

IN THE CIRCUIT COURT OF COUNTY, MISSISSIPPI

, PLAINTIFFS

V.

CAUSE NO.

, DEFENDANTS

APPLICATION TO CONFIRM ARBITRATION AWARD AND FOR ENTRY OF JUDGMENT

COME NOW, and Defendants herein, and pursuant to Miss. Code Ann. Section 11-15-125 (Supp. 1995), petition this Court to confirm the Arbitration Award which was rendered to resolve all issues in the above-styled cause (a true and correct copy of said Award being attached hereto as Exhibit " "); and said Defendants further petition this Court to enter judgment in this cause in accordance with said Arbitration Award. In support of their Application, Defendants would show unto this Honorable Court the following:

1. and Plaintiffs herein, filed this action against Defendants on , . In , the parties entered into an Agreement To Binding Arbitration, herein they agreed to stay the action pending in this Court and submit all disputes and controversies of every kind and nature between the parties . . . embraced within the pleadings [in this lawsuit] and any amendments thereto" to final arbitration "binding on all parties to the proceeding." See Section One and Section Two, Paragraph " ", of said Agreement To Binding Arbitration, a true and correct copy of which is attached hereto as Exhibit " ". This Agreement To Binding Arbitration (Exhibit " ") is "valid, enforceable, and irrevocable" pursuant to Miss. Code Ann. Section 11-15-103 (Supp. 1995).

2. The parties mutually and voluntarily selected Honorable to serve as Arbitrator in accordance with their Agreement To Binding Arbitration, Exhibit " " hereto, at Section Two, paragraph 3.

3. On , the Honorable , Arbitrator, rendered an Arbitration Award (Exhibit " " hereto). The Arbitration Award provided in relevant part as follows:

VIII.

4. The claims asserted by and , against , , and in the underlying litigation in County, Mississippi, are the claims made in this arbitration and they are all denied. It is the intent of the award that it may be pleaded in said litigation to seek its dismissal. All claims of for damages asserted in this arbitration are denied.

This the day of , .

ARBITRATOR

Exhibit "A", Arbitration Award, VIII, page 22.

5. The Arbitrator delivered copies of the Arbitration Award to both parties on

6. Plaintiffs requested reconsideration and reversal of the Arbitration Award. The Arbitrator denied Plaintiffs' request on , as evidenced by the Arbitrator's Order, a true and correct copy of which is attached hereto as Exhibit " ".

7. In accordance with Miss. Code Ann. Section 11-15-125 (Supp. 1995), Defendants make this Application for confirmation of the Arbitration Award within ninety (90) days of receipt by the parties of said Award. All other conditions precedent for relief has been performed or have occurred.

WHEREFORE, PREMISES CONSIDERED, the parties having mutually agreed to binding arbitration as evidenced by Exhibit " " the Arbitrator having rendered the Arbitration Award as evidenced by Exhibit " " which denies all relief requested by Plaintiffs in this action, and Plaintiffs' request for reconsideration and reversal having been denied as evidenced by Exhibit "C", Defendants respectfully petition this Court to confirm the Arbitration Award in accordance with Miss. Code Ann. Section 11-15-125 (Supp. 1995) and to enter judgment in favor of Defendants, dismissing this action with prejudice and with all costs to be assessed against the Plaintiffs.

, DEFENDANTS

Of counsel:

Telephone:
MSB #
Attorney for

CERTIFICATE OF SERVICE

I, _____, one of the attorneys for Defendants, hereby certificate that I have this day caused to be mailed, a true and correct copy of the above and foregoing Application to Confirm Arbitration Award to the attorney for Plaintiffs, as follows:

Attorney for the Plaintiffs.

This the _____ day of _____, _____.

, CLAIMANTS

V.

, DEFENDANTS

ARBITRATION AWARD

EXHIBIT "A"

RESPONDENTS

and are the claimants in this arbitration. , was their sole stockholder and President at all pertinent times. , and are the respondents. was the President of , and was its Chief Operating Officer during such times. The parties will be refereed to collectively as and .

and agreed to form a limited partnership under the Mississippi Limited Partnership Act E Miss. Code Ann. Section 79-1-101 et seq.) for the purposes of owning, improving, and developing a tract of land in County, Mississippi, owned by . Under the Limited Partnership Agreement, was the general partner. was to become a limited partner and receive a deed to 22.04 percent interest in the lands when its placement of specific fill dirt thereon to a specified depth and compaction was certified by an independent engineer chosen by .

The stated conditions of the limited partner's contribution were:

- a. Such fill dirt shall be delivered to and spread and compacted upon the property by , .
- b. Such fill dirt shall be spread on the entire Property at a level grade of feet above mean sea level (' MSL) The highway right-of-way shall also be filled to ' MSL along the feet of frontage of the Property.
- c. Fill material placed below elevation feet mean sea level (' MSL) shall consist solely of native soil materials and not include any type of construction debris or refuse. Fill material placed above elevation ' MSL shall consist solely of soil material meeting or exceeding the specifications of the Mississippi State Highway Department for class borrow material.

All material shall be compacted to percent (%) standard Proctor density.

- e. Limited Partner shall assume responsibility for placing the fill dirt and installing the drainage structure within the highway right-of-way in accordance with permits and requirements of the Mississippi State Highway Department.

f. Written certification by a competent independent engineer chosen by the General Partner as to the completion of the terms and conditions set forth in a. - e. of Section 3.03 is required to fulfill the Limited Partner's contribution requirements. If the Limited Partner's contribution is not completed on a timely basis, the Limited Partner's ownership interest, as set forth in Section 3.02, shall be reduced by two percent (2%) of one hundred percent (100%) for each month or part thereof until completion is achieved and certified with the above-stated requirements.

g. Limited Partner agrees to secure its performance under this Section 3.03 by assigning its interest in the Partnership to the Partnership and/or General Partner as security therefore. Limited Partner agrees to execute any and all documents that may be reasonably required to effect such security.

During the month of _____, _____, notified _____ that it had completed the fill work. _____ chose _____ to certify the completion of the terms and conditions set forth above. On _____, _____, advised _____ that _____ had completed its work and noted deficiencies. _____ requested that the deficiencies be remedied and invoked an _____ percent penalty for the "overrun" from _____ to _____, _____. _____ disputed the formula by which _____ calculated the late penalty and offered "to sell back to you our ownership, whatever it is, at a lump sum price of \$ _____." On _____, _____, _____ leased a portion of the land to _____.

II.

On _____, _____, at the request of _____, _____ attorney forwarded to _____ an Agreement and Release "the purpose of which is to release all claims and rights between you arising out of the _____, _____ Limited Partnership Agreement, as amended, for the payment by _____ of the \$ _____ cash. _____ had neither sought nor offered an exchange of releases. A copy of the Agreement and Release and the check of _____ in full payment is attached to this award.

The status of the parties under this Agreement and Release presents the controlling issue in this arbitration.

Claimants raise the following issues:

1. Breach of Fiduciary Duty.

(a.) _____ work in filling _____ land was performed as a limited partner.

(b.) _____ had a fiduciary duty to advise _____ that construction debris had been placed on the land along with fill dirt and had been concealed.

2. _____ deliberate concealment of the construction debris was a violation of the Limited Partnership Agreement and its failure to advise _____ thereof was fraud.

3. _____ had the burden of proving it did not violate its fiduciary duty to construct the fill free of construction debris.

wherever the dump trucks could dump. The " " described by included as well as the other construction debris in the form of concrete, asphalt, reinforcing rods, curbing, lumber, visqueen, bricks, masonry, manhole covers, stumps, and pipe. Once asked either or , a employee described by as " ," about the problem developers would have if they encountered the construction debris, to which the reply was: " ." If , the employee in charge of trucks, had not given them specific directions, would direct the truck drivers where to dump their loads. stated that there were " ."

testified that only " " - anything too large for to bury - would go to the back pit. stated he/she was never told not to dump construction debris on the land. From the area where the is now located to the east/west-north/south property line, he/she dumped all kinds of concrete, rebar, and debris. said saw what came off the trucks, but never instructed to make any change. The substance of the testimony of and was that a great amount of construction debris was dumped by trucks on the lands.

The videotapes introduced by the parties tell differing stories. Defendants' Exhibit , which was prepared by claimants on , , and shows a backhoe digging with the aid of a metal detector in several areas along the east/west-north/south and east/west-north/south property lines, plus two diggings located near the center of the lands. The location of these digs in the video is not precise. Their location is platted on plaintiffs' Exhibit , but without a description of the contents. An index letter is not helpful in coordinating the video to the locations. Nevertheless, the film is dramatic in its disclosure of buried construction debris on acre tract. The amounts are voluminous and many pieces of concrete, asphalt and stumps unearthed are of very large size.

Defendant's Exhibit is a videotape of backhoe diggings by made later, along the line of the property near sites where tailings from the diggings were located showed in one case, roots and grass, in the other no debris of any kind. digs made at the same time along the east/west-north/south line of the property showed concrete, asphalt, and briells at very shallow depths. These east/west-north/south side diggings were near or between tailings from the prior digs. An additional dig at the east/west-north/south line east of the restaurant property had no show of any foreign material. A final digging on this videotape at the edge of the parking lot revealed concrete at feet and metal pipe at ". The location of these diggings, and of borings made by other engineers are platted on site plans identified as Plaintiff's Exhibits , and . Some digs and borings disclosed construction debris and organic materials. Some did not.

The entire area below the building constructed by was dug out to a depth of feet. This involved the removal of cubic yards of material. yards were excavated and stockpiled. The remaining yards were excavated and "wasted on site". The testimony reveals that considerable amounts of construction debris were removed during this over excavation. This was done prior to the digging of trenches shown in the videotapes. There is a conflict in the proof as to the level of the fill supplied by at this site.

testified that he/she was not aware that any construction debris was placed in any part of the fill material supplied by _____, except that on one occasion it was reported to him/her that construction debris was visible at some point on the site. He/She reported this to _____ of _____ and was advised that the matter had been remedied. Furthermore, at one point in the development of the partnership agreement _____ stated that he/she had withheld his/her execution of the first draft of the agreement pending resolution of a problem _____ then had with construction debris in the fill material.

_____ of _____ testified that he/she performed separate compaction tests on each of the _____ "lifts" of _____ fill material on the _____ acres. Each lift of fill represented approximately one foot of added elevation. _____ ran about _____ tests on each lift at various points over the _____ acres. He/She did not see construction debris at any time that he/she was on the site. The area looked flat to him/her. On most of these occasions, he/she would call _____ before he/she went to the job site, but on _____ occasions he/she did go to the site without _____ prior knowledge.

_____, a geotechnical engineer, had been present at the over-excavation of the _____ building Site and was also present when the videotaped backhoe digging on Exhibit _____ was done by _____. He/She found the conditions disclosed below the surface at the building site and in the video diggings to be similar. Photographs of the _____ over-excavation and still photographs taken from the video of the _____ diggings also show considerable construction debris present below the surface of the _____ acre tract.

_____ testified that he/she was the truck superintendent for _____ during the period of the fill of the _____ property. His/Her instructions from officials of _____ were to fill the site with waste dirt. There was to be no construction debris on this site. _____ and _____ were truck drivers who worked on hauls from the _____ project to the _____ site. Both testified that they did not haul any construction debris there.

_____, the _____ officer in overall charge of all work on the interstate highway project and at the various dump and fill sites, testified that he/she was unaware that construction debris was dumped on the _____ acre site. He/She stated he/she did not want it present both because it was not permitted and because it could damage trucks if they were operated over such a surface. _____ further testified that the bulldozer operator at the job was to have been instructed that if any such material were dumped on the _____ lands, such material was to be moved to the back pit owned by _____ or moved to the outer slopes of the _____ tract where, by agreement, its presence was permissible. _____ had authority to dump debris at a number of sites other than the land purchased behind the _____ acre tract, including one area adjacent to the job site. _____ stated he/she knew there was a possibility that some debris might get dumped on the site, but thought if it did, it would be moved to the back pit or pushed to the slopes.

V.

The arbitrator concludes that materially substantial amounts of "construction debris or refuse", which were prohibited by the Limited Partnership Agreement, were placed by trucks owned or leased by _____ onto the _____ acre site owned by _____ and buried along the _____ and _____ sides and in the _____ corner of the site. These volumes of this type of material were found beneath the surface at the site of the _____ building and along the

east/west-north/south and east/west-north/south sides of the property. Because the mutual releases exchanged by the parties were valid, I expressly preterit a decision as to whether the proof established that [redacted] breached its undertaking in the Limited Partnership Agreement to earn a percentage interest in the [redacted] acre tract owned by [redacted].

No proof establishes that [redacted], [redacted], or [redacted], (the persons in charge of the performance under the Limited Partnership Agreement for [redacted] and [redacted] respectively, and responsible for the preparation and execution of the Agreement and Release) were aware at the time the release was executed that construction debris or refuse had been included and concealed in the fill material placed on [redacted] lands, although all of them knew it could be present and undetected by the independent engineer's inspections and certification. I find that the Agreement and Release was prepared and presented by counsel representing [redacted] to [redacted] in good faith to "materially release and forever discharge each other from any and all claims or liabilities whatsoever arising Out of or connected in any way with [the Limited Partnership] Agreement, the [redacted] acre tract of land, and their transactions and relationships in regard thereto".

This language is unambiguous. In gaging its effect upon [redacted] rights it should be given its broadest reasonable meaning because its counsel drafted it. By submitting the Agreement and Release to [redacted] and making its payment of \$ [redacted], [redacted] intended to make peace as to all disputes whatsoever" arising out or connected "in any way" with the relationships between claimants and respondents. Massey, 612 So.2d 325, 330 Miss. 1992).

[redacted] in good faith executed the document and received and retained the payment made by [redacted] for [redacted].

The Agreement and Release terminated any and all claims "whatsoever" [redacted] could make against [redacted] of [redacted] "in any way" related to the [redacted] acre tract including the fill work, the [redacted] transaction or any rights under the Limited Partnership Agreement.

The fact that [redacted] fill operations placed and concealed large amounts of construction debris or refuse under the [redacted] building site and along the east/west-north/south and east/west-north/south sides of the property, could be attributable to insufficient instructions or inadequate supervision of the [redacted] bulldozer operator with regard to the treatment of any debris that was improperly dumped on the site. Both parties contemplated that construction debris from the highway project could be dumped on the [redacted] lands. They agreed that, if it was, it could be placed on the slopes of the fill. [redacted] instructed [redacted] to push it to the back pit or to the sides. When [redacted] was advised that construction debris had been put on the land and when he/she had a "problem" about its presence there, his/her actions sought correction of the matter, not cancellation of the agreement.

Another possibility is that [redacted] intended to and did violate the undertaking it made in the Limited Partnership Agreement by deliberately placing and concealing construction debris and refuse in the fill on [redacted] lands. Such a possibility is logically most doubtful in view of the fact that [redacted] was attempting to gain an ownership interest in the [redacted] lands, and had arranged numerous other sites to dump such debris. There is no need to decide whether the construction debris and refuse was placed on the subject land negligently or deliberately since I find that the evidence is neither clear nor convincing that construction debris and refuse were

fraudulently placed and concealed there by _____ in violation of the Limited Partnership Agreement.

VI.

Assuming _____ occupied the status of a limited partner when it was filling the lands, the Mississippi Limited Partnership Act does not provide that a limited partner occupies a fiduciary relationship to the General Partner, nor do any of the authorities cited to the arbitrator by the parties. _____ did not hold any type of control over _____, _____ reserved and exercised the right to have an independent inspection and verification of _____ performance under the Limited Partnership Agreement which right was exercised in the form of interim inspections as the fill progressed and an overall certification at the conclusion of all work.

The decisional law, which controls the issue of fiduciary relationship raised in this arbitration is found in People's Bank and Trust Company v. Cermack, So. 2(1 Miss. 1995) 1995 WI 325754 (Miss.). The Mississippi Supreme Court there held that the burden of establishing the existence of a fiduciary relationship in business dealings is on the party asserting it and that existence must be established by clear and convincing evidence. The court affirmed that one who seeks to establish a fiduciary relationship in a commercial transaction must illustrate that the circumstances established three things:

1. The parties have shared goals in each other's commercial activity;
2. One party justifiably placed trust and confidence in the integrity and fidelity of the other, and
3. The trusted party has effective control over the other party.

In _____, the court assumed that the first and second elements were met, but found the proof did not demonstrate by clear and convincing evidence that the third element was present. In the present arbitration, the third element is also lacking. _____ and _____ were independent businessmen who pursued their respective goals with independence and control over their own actions. By contract, _____ placed its trust and confidence in an independent engineer to monitor _____ performance. The contract was performed in a public place by numerous individuals who were not a part of _____ management. It was frequently inspected by the monitoring engineer, both with and without _____ prior knowledge. _____ did not repose any special trust or confidence in _____ that would cause it to relax the normal exercise of care and vigilance to be expected of a reasonable businessperson in the commercial transaction in which it was engaged. No confidential relationship was created by the circumstances of this case, which imposed a fiduciary duty on _____.

VII.

_____ contended it had earned a limited partnership interest in the _____ acre tract, but no conveyance of a partnership interest was made by _____. After certification by _____ of _____ performance, _____ offered to sell to _____ whatever interest it had in the subject lands. The tender by _____ of the Agreement and Release was, in part, a counter-offer to the

offer to sell. The counteroffer to purchase was accompanied by an offer to also terminate all relationships between the parties. _____ accepted _____ counter-proposal and the negotiation of check concluded the execution of the Agreement.

The award in this arbitration depends on the language and intent of the mutual release sought by _____ and agreed to by _____. There is no competent evidence let alone any clear and convincing evidence that this mutual accord was induced or procured by fraud on the part of _____ or that the acceptance of _____ proposal was based on anything other than a desire to sever relations with _____.

Taylor v. Firestone Tire and Rubber Company, 519 So.2d 436 (Miss. 1988); Enterprises v. Western Casualty and Surety Company, 774 F.2d 1320 (5th Cir. 1985); Mississippi Power & Light Company v. United Gas Pipeline Company, 729 F.Supp. (S.D. Miss. 1989); Houser v. Brent Towing Co., Inc., 610 So.2d 363, 365 (Miss. 1992).

The Agreement and Release validly merged and settled all claims, which either party could make against the other arising out of their relationships. It terminates this arbitration in an award for _____.

VIII.

The claims asserted by _____ and _____ against _____, _____, and _____ in the underlying litigation in _____ County, Mississippi, are the claims made in this arbitration and they are all denied. It is the intent of the award that it may be pleaded in said litigation to seek its dismissal. All claims of _____ for damages asserted in this arbitration are denied.

This the _____ day of _____, _____.

ARBITRATOR

AGREEMENT AND RELEASE

For the consideration of (\$) cash in hand paid, the receipt and sufficiency of Which is hereby acknowledged , a Mississippi corporation does hereby forever release and discharge any and all claims or rights whatsoever it may have under law arising out of or in any way connected With the Limited Partnership Agreement, dated , between and , a Mississippi corporation (), and subsequently amended by (,) and by (,) (the "Agreement") including, but not limited to, any claim for services, materials, fill, partnership .interest, or profit participation in any joint venture or other undertaking with , , or any related entity. further releases and discharges any claim to ownership or interest in a tract of land of approximately acres owned by and located adjacent to and south of , , County, Mississippi.

, by executing this Agreement and Release and accepting payment of the \$ from , and , by making such payment to , do hereby mutually release and forever discharge each other from any and all claims or liabilities whatsoever arising out of or connected in any way with Agreement, the acre tract of land and their transactions and relationships in regard thereto for themselves, their successors and assigns and do further hereby terminate and dissolve any Partnership created between them.

Executed this the day of , .

By: _____
 , President

AGREEMENT TO BINDING ARBITRATION

THIS AGREEMENT made effective as of _____, by and between:
_____, _____, Mississippi ; and _____, _____, Mississippi
(hereinafter collectively referred to as "_____"); and _____ (hereinafter "_____"),
Mississippi _____.

WHEREAS, _____ and _____ entered into the Limited Partnership Agreement of
("Agreement") on or about _____, _____ for the purpose of owning, improving
and holding for investment or development certain real property; and

WHEREAS, disputes have arisen as to performance under the Agreement, breach
of the Agreement, and actions of the limited partners; and

WHEREAS, there is litigation pending in the Circuit Court of _____ County,
Mississippi under Cause No. _____; and

WHEREAS, both parties find that due to the complexity of issues and the need
for an expeditious final determination of the disputes between the parties, it is vital to their
interest to submit this matter to binding arbitration; and

EXHIBIT "B"

WHEREAS, the parties will stay the litigation pending in the Circuit Court of
County styled as _____ and _____ v. _____, _____, and _____ Cause No. _____.

THEREFORE, in consideration of the terms and covenants of this Agreement,
and other valuable consideration, the receipt of which is hereby acknowledged, the parties agree
as follows:

SECTION ONE

MATTERS SUBMITTED TO BINDING ARBITRATION

All disputes and controversies of every kind and nature between the parties to this
Agreement embraced within the pleadings in the said lawsuit and any amendments thereto which
may be in accordance with the Mississippi Rules of Civil Procedure, as interpreted by the
Arbitrator.

SECTION TWO

PROCEDURE

A. Either party may demand in writing that arbitration commence 30 days after all arbitrator/selected, as prescribed in paragraph B of this section, but in no event will arbitration commence before _____, but the matter be submitted to arbitration by _____, _____. If it is not _____ may at its option rescind this Agreement and set the case for trial in the Circuit Court of _____ County.

B. The issues shall be decided by a single Arbitrator upon whom the parties will mutually agree. If they are unable to do so, the Arbitrator shall be appointed by Judge _____ after consultation with the parties.

C. The fees and expenses of the Arbitrator shall be borne equally by both parties.

D. The arbitration will be submitted pursuant to the Mississippi statutes pertaining to the arbitration of "Controversies Arising From Construction Contracts and Related Agreements," Miss. Code Ann. Section 11-15-101 et seq. (Supp. 1994), which will govern all matters not covered in this Agreement relevant to the powers of the Arbitrators, the appeal ability, and the enforcement of the award. Any matter not covered under the Mississippi arbitration statutes and this Agreement will be conducted in accordance with the American Arbitration Association Rules of Construction Disputes, which is incorporated herein by reference. The American Arbitration Association will not have any responsibility in administering the arbitration.

E. An award rendered by the Arbitrator selected under and pursuant to this Agreement shall be final and binding on all parties to the proceeding. The award or decision of the Arbitrator shall be in writing and shall be signed by the Arbitrator. The award shall separately set forth the Arbitrator's findings as to each claim.

F. The parties may offer any evidence that is pertinent or material to the controversy and shall produce such additional evidence as the Arbitrator may deem necessary to understand and determine the disputes. The Arbitrator shall be the judge of the admissibility of the evidence offered and conformity to legal rules of evidence shall not be strictly enforced. All evidence shall be taken in the presence of the Arbitrator and all of the parties. All parties shall be afforded the opportunity to examine all documents prior to the offering of any document as evidence. All existing depositions and other discovery papers on file in said lawsuit may be considered by the Arbitrator and both parties may continue to take depositions and perform discovery and introduce said documents in accordance with the Mississippi Rules of Civil Procedure or Evidence. The Arbitrator may in his/her discretion, but is not required to, admit such other evidence, as he/she deems proper.

G. The parties agree to provide each other with all documentary or demonstrative evidence which is to be introduced by said party in support of its claims or defenses. This exchange of documents will take place prior at the hearing at which the claim or defenses will be presented. The panel of arbitrators shall not consider any documentary or demonstrative evidence unless same is made available to the opposite party in strict accordance with this provision. Documents introduced primarily for purpose of impeachment are not covered by this provision.

SECTION THREE

AGREEMENT AS BAR TO SUIT

The parties stipulate that the provisions of this Agreement shall be a complete defense to any suit, action, or proceeding instituted in any federal, state, or local court or before any administrative tribunal with respect to any controversy or dispute arising during the period of this Agreement and which is arbitral as set forth in this Agreement. The parties further agree that they will stay the litigation pending in the Circuit Court of _____ County styled as _____ and _____ v. _____, _____, and _____, Cause No. _____ until _____, _____, unless the Arbitration has commenced.

SECTION FOUR

GOVERNING LAW

It is agreed that the disputes submitted to arbitration together with this Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Mississippi.

SECTION FIVE

ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and any prior understanding or representation of any kind receding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

SECTION SIX

MODIFICATION OF AGREEMENT

Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

SECTION SEVEN

NOTICES

Any notice provided for or concerning this Agreement shall be in writing and be deemed sufficiently given when sent by certified or registered mail if sent to the respective address of each party as set forth at the beginning of this Agreement.

IN WITNESS WHEREOF, each party to this Agreement has caused it to be executed on the date indicated below.

DATE

By:

DATE

By:

STATE OF MISSISSIPPI

COUNTY OF

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this the day of , , within my jurisdiction, the within named , who acknowledged that he/she executed the above and foregoing instrument.

Notary Public

My Commission Expires:

STATE OF MISSISSIPPI
COUNTY OF

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this Day of , , within my jurisdiction, the within named , who acknowledged that he/she is of , a Mississippi corporation, and that for and on behalf of the said corporation, and as its act and deed, he/she executed the above and foregoing instrument after having been duly authorized by said corporation so to do.

NOTARY PUBLIC
My Commission Expires:

STATE OF MISSISSIPPI
COUNTY OF

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this day of , , within my jurisdiction, the within named , who acknowledged that he/she is of , a Mississippi corporation, and that for and on behalf of the said corporation, and as its act and deed, he/she executed the above and foregoing instrument, after having been duly authorized by said corporation so to do.

NOTARY PUBLIC

My Commission Expires: