

Award Agreement between the Delta Regional Authority and The Awardee

The Following Conditions Apply to all DRA Projects

Order of Precedence:	This Agreement is subject to the provisions of the Delta Regional Authority Act, the Delta Regional Authority Code, the applicable Administrative Program Manual for awards awarded by the Delta Regional Authority and this Agreement as well as incorporated supplements, if any. Any conflict among these provisions shall be resolved giving precedence to these authorities in the order which they are listed in. The awardee acknowledges that no such provisions or any interpretations thereof shall be deemed to diminish the rights of DRA. DRA may at its option exhaust its remedies hereunder and under other documents, either concurrently or independently, and in such order as it may determine.
Deadline:	The Authority may revoke or revise its approval, at its discretion, of any project if work intended to be assisted is not underway within 12 months after the date of this Agreement.
Awardee's Compliance to all laws and regulations:	The awardee shall comply fully with all laws and regulations. Specifically, the awardee shall protect his or her employees under all such laws, and regulations including, but not limited to, Executive Order 11246, Sections 503 and 504 of the Rehabilitation Act of 1973, Title VI and VII of the Civil Rights Act of 1963, The Family and Medical Leave of 1993, and applicable workers' compensation laws of the awardee's state.
DRA Under Run Policy:	If the project contains only DRA funds, (and a non-federal share, where applicable), the DRA funds shall be returned to the DRA in the event of an under run. If the project contains both DRA funds and other agency(ies) funds, the funds shall be returned proportionately.
Additional Funds:	It is understood that if the awardee receives additional funding from any new source towards the eligible cost of this project after DRA approval, these funding sources shall not be used to reduce the amount of local funds pledged. If new funds are available to this project, the DRA and the basic federal agency, if any, should be notified immediately as the DRA reserves the right to reconsider the level of its funding approval should this occur. In affirming this award, the awardee certifies that the additional funds are committed and available as needed for the project and that the additional funds will not affect ownership of, or title to, the project facilities. If the additional funds are de-committed for whatever reason, DRA reserves the right to demand return of all award proceeds and to terminate and/or revoke the project.

Change in Scope:	It is understood that a change in scope should not be implemented without prior written approval from DRA and the basic federal agency, if any. A change of scope includes, but is not limited to, the project design, the type of project to be completed, capacity of the system, size of project, the number and/or type of customers served, or equipment items or other property purchased.
Close Working Relationship with Administering Agency:	Pursuant to the Delta Regional Authority Act, it is expressly understood that the intent of this Agreement is that the awardee must work in conjunction and closely with the administering agency, if any, and follow bidding and contract award procedures to ensure that all pertinent state and federal laws are complied with. Coordination with the administering agency begins with the filing of an application and continues throughout the project until completed.
Restrictions on Assistance:	Pursuant to the Delta Regional Authority Act, DRA funds should not be used for any form of assistance to relocate industries within the Delta Region; recruitment activities which place a Delta state in competition with another Delta state; and projects to promote unfair competition between businesses within the Delta Region and as set forth in the applicable Administrative Program Manual.
Project Account:	Awardees shall be required to produce to DRA copies of all bank statements of the project account upon request of DRA.
Bonding or Insurance:	The Awardee must provide evidence of adequate insurance and fidelity or employee dishonesty bond coverage.
Audit:	Audit requirements only apply to the year(s) in which the Agency awarded funds are expended. Awardees expending \$750,000 or more of federal assistance per year must submit an audit in accordance with the requirements of OMB circular A-133 as codified in 2 CFR 200. Awardees that expend less than \$750,000 a year in federal awards are exempt from federal audit requirements for that year except as noted in 2 CFR 200, but the records must be available for review or audit by appropriate officials of the DRA, administering agency and/or the General Accounting Office.
Interest:	The Awardee will remit interest earned on award funds deposited in an interest-bearing account in accordance with 2 CFR 200 to DRA.
Cost Incurred Prior to Approval:	Prior to the initial disbursement of award funds, the awardee shall provide acceptable documentation to the Authority for costs incurred prior to the award to determine their eligibility in accordance with the requirements of the cost principles contained in 2 CFR 200. DRA reserves the right to deny all costs incurred prior to the approval of this award.

- Quarterly Report:** Quarterly reports are due to the DRA on the 15th of the month following each calendar quarter, executed by the proper signatory. It is the responsibility of the awardee, not the administering agency, to write a complete report and timely send the same to the DRA central office. A delinquent quarterly report will result in the withholding of funding requests.
- Final Report:** Within one month after the period of performance, the awardee shall prepare and submit to DRA for approval a final report of all work accomplished under this award including recommendations and conclusions based on the experience and results obtained. After DRA's review of the final report, DRA will either accept the report and associated outcomes, return to the awardee the approved report with such comments, including any requirements, suggestions, or modifications as deemed necessary, or require resubmission of the final report if deemed necessary, in which case the awardee shall within 15 days submit another final report for review and comment.
- Budget:** Costs will be determined in general accord with the budget produced in the awardee's application subject to the terms of this Agreement and to pertinent DRA Code provisions.
- Hold Harmless:** Awardee will carry out the program under this Agreement as an independent contractor and not as an agent of the Authority. Awardee assumes sole and complete responsibility for the conduct of the program in such a manner as to assure the safety and welfare of all persons participating in or any way involved in, affected by, any activities conducted under this Agreement. The Authority, by its provision of funds for this project, undertakes no responsibility in this regard. Notwithstanding any state or federal law to the contrary, the awardee shall indemnify and save harmless the Authority, its agents, officers and employees, from and against any and all claims, demands, suits, judgments, settlements, etc., for sums of money for or on account of personal injuries, property damage, or loss of life or property of any persons arising from or in any way connected with the performance of the project covered by this Agreement. Further, the awardee expressly releases the DRA from any liability for any losses or damages suffered by awardee, directly or indirectly, from or in any way connected with the performance of this Agreement unless state or federal law does not allow such release.
- Subcontracting:** The awardee may enter into subcontracts for the work contemplated under this Agreement, subject to the conditions and provisions as the Authority may deem necessary, to protect the interests of the Authority including, but not limited to, the right to disallow the use of sub-contractors and to review all sub-contracts. Provided, further, however, that no provision of this article and no such approval by the Authority of any subcontract shall be

deemed in any event or in any manner to provide for the incurrence of any obligation by the Authority in addition to the total amount and the Authority shall not be responsible for the fulfillment of the awardee's obligations to the subcontractors. Provided, further, that no subcontracting shall be deemed to relieve the awardee of any obligations under this Agreement.

Project Personnel: The Authority reserves the right to approve or disapprove the selection or continued participation of any personnel supported with the funds made available under this Agreement.

**Suspension/
Termination/
Collection:** The DRA shall have the right, upon written notice to the awardee, to suspend or terminate this Agreement for cause, whenever the Federal Co-Chairman determines there is reasonable basis to believe there has been malfeasance, embezzlement, misappropriation, unauthorized application of federal funds or material false statement in the conduct of this Agreement or any other DRA award agreement and begin collection proceedings by unilateral election. This Award Agreement may also be terminated and/or suspended for a violation of any law, rule, applicable DRA Administrative Program Manual(s) and/or regulation of DRA or other applicable laws.

**Termination for
Convenience:** The DRA may, by written notice to the awardee, terminate this Agreement in whole or in part for convenience of the Authority, whenever the DRA determines that such action is in its best interest.

**Award Related
Communications:** It will be the responsibility of the awardee to include the Delta Regional Authority in any award-related communications from your office. Specifically, all DRA funded, or partially funded projects shall include proper acknowledgement of DRA award funding to include but not be limited to: project announcements, press releases, news articles, ribbon-cutting ceremonies, check presentations, radio and/or television advertisements and the like. Whether written or verbally communicated, the awardee agrees to recognize DRA for its participation. Additionally, those written communications will include the DRA seal. A jpeg file of the DRA seal can be downloaded from the Authority's website at www.dra.gov/state-award-funding/ and clicking on the "resource" link. DRA shall be available to assist with any of these communications.

**Cornerstone,
Plaque or Sign:** Any facility constructed in whole or in part by the funds provided under the DRA shall include a permanent cornerstone, plaque or sign appropriately acknowledging the assistance provided through the DRA program, unless waived by the DRA; provided that such an item not be required if it would be prohibited as an eligible project cost under the basic federal program through which the DRA assistance is provided.

Operation and If the awardee will not operate and maintain the project, then prior to the

Maintenance Agreement:	initial disbursement, the awardee shall provide to the Authority an executed copy of an agreement with the party responsible for the operation and maintenance of the project. Such agreement must be consistent with the Authority policies including, but not limited to, non-discrimination, environmental requirements, an adequate consideration. The agreement must also set forth that prior to occupancy, the occupant of any part of the land acquired or improved by this project must furnish to the awardee, for transmittal to DRA, properly executed DRA forms evidencing assurance of compliance with all applicable requirements.
Project Start and Ending Dates:	The project start date shall be the date of the official Notice to Proceed from DRA. The project end date shall be calculated, accounting for original time requested to complete the project, from the date of the Notice to Proceed.
Financial Procedure:	The award proceeds will be administered in accordance with generally accepted financial accounting procedures and standards. Should the awardee fail to follow such procedures and standards, DRA reserves the right to collect, suspend, terminate, and/or collect said funds as referenced herein.
Certification Regarding Lobbying:	The awardee certifies that no federal appropriated funds have been paid, or will be paid, by or on behalf of the awardee to any person or any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with the awarding of this award and the entering into any and all agreements to effectuate this transaction. The awardee further agrees to comply with applicable statutory provisions prohibiting use of Federal assistance funds for activities designed to influence any legislation or appropriations except through proper, official channels.
Return of Award Proceeds:	The awardee acknowledges that all award proceeds, until they are spent for the purposes of the award and in accordance with the award application and this Agreement, shall remain the property of DRA and, if not expended for the purposes of the award and in accordance with the award application and this Agreement, will be returned to DRA within 30 days after the final date on which the award proceeds were scheduled to be spent under the terms of the award application and this Agreement.
Licenses and Permits:	The awardee and its employees, agents, and advisors, and not DRA, are responsible for obtaining necessary licenses and permits, if any, for insuring that all aspects of the project comply with all applicable statutes, regulations, ordinances, and codes, and for all costs of the project in excess of the amount of the approved award.
Notices:	Any notice shall be conclusively deemed to have been received by a party hereto and be effective on the earlier of the day on which delivered to such

party or on the third business day after the day on which mailed, addressed to such party. Such notice to DRA shall be sent to its central office address of 236 Sharkey Avenue, Suite 400, Clarksdale, Mississippi 38614. Any notice to the awardee shall be sent to the address set forth in the award application.

- Waiver/Cumulative Remedies: Neither any failure nor any delay on the part of DRA or any administering agencies in exercising any right, power or privilege hereunder or under the laws of the applicable jurisdiction shall operate as a waiver thereof, nor shall a single or partial exercise thereof preclude any other or further exercise of any other right, power or privilege. No modification, amendment or waiver of any provision of this Agreement or other documents, nor consent to any departure by the awardee or any other person therefrom shall in any event be effective unless the same shall be in writing and signed by DRA and then such waiver or consent shall be effective only in the specific instance and for the specific purpose which given. No notice to or demand on the awardee or any other person in any case shall entitle such person to any other or further notice or demand in the same, similar, or other circumstances. Any remedies herein provided are cumulative and not exclusive of any remedies provided by law or of any remedies provided by any other document.
- General Procedures: All DRA awards shall be administered in accordance with 2 CFR 200; and any other applicable Federal regulations. The documentation in support of each action in the accounting records shall be filed in such a manner that it can be readily located. Awardee shall maintain custody of time records, payrolls, and any other records as appropriate to substantiate all services reported to DRA and/or the administering agency, if any.
- Successors and/or Assigns: All general provisions herein shall be applicable to the awardee's representatives, agents, successors and/or assigns.
- Contracting Procedures: In contracting for services and/or purchasing equipment under this Agreement, awardee shall assure that (1) all contracting shall be at prices and on terms most advantageous to the awardee and to the project; and (2) all interested parties shall have a full and fair chance at doing business with the awardee. Awardee shall arrange for all contracting through competitive bidding, or, if permitted by state law, other negotiating and contracting procedures that will assure compliance with (1) and (2) above.
- Coordination and Non-Duplication: In carrying out the project under this Agreement, awardee shall assure that the planning, design work and implementation of activities are coordinated with the activities conducted by the awardee under other related DRA awards, if any, and shall assure that there shall be no duplication of effort or funding under this Agreement of any work or payments under those awards.

Compliance with Applicable laws:	Awardee shall assure that all provisions of applicable federal, state, and local laws shall be complied with in the conduct of activities under this Award Agreement. The DRA reserves the right to suspend or terminate this Agreement in the event that applicable federal, state, and local laws and regulations are not complied with. Such right shall not be exclusive and does not affect rights and remedies provided elsewhere by law, regulation, or agreement.
Progress Payments:	Awardee may receive progress payments on the basis of work performed. DRA and the administering agency, if any, must concur as to the reasonableness of costs upon review of the submitted Form SF 270 (Request for Advance or Reimbursement). DRA and/or the administering agency, if any, reserve the right to determine that the requirements of this Agreement are being met before making such payments.
Advance Payments:	Awardee may receive advances of funds subject to the approval of the Director of Project Development and Management, at his or her sole discretion, in amounts sufficient to meet scheduled payroll costs and other related costs, including payments to subcontractors on the following basis: (a) awardee's certification that a firm commitment has been obtained from each employee appointed under this Agreement, or that firm, formal subcontracts have been executed which will require payments for goods and services to be delivered during the period for which advance is sought; (b) upon submission of Form SF 270 (Request for Advance or Reimbursement) and on the basis of the costs estimates approved by the DRA and/or administering agency, if any; and (c) awardee's certification that any previous advance has been exhausted (if previous advance has not been exhausted, this remainder must be used to meet scheduled expenses payable during the next period).
Disbursements:	All disbursements shall be for obligations incurred, after the effective date, in the performance of this Agreement, and shall be supported by contracts, invoices, vouchers and other data, as appropriate and as determined by DRA, evidencing the disbursements. DRA intends to make disbursements in proportion to DRA's percentage of the project budget.
EIN and DRA Project Numbers:	All payment requests must show the nine-digit taxpayer identification numbers assigned by the Internal Revenue Service and the project number assigned to this project by DRA.
Rebates and Discharges from Liability:	Awardee agrees that any refunds, rebates or credits, or other amounts (including interest earned thereon) received by the awardee shall be paid to DRA to the extent that they are properly allocable to costs for which the awardee has been reimbursed. Awardee will, when requested, assign such amounts to DRA and execute such releases as may be appropriate to discharge the Authority, its officers and agents from liabilities arising out of

this Agreement.

Official not to Benefit:	No member or delegate to Congress or any local official, shall directly benefit from any DRA award.
Covenant Against Contingent Fees:	The awardee warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the awardee for the purpose of securing business. For breach or violation of this warranty the Authority shall have the right to annul this Agreement without liability or in its discretion to deduct from the award amount or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.
Certification Regarding Debarment:	Awardee certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency.
Fraud:	The awardee certifies that it has not within a three-year period preceding the submission of the award application been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public, whether it be federal, state, or local, transaction or contract under a public transaction or violated federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
Indicted:	The awardee certifies that it is not presently indicted for or otherwise criminally or civilly charged by a government entity, whether federal, state, or local, with commission of any offenses.
Termination of Public Transaction:	The awardee certifies that it is not within a three-year period preceding this award application had one or more public transactions, federal, state, or local, terminated for cause or default.
Conflicts of Interests:	The awardee certifies that it has not violated the provisions of 7 U.S.C. 2009aa(1)(i) dealing with the conflicts of interest statute of the Delta Regional Authority Act.
Certification Regarding Drug-Free Work Place:	The awardee certifies that it will provide a drug free workplace.
Errors and Omissions/	The awardee agrees to fully cooperate and adjust for clerical errors or omissions in executing any of the documents in connection with this award

Compliance Agreement:	within 30 days from the date of mailing said request.
Basic Agency:	If the servicing of this award is transferred to a Basic Agency, all fees, expenses, or other charges for such servicing will be paid from the award funds by DRA.
Percentage Payments:	If the project budget is funded by any other source towards the eligible cost of this project, DRA shall only pay a percentage of the bill, contract, invoice, or voucher presented. This amount shall be equal to the percentage of DRA's funds to the overall project.
Free and Clear of Liens:	The awardee will keep the project free and clear of any liens, adverse claims, deeds of trust, mortgages, security interest, other charges and/or encumbrances.
Illegal Aliens:	The awardee certifies that it is not in violation of the Federal Immigration and Nationality Act set-forth in 8 U.S.C. 1324 whereby it is unlawful to hire an alien, to recruit an alien, or to refer an illegal alien for a fee, knowing the illegal alien is unauthorized to work in the United States. The awardee further certifies that it has complied with all employment eligibility verification requirements, which include examination of identity documents and completion of Form I-9 for every employee hired.
Conveyance:	The awardee represents and warrants that it shall not convey, transfer or assign any or all of its interest in and to the project.
Non-Discrimination:	It is the general policy of the Authority that an awardee assisted under the DRAA shall carry out all programs and activities in compliance with Title VI of the Civil Rights Act of 1964, and other federal laws prohibiting discrimination, and in such a manner that no person shall, on the grounds of race, ethnicity, citizenship status, national origin, ancestry, gender, sexual orientation, age, weight, religion, creed, physical or mental disability, marital status, veteran status, and/or political affiliation be excluded from participation in, be denied the benefits of, or be subjected to discrimination with respect to any such programs or activities. The awardee shall afford equality of opportunity in all their employment practices. The Authority is committed to the principles of equal opportunity and the elimination of all vestiges of discriminatory practices that might exist.
Certification of In-Kind Contributions:	Should the award include in-kind contributions by the Awardee, the Awardee shall forward all receipts, invoices or other documentation satisfactory to DRA verifying and confirming the in-kind contribution(s). The in-kind contributions must be verifiable from the Awardee's records. The in-kind contributions may not be included as contributions for any other federally assisted project or program and must be allowable under the

applicable cost principles. The in-kind contributions may not be paid by the Federal or State Government under another award. The in-kind contributions must be set forth in the approved budget.

- Additional Funding Sources:** If the application submitted by the Awardee and approved by DRA was conditioned upon the Awardee providing funds from other funding sources and the Awardee represented and warranted in its application that certain additional funds would be provided from additional funding sources in order to complete this project, but at the time of closing of the award, the additional funds to complete the project had not been received, then the Awardee understands, acknowledges and agrees that six months after the date of the Award Letter, all of the award proceeds for the Awardee may be rescinded by DRA, unless the additional sources of funding have been received by the Awardee at that time, all at the discretion of DRA. Only when all funds are committed will a Notice to Proceed be issued.
- Eligible Expenses:** The Awardee understands, acknowledges, and agrees that the funding of this project shall be used for the eligible expenses outlined in the approved application documentation. However, should the Awardee wish to use these funds for other expenses associated with this Project, the Awardee may request from DRA in writing which portion of the project the Awardee wishes to fund and the reasons for doing so as such.
- Award Amount:** If the award amount is for a lower amount than was requested by the Awardee in the application, then the Awardee states, acknowledges, and agrees that the project described in the application will begin on the date set forth therein and can move the project forward to completion, despite this lower amount approved.
- Attorney's Fees:** The Awardee does hereby guarantee the prompt performance of the obligations according to the terms and provisions of this Agreement. The Awardee further agrees it shall pay all costs and expenses, including attorneys' fees, incurred in the enforcement of this Agreement or to protect the interests of DRA, should this Agreement be placed in the hands of an attorney, by suit or otherwise.
- Bankruptcy:** If the Awardee becomes insolvent or applies for, consents to or acquiesces in the filing of a bankruptcy proceeding, or the appointment of a trustee or receiver or other proceedings under any bankruptcy or insolvency law or any dissolution or liquidation proceedings are instituted by or against it, the Awardee shall be in default and shall return all DRA funds.
- Previous Construction:** Should the award include spending funds on a project that has involved construction, the Awardee states and affirms that all of the persons, firms and corporations, including the general contractor and all subcontractors who have furnished services, labor or materials according to plans and

specifications, or extra items, used in the construction, repair, or renovation of the subject property described in the accompanying award application, have been paid in full and that such work has been full completed and accepted by the owner. The Awardee states and affirms that no claims have been made to the Awardee by, nor is any suit now pending on behalf of any contractor, subcontractor, laborer or materialman, and further that no chattel mortgages, conditional bills of sale, retention of title agreements, security agreements, financing statements, or personal property leases have been given or are outstanding as to any fixtures, appliances, or equipment which are now installed in or upon the subject real property, or the improvements thereon. The Awardee states and affirms that there are no outstanding deeds of trust, mortgages, judgment liens, mechanics or materialmen liens filed of record or unfiled claims or any other liens or encumbrances of any kind. Awardee further agrees and guarantees to hold DRA harmless against any liens, claims or suit of or by any general contractor, subcontractor, mechanic or materialman, and against chattel mortgages, conditional bills of sales, retention of title agreements, security agreements, financing statements, or personal property leases in connection with the construction, repair, or renovation of the subject property.

Construction
Projects:

Should the award include spending funds on construction, the Awardee states and affirms that all of the persons, firms and corporations, including the general contractor and all subcontractors who will furnish services, labor or materials according to plans and specifications, or extra items, used in the construction, repair, or renovation of the subject property described in the accompanying award application, will be paid in full.

ARBITRATION AGREEMENT

This Agreement is entered into on the date stated by [on the signature page of this package] and between Delta Regional Authority ("DRA"), its successors, agents and/or assigns, and awardee.

1. Part of Transaction. This document ("Agreement") is a part of the agreement and transaction between DRA and AWARDDEE described herein. That agreement and transaction, as well as all past and future agreements and transactions between the parties, their employees, officers, directors, agents, parent companies, subsidiary companies, sister companies, and any other affiliated entities or persons, are hereinafter collectively defined as the "Transaction". This Agreement is incorporated into each document executed in connection with the Transaction. In the event of a conflict between the provisions of this Agreement and other documents executed in connection with the Transaction, the provisions of this Agreement shall control.

2. Consideration. The consideration for this agreement is the consideration given and received in the Transaction, and the mutual benefits to be derived by DRA and AWARDDEE from the convenient, expeditious, economical, and private procedures for resolving disputes between them and other entities or persons covered by this Agreement.

3. Dispute Resolution. Any claim, dispute or controversy between AWARDDEE and DRA, including DRA's employees, officers, directors, agents, parent companies, subsidiary companies, sister companies, successors, assigns, other affiliated entities or persons (collectively, "Covered Persons"), (whether in contract, tort, or otherwise, whether preexisting, present or future, and including statutory, common law, intentional tort or equitable claims), arising from or relating to any matter, including, but not limited to, the Transaction, any past or future interactions, business or dealings between the parties or between AWARDDEE and the Covered Persons or any application, advertisements, promotions, or oral or written statements related to the Transaction, any goods or services furnished in connection with the Transaction or the terms of financing, the relationships with respect to the Transaction (including to the full extent permitted by applicable law, relationships and dealings with third parties who are not signatories to the Transaction or this Agreement) or the validity, enforceability or scope of this Agreement (collectively, "Claim"), shall be resolved, upon the unilateral or joint election of AWARDDEE or DRA or said Covered Persons, respectively, by binding arbitration, as hereinafter provided, pursuant to the Rules of the National Arbitration Forum ("NAF") in affect at the time the Claim is asserted. A party who has asserted a Claim in a lawsuit in court may elect arbitration with respect to any Claim(s) subsequently asserted in the lawsuit by any other party or parties. The Rules of NAF may be obtained by calling 1-800-474-2371 or by going to the NAF Website at www.arb-forum.com, and all Claims shall be filed at any NAF office (provided, however, that if for any reason NAF is unwilling or unable or ceases to serve as arbitration administrator, an equivalent national arbitration organization utilizing a similar code of procedure will be substituted by the parties hereto).

4. Arbitration.

(a) Any Claim shall, at the request of the AWARDDEE, DRA or any Covered Persons, whether made before or after institution of legal proceedings, be determined by binding arbitration. The Transaction involves interstate commerce, and the arbitration is subject to and

shall be conducted in accordance with the United States Arbitration Act, 9 U.S.C. §1, et. seq., as amended, notwithstanding any choice of law provision in this Agreement or any other documents executed in connection with the Transaction, and under the Rules of NAF. The Arbitrator shall have authority to award damages and award such other relief he deems appropriate. The Arbitrator shall give effect to applicable law, including statutes of limitations in determining any Claim. Any controversy concerning whether an issue is arbitrable shall be determined by the Arbitrator. However, AWARDDEE, DRA or any Covered Persons may institute a lawsuit for the purpose of compelling the other parties to any Claim to arbitrate in accordance with this Agreement. Judgment upon the arbitration award may be entered in any court having jurisdiction. The Arbitrator(s) shall be chosen no later than 30 days after filing of the Claim with NAF. The arbitration procedures shall be concluded, and the Arbitrator's award issued, no later than six (6) months after selection of the Arbitrator.

(b) The institution and maintenance of an action for judicial relief or pursuit of a provisional and ancillary remedy shall not constitute a waiver of the right of any party, including the plaintiff to submit the Controversy or claim to arbitration if any other party Contests such action. No provision of this Agreement shall limit the right of any party to this Agreement to exercise self-help remedies such as setoff, to foreclose against or sell any real or personal property, collateral or security, or obtaining provisional or ancillary remedies for a court of competent jurisdiction before, after, or during pendency of any arbitration or other proceedings. The exercise of a remedy does not waive the right of either party to resort to arbitration.

(c) In the event of a conflict between the provisions of this Agreement and the Rules of NAF, the provisions of this Agreement shall control. No class action arbitration maybe originated or had under this Agreement and, except as provided in paragraph 3 above, there shall be no joinder of multiple party plaintiff, except for joinder of all parties covered by this Agreement.

5. Administrative Fees and Expenses. Upon request, DRA will advance the first Five Hundred Dollars (\$500.00) of the filing and hearing fees charged by NAF for any Claim filed by any AWARDDEE or any Covered Person against DRA. The Arbitrator will determine who will ultimately be responsible for paying any filing, hearing or other administrative fees in connection with the arbitration. Unless inconsistent with applicable law, each party to an arbitration shall bear the expense of their respective attorneys', experts' and witness fees and expenses, regardless of which party prevails in the arbitration.

6. Selection of Arbitrators. On claims of \$100,000 or less, including counterclaims, an Arbitrator shall be selected from a panel of nine (9) arbitrators submitted by NAF, by DRA and AWARDDEE either agreeing on the Arbitrator or striking persons from the panel until one person is left, that person being the Arbitrator. On claims in excess of \$100,000, including counterclaims, three Arbitrators shall be selected from a panel of fifteen (15) arbitrators submitted by NAP by DRA and AWARDDEE either agreeing on the Arbitrators or striking persons from the panel until three (3) persons are left, those persons being the Arbitrators. The determination of whom shall make the final strike and the resolution of any disputes concerning selection, including, if necessary, the appointment of the Arbitrator(s), shall be done by NAF.

7. Discovery. The Arbitrator shall have the power to authorize reasonable discovery and to issue any necessary orders and subpoenas. All discovery shall be expedited to the maximum extent practicable. In no event shall the Arbitrator allow discovery which would result in this matter not being concluded and an award issued in the time specified herein.

8. Location. The arbitration sessions shall be held at a location mutually acceptable to the parties to the arbitration. If the parties to the arbitration cannot agree on the location, the location shall be selected by NAF.

9. Confidentiality. To the extent permitted by applicable law, all proceedings pursuant to or in connection with this Agreement shall be kept strictly confidential, except for disclosures of information required in the ordinary course of the business of DRA and AWARDEE or by applicable law or regulation. This provision shall not exempt from discovery or use in any other or future proceeding any evidence otherwise discoverable, merely because it is presented in, referred to, or discussed in the course of, or in connection with, proceedings pursuant to this Agreement.

10. Severability. If any provision of this Agreement is found to be unenforceable, the remaining provisions shall be enforced to the extent permitted by applicable law and in lieu of any such unenforceable provision, there shall be substituted in its place a provision as similar in substance and effect as is capable of being enforced.

11. Successors and Assigns. This Agreement shall be binding upon, and shall enure to the benefit of, the parties, the Covered Persons, any co-signors, endorsers, guarantors or other obligors to the Transaction and their respective successors and assigns, including to the full extent permitted by applicable law, third parties who may not be signatories to the Transaction or this Agreement, such as DRA's employees, officers, directors, agents, parent companies, subsidiary companies, sister companies, other affiliated entities or persons.

12. Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to its subject matter and supersedes all prior discussions, arrangements, negotiations, and other communications, if any, on dispute resolution. The signatory agrees that this Agreement may not be amended or modified in any respect except in writing.

THE SIGNATORY HAS READ AND UNDERSTANDS THE FOREGOING ARBITRATION AGREEMENT AND BY SIGNING THE SIGNATURE PAGE OF THIS AWARD DOCUMENT PACKAGE DO KNOWINGLY, INTELLIGENTLY AND VOLUNTARILY WAIVE ANY CONSTITUTIONAL OR OTHER RIGHT TO A JURY TRIAL AND ANY BENEFITS THAT MIGHT BE DERIVED FROM A JURY TRIAL.

MEDIATION AND ARBITRATION DISCLOSURES

The following disclosures have been made to the applicant signatory, by in connection with a transaction between the Awardee and Delta Regional Authority, its successors, agents and/or assigns, (the "DRA") which transaction is described in an Arbitration Agreement between DRA and Awardee dated this date [see signature page].

1. The DRA and Awardee each have the right to request Mediation. Mediation is a procedure in which the DRA and Awardee select an impartial third party to serve as mediator to assist us in attempting to voluntarily reach a resolution of our dispute relating to the transaction which is described in the arbitration agreement between us. There are administrative and mediator fees which must be paid by the parties in accordance with the provisions of the arbitration agreement.
2. The DRA and Awardee each have the right to request Arbitration. Arbitration is a procedure in which the DRA and Awardee select an Arbitrator(s) who will hear our presentation and render a final and binding decision. There are administrative and arbitration fees which must be paid by the parties in accordance with the provisions of the Arbitration Agreement.
3. Arbitration is final and binding on the parties and subject to only very limited review by a court.
4. Except as to provisional remedies, self-help and foreclosure, the parties are waiving their right to litigate in court, including their right to a jury trial, because they have given each party the right to demand arbitration.
5. Pre-arbitration discovery is generally more limited and different from court proceedings.
6. Arbitrators' awards are not required to include factual findings or legal reasoning and any party's right to appeal or to seek modification of rulings by arbitrators is strictly limited.

THE APPLICANT SIGNATORY HAS READ AND UNDERSTANDS THAT THIS DOCUMENT DISCLOSES THE PARTIES ARE ENTERING INTO AN ARBITRATION AGREEMENT AND BY SIGNING THE SIGNATURE PAGE OF THIS AWARD DOCUMENT PACKAGE DO KNOWINGLY, INTELLIGENTLY AND VOLUNTARILY WAIVE ANY CONSTITUTIONAL OR OTHER RIGHT TO A JURY TRIAL AND ANY BENEFITS THAT MIGHT BE DERIVED FROM A JURY TRIAL.

ENVIRONMENTAL DECLARATION AND INDEMNITY

FOR AND IN CONSIDERATION of the Award provided to (the "Awardee") by Delta Regional Authority, its successors and assigns ("DRA"), and other good and valuable consideration, the receipt and sufficiency all of which is hereby acknowledged, the undersigned Awardee, being the owner, operator and/or occupier of the real property described in the accompanying award application ("Property"), hereby declares, covenants, represents, and warrants unto DRA as follows:

1. Awardee represents and covenants that, except as disclosed by Awardee to DRA in writing on or prior to the date of this agreement, (i) the Property has at all time during Awardee's ownership, occupancy and control thereof and is presently free of contamination from any substance or material presently identified to be toxic or hazardous according to any applicable federal, state or local statute, rule or regulation (collectively, the "Law"), including without limitation, any asbestos, PCB, radioactive substance, methane, volatile hydrocarbons, industrial solvents or any other material or substance which has in the past or could presently or at any time in the future cause or constitute a health, safety or other environmental hazard to any person or property; (ii) Awardee has not caused or suffered to occur, and Awardee will not hereafter cause or suffer to occur, a discharge, spillage, uncontrolled loss, seepage or filtration of oil or petroleum or chemical liquids or solids, liquid or gaseous products or hazardous waste (a "spill"), or hazardous substance at, upon, under or within the Property or any contiguous real estate; (iii) neither Awardee nor any other party has been, is or will be involved in operations at or near the Property which could lead to the imposition on Awardee or any other owner of the Property of liability or the creation of a lien on the Property, under the Law or under any similar applicable laws or regulations; and (iv) Awardee has not permitted and will not permit any tenant or occupant of the Property to engage in any activity that could lead to the imposition of liability on such tenant or occupant, Awardee or any other owner of any of the Property, or the creation of a lien on the Property, under the Law or any similar applicable laws or regulations; and (v) no friable asbestos, or any substance containing asbestos deemed hazardous by federal or state regulations on the date of this Agreement, has been installed in or on the Property. The terms "hazardous substance" and "release" as used in the Agreement shall have the meaning specified in CERCLA, and the terms "solid waste" and "disposal" (or "disposed") shall have the meanings specified in RCRA; provided, in the event that the applicable laws of the applicable jurisdiction establish a meaning for "hazardous substance," "release," "solid waste," or "disposal" which is broader than that specified in either CERCLA or RCRA, such broader meanings shall apply.

2. Awardee shall comply strictly and in all respects with the requirements of the Law and related regulations and with all similar applicable laws and regulations and shall notify DRA promptly in the event of any spill or hazardous substance upon the Property, and shall promptly forward to DRA copies of all orders, notices, permits, applications or other communications and reports in connection with any such spill or hazardous substance or any other matters relating to the Law or related regulations or any similar applicable laws or regulations, as they may affect the Property.

3. Awardee, promptly upon the written request of DRA from time to time, shall provide DRA with an environmental site assessment or environmental audit report, or an update or such an assessment or report, all in scope, form and content satisfactory to DRA.

4. In consideration of the award, Awardee shall indemnify DRA and hold DRA and its directors, officers, agents and employees harmless from and against all claims, demands, causes of action, loss, liability, damage, costs and expense, including, without limitation, attorneys' fees, costs of suit and fees of expert witnesses, suffered or incurred by DRA, whether as holder of a mortgage, as mortgagee in possession or as successor in interest to Awardee as owner of the Property by virtue of a foreclosure or acceptance of a deed in lieu of foreclosure (i) under or on account of the Law or related regulations or any similar applicable laws or regulations, including the assertion of any lien thereunder; (ii) with respect to any spill or hazardous substance affecting the Property whether or not the same originates or emanates from the Property or any such contiguous real estate, including any loss or value of the Property as a result of a spill or hazardous substance; and (iii) with respect to any other matter affecting the Property within the jurisdiction of the U.S. Environmental Protection Agency or any similar state or local agency. The foregoing indemnity shall further apply to any residual contamination on or under the Property, or affecting any natural resources, and to any contamination of the Property or natural resources arising in connection with the generation, use, handling, storage, transport or disposal of any such hazardous substances or solid wastes, and irrespective of whether any of such activities were or will be undertaken in accordance with applicable laws, regulations, codes and ordinances. Without prejudice to the survival of any other agreements of Awardee hereunder, this indemnity shall survive the closing of the Award and shall continue thereafter in full force and effect.

5. In the event of any spill or hazardous substance affecting the Property, whether or not the same originates or emanates from the Property or any such contiguous real estate, and/or if Awardee shall fail to comply with any of the requirements of the Law or related regulations or any other environmental law or regulation, DRA may at its election, but without the obligation so to do, give such notices and/or cause such work to be performed at the Property and/or take any and all other actions as DRA shall deem necessary or advisable in order to remedy said spill or hazardous substance or cure said failure of compliance and any amounts paid as a result thereof, together with interest thereon at the legal rate from the date of payment by DRA shall be due and payable by Awardee to DRA within fifteen (15) business days of demand therefore, and until paid shall be added to and become a part of the indebtedness and shall have the benefit of any lien hereby created as a part thereof.

6. Awardee shall permit any officer, employee or agent of DRA to visit and inspect the Property, examine the books of record and accounts of Awardee, take copies and extracts therefrom, and discuss the application of any Applicable Environmental Laws to the Property with Awardee's officers, consultants and employees, all at such reasonable times and on reasonable notice and as often as DRA may reasonably desire. In addition to this right of inspection, Awardee hereby awards to DRA an easement upon personal servitude of right of use of the Property for environmental inspection. As used in this section, the term "environmental inspection" shall mean any visitation to or inspection of the Property (including obtaining underground soil samples), or interview with Awardee or its consultants or employees, to determine the continuing accuracy of the environmental representations state in this Agreement.

DRA may exercise this right of use at any time during normal business hours of Awardee. The easement shall continue until termination of the transaction provided in the award, and shall automatically be transferred with any transfer of rights under the award.

AWARDER/AWARDEE NOTICE OF TRANSFER OF SERVICING OF AWARD

The servicing of the above-referenced Award will be transferred effective date of signature. Prior to this date, all draw requests should be made to the Delta Regional Authority ("DRA"). After this date, any draw request should be made to the Local Development or Planning District (the "Basic Agency") under the terms of the Award and Memorandum of Agreement. After this date, the Awardee's communications should be made directly to the Basic Agency identified on the signature page.

The Basic Agency shall be responsible for any and all draw request, monitoring and enforcement of the terms and conditions of the Award and other related documents. In addition, the Awardee shall be responsible for complying with any and all terms and conditions required by the Basic Agency. The DRA reserves the right to revoke the duties and responsibilities of the Basic Agency and require that the servicing of the Award be returned to DRA. In the event of such revocation, the Awardee shall be immediately notified.

To answer any questions or inquiries relating to the transfer of servicing, you may contact the DRA by calling Mr. Kemp Morgan, Director of Project Management & Development of DRA, at (662) 624-8600. To answer any questions or inquiries relating to the transfer of servicing or servicing in general, please contact the Basic Agency. The name, address and telephone number of the Basic Agency is as follows:

The transfer of the servicing of the Award does not affect any representation, warranties, terms or conditions of the Awardee set forth in the Award Agreement and/or other documents signed in connection with the Award.

**ACH VENDOR/MISCELLANEOUS PAYMENT
ENROLLMENT FORM**

OMB No. 1510-0056

This form is used for Automated Clearing House (ACH) payments with an addendum record that contains payment-related information processed through the Vendor Express Program. Recipients of these payments should bring this information to the attention of their financial institution when presenting this form for completion. See reverse for additional instructions.

PRIVACY ACT STATEMENT

The following information is provided to comply with the Privacy Act of 1974 (P.L. 93-579). All information collected on this form is required under the provisions of 31 U.S.C. 3322 and 31 CFR 210. This information will be used by the Treasury Department to transmit payment data, by electronic means to vendor's financial institution. Failure to provide the requested information may delay or prevent the receipt of payments through the Automated Clearing House Payment System.

AGENCY INFORMATION

FEDERAL PROGRAM AGENCY Delta Regional		
AGENCY IDENTIFIER:	AGENCY LOCATION CODE (ALC):	ACH FORMAT: ☐ CCD + ☐ CTX
ADDRESS: 236 Sharkey Street, Suite 400		
Clarksdale, MS 38614		
CONTACT PERSON NAME: Emanuel Edmond		TELEPHONE NUMBER: (662) 624-8600
ADDITIONAL INFORMATION:		

PAYEE/COMPANY INFORMATION

NAME	SSN NO. OR TAXPAYER ID NO.
ADDRESS	
CONTACT PERSON NAME:	TELEPHONE NUMBER: ()

FINANCIAL INSTITUTION INFORMATION

NAME:	
ADDRESS:	
ACH COORDINATOR NAME:	TELEPHONE NUMBER: ()
NINE-DIGIT ROUTING TRANSIT NUMBER: _ _ _ _ _	
DEPOSITOR ACCOUNT TITLE:	
DEPOSITOR ACCOUNT NUMBER:	LOCKBOX NUMBER:
TYPE OF ACCOUNT: ☐ CHECKING ☐ SAVINGS ☐ LOCKBOX	
SIGNATURE AND TITLE OF AUTHORIZED OFFICIAL: (Could be the same as ACH Coordinator)	TELEPHONE NUMBER: ()

AUTHORIZED FOR LOCAL REPRODUCTION

SF 3881 (Rev. 2/2003)
Prescribed by Department of Treasury
31 U S C 3322; 31 CFR 210

Instructions for Completing SF 3881 Form

Make three copies of form after completing. Copy 1 is the Agency Copy; copy 2 is the Payee/Company Copy; and copy 3 is the Financial Institution Copy.

1. Agency Information Section - Federal agency prints or types the name and address of the Federal program agency originating the vendor/miscellaneous payment, agency identifier, agency location code, contact person name and telephone number of the agency. Also, the appropriate box for ACH format is checked.
2. Payee/Company Information Section - Payee prints or types the name of the payee/company and address that will receive ACH vendor/miscellaneous payments, social security or taxpayer ID number, and contact person name and telephone number of the payee/company. Payee also verifies depositor account number, account title, and type of account entered by your financial institution in the Financial Institution Information Section.
3. Financial Institution Information Section - Financial institution prints or types the name and address of the payee/company's financial institution who will receive the ACH payment, ACH coordinator name and telephone number, nine-digit routing transit number, depositor (payee/company) account title and account number. Also, the box for type of account is checked, and the signature, title, and telephone number of the appropriate financial institution official are included.

Burden Estimate Statement

The estimated average burden associated with this collection of information is 15 minutes per respondent or recordkeeper, depending on individual circumstances. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Financial Management Service, Facilities Management Division, Property and Supply Branch, Room B-101, 3700 East West Highway, Hyattsville, MD 20782 and the Office of Management and Budget, Paperwork Reduction Project (1510-0056), Washington, DC 20503.

Monitoring & Compliance Agreement

By signing this agreement, the awardee acknowledges and agrees that accountability is vital to the success of DRA investment-projects and for the continued partnerships, with our Local Development Districts (LDD) and to abide by all conditions and safeguards set forth in the DRA Memorandum of Agreement and the associated DRA Compliance Manual. The awardee confirms that if any part of the award shall be held to be invalid, the remaining portions shall remain valid. Furthermore, the awardee documents attest that DRA's Division of Monitoring & Compliance shall reserve the right to access, without hindrance, award related communications, physical sites, financial reports, contracting procedures and any information deemed pertinent, with or without notification.



DELTA REGIONAL AUTHORITY

October 15, 2019,

Dear Jennifer Beck-Walker,
Project: **KY-54140**

Attached separately to this email you will find Delta Regional Authority's (DRA) standard award documents (listed below), which must be agreed to for receipt of the Notice to Proceed. If the terms and conditions in the award documents are acceptable, this page must be signed by the authorized official, notarized and returned to the Basic Agency listed below within 45-days. Additionally, if this project's budget included any other uncommitted source(s) of funding, you will have 6-months from the date of this letter to provide DRA with documentation proving those funds are now authorized for use on this project. Only when all other funds are committed will you receive the Notice to Proceed. If for any reason either of these two milestones are not met, the DRA award could be rescinded.

No project activities shall begin prior to the awardee's receipt of the Notice to Proceed, without prior written approval from DRA. The awardee will be given a maximum of 12-months from the date of the Notice to Proceed to request the first reimbursement of DRA funds. Failure to meet this milestone will also result in the award being rescinded.

1. **Memorandum of Agreement**
2. **Mediation and Arbitration Disclosures**
3. **Arbitration Agreement**
4. **Notice of Basic Agency Transfer**
5. **Environmental Declaration and Indemnity**
6. **Board Resolutions Example**
7. **Automated Clearing House Form (ACH)**

The approved project application details are as follows:

Investment Details:

DRA Investment (LDD Admin Fee Included \$8,155)	\$415,456
Other Public/Project Investment	\$3,100,000
Other Private/Capital Investment	\$0
Total Investment	\$3,515,456

The Basic Agency for this project is identified as:

Purchase Area Development District
1002 Medical Drive
Mayfield, KY 42066
P: (270) 247-7171

If you have any questions or comments regarding these documents or the administration of your project, please address them to Amanda Allen, SEDAP Manager, at aallen@dra.gov.

The awardee affirms this award and the statements and documents produced in the accompanying award application are true and correct. By executing this Award Agreement with DRA, the awardee adopts and ratifies all statements, representations, warranties, covenants, and materials it has submitted to DRA, consents to the award, and agrees to all terms and conditions of this Award Agreement.

Authorized Awardee Signatory

Signature: [Signature]

Print

Name/Title: KAREN MORGAN, Budget Executive

Date: 10/29/2019

Notary Public Seal

Signature: [Signature]

Date: 10/29/19

Kemp Morgan

Director of Project Management and Development

Signature: _____

Date: _____

