs at the Project Site during such initial year (a twenty percent (20%) shortfall), as opposed to the required seventy-five (75) jobs. In such event, the Company would be obligated to pay a Conditional Purchase Price amount totaling \$25,960, allocable as follows: (i) to OCEDA, \$9,960 (or  $\$249,000 \times (1 - (60/75) \times 0.20)$ ); (ii) to the County, \$8,000 (or  $\$200,000 \times (1 - (60/75) \times 0.20)$ ); and (iii) to the City, \$8,000 (or  $\$200,000 \times (1 - (60/75) \times 0.20)$ ). If the Company maintains only sixty (60) jobs at the Project Site for the remaining four (4) years of the five (5) year maintenance, the Company will be obligated each year to pay an additional Conditional Purchase Price amount totaling \$25,960, allocable as described above. As a result, the aggregate of such Conditional Purchase Price of the five (5) year period would total \$129,800, which amount is equal to twenty percent (20%) of the sum of \$249,000 (*i.e.*, \$30,000 per acre comprising the Project Site), plus the assumed \$400,000 disbursed to fund Site Preparation Costs. Therefore, if the Company consistently achieves only eighty percent (80%) of its Jobs Commitment obligation each year during the required five (5) year maintenance period (*i.e.*, a twenty percent (20%) shortfall in total), the Company would be obligated to repay twenty percent (20%) of the total \$649,000 amount prescribed in item IV to be included in the Special Warranty Deed. Any failure by the Company to timely pay any Conditional Purchase Price permits

OCEDA to exercise its rights under the terms of the Special Warranty Deed and retake title to the Project Site.

**Section 4.04. Agreements to Grant Exemptions from Certain Ad Valorem Taxes**

(a) The City shall, upon the Company's submission of a proper application to the City therefor, grant to the Company for a period of ten (10) years the ad valorem tax exemptions authorized by Code Section 27-31-101 exempting (i) the Project Site and all real property improvements constructed or installed, or caused to be constructed or installed, by the Company thereon, and (ii) any personal property located on the Project Site to the extent such personal property is owned or leased by the Company in connection with the Project, from all City ad valorem taxes, except school-related taxes;

(b) The County shall, upon the Company's submission of a proper application to the County therefor, grant to the Company for a period of ten (10) years the ad valorem tax exemptions authorized by Code Section 27-31-101 exempting (i) the Project Site and all real property improvements constructed or installed, or caused to be constructed or installed, by the Company thereon, and (ii) any personal property located on the Project Site to the extent such personal property is owned or leased by the Company in connection with the Project, from all County ad valorem taxes, except school-related taxes;

(c) The City shall, upon the Company's submission of a proper application to the City therefor, issue to the Company a free port warehouse license pursuant to Code Section 27-31-51 *et seq.* and approve a free port warehouse ad valorem tax exemption pursuant to Code Section 27-31-53 for the maximum duration permitted thereby exempting from all ad valorem taxes (other than those otherwise exempted pursuant to subsection (d) immediately below) all of the Project's inventory designated to be shipped outside the State.

(d) The County shall, upon the Company's submission of a proper application to the County therefor, issue to the Company a free port warehouse license pursuant to Code Section 27-31-51 *et seq.* and approve a free port warehouse ad valorem tax exemption pursuant to Code Section 27-31-53 for the maximum duration permitted thereby exempting from all ad valorem taxes (other than those otherwise exempted pursuant to subsection (c) immediately above) all of the Project's inventory designated to be shipped outside the State.

**ARTICLE V**

**REAL PROPERTY CONVEYANCE PROVISIONS**

**Section 5.01 Purchase Price.** Subject to Section 4.03, the purchase price for the Project Site shall be ONE HUNDRED DOLLARS (\$100.00) (the "Cash Purchase Price"), together with the consideration comprised of satisfaction by the Company of its Project Commitments in accordance herewith (the "Cash Purchase Price" and collectively with the Cash Purchase Price, the "Purchase Price"). Upon the closing of the real property sale transaction contemplated herein (the "Closing"), the Cash Purchase Price shall be paid to OCEDA in cash at the Closing, subject to appropriate prorations and adjustments in accordance herewith.

**Section 5.02 Conveyance of the Project Site.** The conveyance of the Project Site shall be made by OCEDA at the Closing by a recordable Special Warranty Deed conveying good and marketable fee simple title to (i) the Project Site, and (ii) all easements and rights-of-way appurtenant to the Project Site, free of all liens, security interests, defects, leases, restrictions, assessments and encumbrances, except the following matters: (1) any lien for current ad valorem property taxes (if any), which shall be prorated pursuant to Section 5.06 hereof; (2) utility easements necessary to serve the Project Site; (3) any easements, rights-of-way, encroachment or other such encumbrances identified in the Survey of the Project Site performed in accordance with Section 5.10, and (4) any other exceptions approved by the Company in accordance herewith. At the Closing, OCEDA will execute and deliver an affidavit agreement in favor of the Company stating that OCEDA is not a foreign person as defined in the Foreign Investment in Real Property Tax Act of 1980, as amended; provided, however, that as a public body, OCEDA is not permitted under Mississippi law to indemnify another party for any matters.



**Section 5.03 Title to the Project Site.** OCEDA hereby represents and warrants to the Company that it is the sole, fee simple owner of the Project Site. The Company may, prior to the Closing, obtain a Commitment for Title Insurance for the Project Site (the "Commitment"), at the Company's expenses, which Commitment shall be issued by a title insurance company satisfactory to the Company (the "Title Insurance Company") in an amount acceptable to the Company. In such event, the Commitment may commit (i) to insure title to the Project Site, (ii) to insure title to all easements and rights-of-way adjacent or appurtenant to the Project Site, and (iii) to provide any special coverages and/or endorsements reasonably requested by the Project Site. The Company may also obtain, prior to the Closing, copies of all instruments shown as exceptions to title on the Commitment and evidence satisfactory to the Company that there are no UCC financing statements affecting the Project Site or any appurtenant easements or rights-of-way. If the Commitment or the examination of UCC financing statements reveals defects, liens or encumbrances, then OCEDA obligates itself to remove the same as expeditiously as possible. If said defects, liens or encumbrances cannot be cured within thirty (30) days after notice of such defect, lien or encumbrance is delivered to OCEDA, then the Company may take any one or more of the following actions, in its sole discretion: (1) By written notice to OCEDA, give OCEDA additional time to remove such defects, liens or encumbrances without prejudice to the Company's right to take any of the following actions in the event OCEDA does not remove such defect, lien or encumbrance within such additional time; (2) by written notice to OCEDA, waive any such defect, lien or encumbrance and proceed with the transaction; (3) by written notice to OCEDA, attempt to reach a mutually agreeable reduction in purchase price and, if the parties agree to such price reduction, proceed with the transaction, and/or (4) by written notice to OCEDA, terminate this Agreement; provided, that, OCEDA shall have no obligation to cure any defect, lien or encumbrance upon the Project Site. Additionally, the Company reserves the right to review all title exceptions shown on the Commitment to insure that none of them will interfere with, or affect in any manner, the use or development of the Project Site or any appurtenant easements or rights-of-way by the Company. At the Closing, the Company may cause the status of the title to the Project Site to be updated to the actual time of the Closing and may obtain assurance that is satisfactory to the Company in its sole discretion from the Title Insurance Company that the title insurance policy to be issued pursuant to the Commitment will be issued to the Company simultaneously with the Closing in accordance with the Commitment, subject to any objections made by the Company. At the Closing, OCEDA shall provide the Company and the Title Insurance Company with such affidavits or other evidence as may be reasonably required so as to enable the Company to obtain a title insurance policy without exception for mechanic's and materialmen's liens; provided, however, that as a public body, OCEDA is not permitted under Mississippi law to indemnify another party for any matters.

**Section 5.04 Inspection of the Project Site.** OCEDA hereby grants to the Company and its agents the right and privilege prior to the Closing to enter upon the Project Site and to make engineering studies, structural analyses, surveys, appraisals, investigations and other analysis thereof, including, but not limited to environmental tests or other analyses (e.g., a Phase I environmental study) (collectively, the "Inspections"). Before the Company enters the Project Site to perform any Inspections, the Company shall give OCEDA reasonable advance notice and, at OCEDA's option, a representative of OCEDA may accompany the Company or the Company's representative. OCEDA shall not be required to conduct any investigation or provide any information related to the above specified contingencies; rather the Company shall conduct its own investigations, as it deems necessary and desirable, to determine its satisfaction with all of the above specified contingencies. At all times during the presence of the Company or the Company's representatives on the Project Site, the Company agrees that the Company will not allow, and the Company's representatives will not conduct, any physically invasive testing of, in, on, or under the Project Site without first obtaining OCEDA's written consent, which consent shall not be unreasonably withheld or delayed. The Company agrees to return the Project Site to the same condition and cleanliness existing before entry or occupation by the Company's representatives, including, but not limited to, sealing wells or other similar subsurface investigations. The Company and, if Closing occurs, OCEDA, shall keep confidential all information resulting from the Inspections. The Company may disclose confidential information to the Company's representatives to the extent each needs to know confidential information for the sole purpose of evaluating the Project Site, provided the Company takes all reasonable measures to assure that the Company's representatives keep such information confidential. The Company shall indemnify and hold OCEDA harmless from any loss, injury, liability, damage or expense, including reasonable attorneys' fees and costs, directly caused by the Company, which OCEDA may incur as a result of (a) any act or omission of the Company or its agents or

representatives arising in connection with any tests or inspections conducted by the Company or its agents or representatives, or (b) the failure of the Company to restore the Project Site in accordance with this Section; provided, however, that the Company shall not be required to indemnify OCEDA if and to the extent that any such loss, injury, liability, damage or expense was caused by the gross negligence or willful misconduct of OCEDA or its agents. Upon completion of the Inspections, the Company may, by written notice, advise OCEDA of any defects in or concerns with the environmental condition of the Project Site, the condition of any buildings on the Project Site, or any other matters related to the Project Site ("Defects"). Upon receipt by OCEDA of such written request from the Company, OCEDA may, in its sole discretion, either cure the Defects or terminate this Agreement.

**Section 5.05 Possession of Project Site.** Possession of the Project Site shall be delivered to the Company upon the date of the Closing and immediately after delivery of the Special Warranty Deed.

**Section 5.06 Taxes and Assessments.** To the extent that any ad valorem taxes on all or any portion of the Project Site were or are assessed in 2019 and due on or before February 1, 2020, such ad valorem taxes shall be prorated as of the date of the Closing, based on a three hundred sixty-five (365) day year and on the most recently available tax rate and valuation. It is understood and agreed that the ad valorem taxes (if any) will be prorated as of the date of the Closing on an estimated basis. When the ad valorem taxes are actually determined (if any), if the proration as of that date is incorrect, then OCEDA agrees to pay on demand to the Company, or its assigns, any deficiency on an actual proration, and likewise, the Company agrees to pay on demand to OCEDA, or its assigns, any amount overpaid by OCEDA.

**Section 5.07 Representations and Warranties of OCEDA.**

(a) OCEDA is public body politic formed by the County pursuant to local and private laws of the State of Mississippi, and is duly qualified to carry on its business in the State of Mississippi in accordance with such local and private laws and other applicable laws.

(b) OCEDA has the requisite power and authority to enter into and perform this Agreement according to its terms and to carry out the transactions contemplated herein.

(c) This Agreement and all other agreements and instruments executed in accordance herewith (a) have been or will be duly executed and delivered by OCEDA and constitute the valid and binding obligation of OCEDA, enforceable in accordance with their respective terms, (b) have been duly authorized by all necessary organizational actions and will not, in execution or performance, conflict with any agreement, law, rule, regulation, charter, or other instrument governing either its organization, management, or business affairs to which it is a party or by which it is bound, and (c) to the knowledge of OCEDA, do not violate or conflict with any applicable judgment, decree, order, permit, law, rule, or regulation.

(d) To the best of OCEDA's knowledge, no portion of the Project Site is subject to claims or potential claims under federal, state or local laws or regulations protecting the environment (collectively, "Environmental Laws"), including without limitation the Toxic Substances Control Act, as amended, the Comprehensive Environmental Response, Compensation and Liability Act, as amended, and the Resource Conservation and Regulatory Act of 1976, as amended, or contains any matter or substance which has or may cause or may result in any violation of Environmental Laws or which may result in any liability or obligation being imposed on the Company or the Project Site, including any lien or charge against the Project Site under or pursuant to Environmental Laws. Within the meaning of any federal, state or local law or regulation, including, but not limited to, Environmental Laws, no petroleum products or toxic or hazardous substances, to the best of OCEDA's knowledge, are or have been stored or exist in, on or under any portion of the Project Site, and, to the best of OCEDA's knowledge, there has not been any spill, leak, deposit, discharge or other environmental contamination of or from any process water discharged from operations on the Project Site or any petroleum products or toxic or hazardous substances, in, on or under any portion of the Project Site. To the best of OCEDA's knowledge, there are no underground storage tanks located on any portion of the Project Site.

(e) OCEDA has not received any notices or orders from any governmental authority with respect to the use, condition or repair of, or access to, the Project Site, and there are no actions, suits, proceedings, investigations or audits pending or threatened against OCEDA or the Project Site at law or in equity or before any federal, state, county, municipal, or other court, department or agency, except as disclosed in in subsection (f) below.

(f) To the best of OCEDA's knowledge, the Project Site complies with all laws, ordinances, sign ordinances, zoning laws, parking regulations, urban renewal plans, environmental laws and regulations, health laws and regulations, under all governmental authorities, and all orders applicable thereto.

(g) The Project Site is currently zoned by the City as a (M) Manufacturing District and there is no litigation, no zoning violations and no other proceeding pending or threatened with respect to the Project Site, except for Mississippi Appellate Court Docket No. 2017-CA-00760-COA, styled as *Laura B. White v. City of Starkville, Mississippi*. Should the City's current zoning designation of the Project Site (*i.e.*, M-1 Manufacturing District) be overturned or reversed by any court of competent jurisdiction as a result of such zoning-related legal action, the Project Site would revert to its prior zoning classification, which was a C-2 General Business District.

(h) The Project Site is not located within a flood zone.

(i) It shall be a condition precedent to the Company's obligation to purchase the Project Site in accordance with this Agreement and perform its other obligations set forth herein that all of OCEDA's representations and warranties contained in or made pursuant to this Agreement shall have been true and correct when made as of the Effective Date and shall be true and correct as of the Closing Date. On the Closing Date, OCEDA shall deliver to the Company a certificate certifying that each of OCEDA's representations and warranties contained in Section 5.07 are true and correct as of the Closing Date.

#### **Section 5.08 Representations and Warranties of the Company.**

(a) The Company is a Delaware corporation, is duly organized, validly existing and in good standing under the laws of the State of Delaware, and is duly qualified to carry on its business in the State of Mississippi.

(b) The Company has the requisite corporate power and authority to enter into and perform this Agreement according to its terms and to carry out the transactions contemplated herein.

(c) This Agreement and all other agreements and instruments executed in accordance herewith (a) have been or will be duly executed and delivered by the Company and constitute the valid and binding obligation of the Company, enforceable in accordance with their respective terms subject to applicable bankruptcy, insolvency, or similar laws, (b) have been duly authorized by all necessary corporate actions and will not, in execution or performance, conflict with any agreement, law, rule, regulation, charter, or other instrument governing either its organization, management, or business affairs to which it is a party or by which it is bound, and (c) to the knowledge of the Company, do not violate or conflict with any applicable judgment, decree, order, permit, law, rule, or regulation.

**Section 5.09 Closing and Default.** Unless OCEDA and the Company shall otherwise agree, the Closing shall be held at the same location, on the same date and at the same time as the Existing Building Transfer such that the Closing and the Existing Building Transfer occur simultaneously, it being agreed that that closing of the Existing Building Transfer is a condition to the Company's obligations hereunder. If the Company fails or is unable to close the transaction for any cause other than the act or omission of OCEDA, then OCEDA shall have the option, as its sole and complete remedy, to terminate this Agreement by giving notice thereof to the Company. Further, in the event that this transaction fails to close solely due to a refusal or default on the part of OCEDA, then and in such event, the Company may terminate this Agreement by giving notice to OCEDA or the Company may otherwise

proceed against OCEDA in such manner as it determines advisable, either in law or in equity, including, but not limited to a suit for specific performance.

**Section 5.10 Survey.** Prior to the Effective Date, OCEDA obtained or caused to be obtained a complete, current Class B survey of the Project Site and all easements and rights-of-way appurtenant to the Project Site made by a reputable and competent licensed professional surveyor and prepared in accordance with the requirements of the Company and the Title Insurance Company (the "Survey"). The Survey has been certified in favor of, and a copy thereof provided to, the Company and the Title Insurance Company and it shows the number of square feet of area included in the Project Site, any improvements on the Project Site, rights-of-way, easements or encroachments on the Project Site, access from the Project Site to a dedicated public road and flood hazard data concerning the Project Site. Such surveyor also prepared the legal description of the Project Site depicted on **Exhibit "A"** attached hereto and said surveyor shall deliver prior to the Closing such reports or certificates of the surveyor with respect to the Survey as are customary and reasonably required by the Title Insurance Company to issue the title insurance policy commitment and/or the associated title insurance policy pursuant to Section 5.03. If the Company determines, in its discretion, that the Survey discloses any matters that would materially and adversely impact the Company's intended use of the Project Site, then the Company shall have the right, at its sole option, to terminate this Agreement by giving notice thereof to OCEDA prior to the Closing.

**Section 5.11 Closing Costs.** All expenses incurred by OCEDA and the Company with respect to the Closing, including, but not limited to, the attorneys' fees incurred by each respective party, shall be borne and paid exclusively by the party incurring such expenses, except to the extent otherwise specifically provided in this Agreement.

**Section 5.12 Water and Sewer Utilities.** The City hereby represents and warrants to the Company that water and sewer utilities and the location of one or more tap points for such water utilities and one or more tap points for such sewer utilities are located on or immediately adjacent to the Project Site such that said tap points are located on the same side of the roadway as the Project Site and can be accessed on or from the Project Site without having to cross under any roadway.

## ARTICLE VI MISCELLANEOUS

**Section 6.01 Term and Survivability.** This Agreement shall continue in force and effect until the Closing, as described herein; provided, however, that in the event the Closing has not occurred on or before December 31, 2019, any Party hereto shall the right to terminate this Agreement on behalf of all Parties hereto by providing written notice to all of the other Parties of such election to terminate. Notwithstanding any other provision of this Agreement to the contrary, the terms and conditions of Article III, and Sections 4.02, 4.03, 5.06, 6.07, 6.08, 6.09 and 6.10, shall survive Closing or otherwise the termination of this Agreement.

**Section 6.02 Entire Agreement.** This Agreement constitutes the essential agreement between the Company and the Inducers for the purposes stated herein, and no other offers, agreements, understandings, warranties, or representations exist between the Company and the Inducers.

**Section 6.04 Severability.** If any clause, provision or paragraph of this Agreement is held to be illegal or invalid by any court, or improper, or untenable, the illegality or invalidity of such clause, provision or paragraph shall not affect any remaining clauses, provisions or paragraphs hereof, and this Agreement shall be construed and enforced as if such illegal or invalid clause, provision or paragraph had not been contained herein.

**Section 6.05 Amendments.** Any amendments, revisions or other modifications to this Agreement shall be in writing and signed by all of the Parties hereto.

**Section 6.06 Waiver.** No delay or omission to exercise any right or power by any Party shall be construed to be a waiver thereof. In the event any provision contained herein shall be waived by any Party hereto, such waiver shall apply to that Party only and shall not be deemed to waive any other provision hereunder.

**Section 6.07 Further Assurances.** The Parties agree to execute and deliver such additional instruments and documents, provide such additional financial or technical information, and to take such additional actions as may be reasonably required from time to time in order to accomplish the realization of the incentives contained herein.

**Section 6.08 Coordination of Public Announcements and Other Events.** The Inducers hereby agree to fully cooperate with the Company to coordinate all press releases, other announcements, events and publications concerning the Project including, without limitation, the initial press release announcing the Project, and in no event shall any initial press release announcing the Project be released unless and until it is first approved by the Golden Triangle Development LINK and the Company.

**Section 6.09 Governing Law; Venue.** This Agreement shall be governed solely and exclusively by the laws of the State. Any legal suit, action or proceeding against any Party arising out of or relating to this Agreement may be instituted solely and exclusively in any appropriate court of competent jurisdiction located in Oktibbeha County, Mississippi.

**Section 6.10 Notices.** All communications and notices expressly provided for herein shall be sent, by registered first class mail, postage prepaid, or by nationally recognized courier for delivery on the next Business Day, or by telecopy (with such telecopy to be promptly confirmed in writing sent by mail or overnight courier as aforesaid) as follows:

THE COMPANY:

Garan Manufacturing Corp.  
200 Madison Avenue, 4th Floor  
New York, NY 10016  
Attention: David Fligel, CFO

With a copy to:

Graubard Miller  
405 Lexington Avenue  
New York, NY 10174  
Attention: Mitchell S. Iden

OCEDA:

Oktibbeha County Economic Development Authority  
c/o Greater Starkville Development Partnership  
200 East Main Street  
Starkville, MS 39759  
Attention: CEO

With a copy to:

Golden Triangle Development LINK  
1102 Main Street  
Columbus, Mississippi 39701

THE COUNTY:

Oktibbeha County, Mississippi Board of Supervisors  
c/o Chancery Clerk  
101 East Main Street  
Starkville, Mississippi 39759

With a copy to:

Golden Triangle Development LINK

1102 Main Street  
Columbus, Mississippi 39701

THE CITY:

City of Starkville, Mississippi  
c/o Mayor  
110 West Main Street  
Starkville, Mississippi 39759

With a copy to:

Golden Triangle Development LINK  
1102 Main Street  
Columbus, Mississippi 39701

or to such other address as the receiving Party shall have most recently forwarded to the sending party pursuant to the provisions of this Section 5.08.

**Section 6.11 Remedies.** In the event of any failure by the Company to satisfy its Investment Commitment, Jobs Commitment and other commitments set forth in Section 4.03, the sole remedy available to each of the Inducers shall be those remedies provided in Section 4.03 hereof or as otherwise provided in the Special Warranty Deed; provided, however, that this sentence shall not limit any rights or remedies of any Inducer to the extent such limitation is prohibited by applicable laws. In the event of a default by the Company of any of its other obligations under this Agreement (*i.e.*, obligations other than the Investment Commitment, Jobs Commitment and other commitments set forth in Section 4.03), the Inducers shall have the right to pursue any remedies afforded to them under applicable law or in equity. Similarly, in the event of a default by any Inducer of any obligations thereof in this Agreement, the Company shall have the right to pursue any remedies afforded to it under applicable law or in equity. To the extent that any cure period is provided in this Agreement with respect to default by, or deadline applicable to, any party hereto, any such cure period shall be extended, on a day for day basis, by the duration of any event of Force Majeure.

**Section 6.12 Assignment.** No Party hereto may assign its interests in and to this Agreement without the prior written consent of the other Parties hereto.

**Section 6.13 Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument. This Agreement may also be executed by facsimile or electronic transmission and each facsimile or electronically transmitted signature hereto shall be deemed for all purposes to be an original signatory page.

*[REMAINDER OF PAGE INTENTIONALLY BLANK]*

**IN WITNESS WHEREOF**, the Company has caused its name to be hereunto subscribed by a duly authorized officer thereof, OCEDA has caused its name to be hereunto subscribed by the President of the Board thereof, the County has caused its name to be hereunto subscribed by the President of the Board of Supervisors and attested by the Clerk of the Board and the City has caused its name to be hereunto subscribed by the Mayor of the City and attested by the City Clerk.

**OCEDA:**

**Oktibbeha County Economic  
Development Authority**

\_\_\_\_\_  
Print Name: Lynn Spruill  
Title: President  
Date: \_\_\_\_\_, 2019

Attest:

\_\_\_\_\_  
Print Name: Sharon Livingston  
Title: Clerk, Board of Supervisors  
Date: \_\_\_\_\_, 2019

**CITY:**

**City of Starkville, Mississippi,**

\_\_\_\_\_  
Print Name: Lynn Spruill  
Title: Mayor  
Date: \_\_\_\_\_, 2019

Attest:

\_\_\_\_\_  
Print Name: Lesa Hardin  
Title: City Clerk  
Date: \_\_\_\_\_, 2019

**COUNTY:**

**Oktibbeha County, Mississippi**

BY: \_\_\_\_\_  
Print Name: Orlando Trainer  
Title: President, Board of Supervisors  
Date: \_\_\_\_\_, 2019

**THE COMPANY:**

**Garan Manufacturing Corp.**

\_\_\_\_\_  
Print Name:  
Title:  
Date: \_\_\_\_\_, 2019

## EXHIBIT A

### Description of the Project Site

The following description is based on the Mississippi State Plane Coordinate System, East Zone, NAD 83, grid values, US Feet, using a scale factor of 0.9999500014 and a grid to geodetic azimuth angle of (+) 00 degrees 00 minutes 07.2 seconds developed at the approximate center of the following described parcel.

Commencing at a set ½" rebar at the Southwest corner of the Northeast Quarter of Section 21, Township 19 North, Range 14 East, Oktibbeha County, Mississippi; thence, along the West line of the Southeast Quarter of said Section 21, South 00 degrees 02 minutes 13 seconds East a distance of 432.29 feet to a set ½" rebar at the intersection of the West line of the Southeast Quarter of said Section 21 and the centerline of a large creek; thence, along the West line of the Southeast Quarter of said Section 21, South 00 degrees 02 minutes 13 seconds East a distance of 488.70 feet to a found right of way marker at the intersection of the West line of the Southeast Quarter of said Section 21 and the North right of way of U.S. Hwy 82; thence, along the North and West right of way of said U.S. Hwy 82, the following calls and distances: South 88 degrees 30 minutes 28 seconds East a distance of 320.01 feet to a found right of way marker; South 85 degrees 56 minutes 21 seconds East a distance of 401.22 feet to a found right of way marker; South 86 degrees 18 minutes 46 seconds East a distance of 400.70 feet to a set ½" rebar; North 85 degrees 36 minutes 32 seconds East a distance of 802.10 feet to a found right of way marker; South 86 degrees 35 minutes 21 seconds East a distance of 401.03 feet to a found right of way marker; North 72 degrees 21 minutes 56 seconds East a distance of 785.72 feet to a found right of way marker; North 22 degrees 00 minutes 04 seconds West a distance of 439.72 feet to a found right of way marker designated as Point "A"; North 21 degrees 45 minutes 08 seconds West a distance of 431.63 feet to a found right of way marker designated as Point "B" also being at the point of intersection of the West right of way of U.S. Hwy 82 and the West right of way of Hwy. 389; thence, along the West right of way of Hwy 389, the following calls and distances: along a curve to the right with an arc length of 372.79 feet, a radius of 17188.73 feet, a chord bearing of North 29 degrees 32 minutes 24 seconds West and a chord length of 372.79 feet to a found right of way marker; North 41 degrees 54 minutes 49 seconds West a distance of 180.64 feet to a set ½" rebar, said point being the Point of Beginning of the herein described tract; thence, along the West right of way of Hwy 389, North 41 degrees 54 minutes 49 seconds West a distance of 674.02 feet to a set ½" rebar at the intersection of the West right of way of Hwy. 389 and the South right of way of Sudduth Road; thence, along the South right of way of Sudduth Road, North 89 degrees 25 minutes 09 seconds West a distance of 61.83 feet to a set ½" rebar; thence, leaving the South right of way of said road, South 14 degrees 30 minutes 15 seconds West a distance of 871.71 feet to a set ½" rebar on the North right of way of an unnamed public road; thence, along the North right of way of said road, along a curve to the left with an arc length of 705.05 feet, a radius of 1470.00 feet, a chord bearing of North 76 degrees 18 minutes 43 seconds East and a chord length of 698.31 feet to a set ½" rebar; thence, leaving said North right of way, North 16 degrees 23 minutes 41 seconds East a distance of 183.96 feet to the Point of Beginning, containing 8.30 acres, more or less, and lying in the Northeast Quarter of Section 21, Township 19 North, Range 14 East, Oktibbeha County, Mississippi.



## EXHIBIT B

### Description of the Site Preparation Work

1. Pad Preparation
2. Clearing and Grubbing
3. Excess Excavation
4. Unclassified Excavation
5. Select Fill-Building
6. Select Fill-Parking
7. Topsoil Stripping
8. Topsoil Replacement
9. Sewer Main
10. Manhole
11. Tie to Existing Manhole
12. Water Main
13. Water Tap
14. Hydrants/Valves
15. Erosion Control
16. Grassing
17. Silt Fence
18. Hot Mix Asphalt, Surface Thickness
19. Hot Mix Asphalt, Base Thickness
20. Tack Coat
21. Crushed Stone
22. Fire Loop Crushed Stone
23. Parking Lot Striping
24. Storm Drainage Piping
25. Drainage Inlets
26. Combination Curb & Gutter
27. Construction Staking
28. Concrete Paving



IN ACCORDANCE WITH THE PROVISIONS OF SECTION 21-3-21 OF THE MISSISSIPPI CODE OF 1972, AS AMENDED,  
MAYOR D. LYNN SPRUILL DOES HEREBY GIVE NOTICE OF

**A SPECIAL CALLED MEETING OF  
THE MAYOR AND BOARD OF ALDERMEN  
OF THE CITY OF STARKVILLE, MISSISSIPPI  
TO BE HELD**

**THURSDAY, JULY 18, 2019 AT 6:00 PM**

**IN THE MAIN UPSTAIRS COURTROOM OF  
THE OKTIBBEHA COUNTY CHANCERY COURTHOUSE  
LOCATED AT 101 EAST MAIN STREET**

**The specific subject of the meeting is as follows:**

**DISCUSSION OF ECONOMIC DEVELOPMENT OPPORTUNITIES AND  
STATUS REPORT WITH LINK STAFF**

  
MAYOR D. LYNN SPRUILL

Date / Time Signed: JULY 2, 2019, 4:00 P.M.

**RECORD OF SERVICE  
OF SPECIAL CALLED MEETING TO BE HELD  
ON THURSDAY, JULY 18, 2019  
AT 6:00 P.M.**

**OFFICIAL      DATE/TIME/PLACE      OFFICER      ELECTED  
OFFICIAL'S SIGNATURE**

MAYOR SPRUILL CITY HALL			
		<i>signed notice</i>	
ALDERMAN CARVER 703 GREENSBORO ST. OR 662-769-0792			
	<i>out of town</i>		
ALDERMAN SISTRUNK 522 CHESTNUT DR 662-418-4574			
	<i>Sandra C Sistrunk Alderman 07/02/19</i>		
ALDERMAN LITTLE 100 CYPRESS ROAD OR FARM BUREAU 515 ACADEMY ROAD / 418-5430			
	<i>Carl Little 07/02/19</i>		
ALDERMAN WALKER 204 N NASH ST 662-617-0130			
	<i>Leon B. Walker 7/2/19</i>		
ALDERMAN BEATTY 112 ST CHARLES AVE 662-418-8978			
	<i>Kay Beatty 7/2/19</i>		
VICE MAYOR PERKINS 628 Hospital RD OR 309 Dr Martin Luther King Jr Dr E Suite # 104 / 324-7300			
	<i>Vice-Mayor 7/2/2019</i>		
ALDERMAN VAUGHN 105 HENDERSON ST 494-3420 / 323-2004			
	<i>Henry Vaughn Sr 7-2-19</i>		
ATTORNEY LATIMER			
	<i>CL</i>		