

**PORT COMMISSION MINUTES
JULY 21, 2015**

Be it remembered that a recess meeting of the Port Commission of the City of Long Beach, Mississippi, was begun and held at the City Hall Meeting Room, 201 Jeff Davis Avenue, in said City, on Tuesday, July 21, 2015, at 4:00 o'clock p.m., and the same being the time, place, and date fixed by order of the Port Commission recessing the meeting from July 16, 2015.

There were present and in attendance on said Commission and at the meeting the following named persons: Commission President Phil Kies, Vice President Susan Nicolais, Secretary Don Deschenes, Commissioner Vernon Ehlers, John Casey, Barney Hill, Harbormaster Bill Angley, Port Attorney James C. Simpson, Jr., and Deputy City Clerk Stacey Dahl.

Absent the meeting were Commissioners Joseph Yott, Sr., Roger Ladner, and Stan Snodgrass.

There being a quorum present and sufficient to transact the business of this meeting, the following proceedings were had and done.

The meeting was called to order; whereupon the following documents were submitted regarding Blue Ridge Properties, LLC:

- **Assignment of Membership Interest in Blue Ridge Properties, LLC to Welch Family Limited Partnership Five;**
- **Deed of Trust From Blue Ridge Properties, LLC to J. Levens Builders, Inc. providing for the payment of the remaining amount of the construction cost; and**
- **Landlord Estoppel Certificate.**

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ASSIGNMENT OF LIMITED LIABILITY COMPANY UNITS

THIS ASSIGNMENT is made by **JAMES E. LEVENS, III** of Long Beach, Harrison County, Mississippi (hereinafter referred to as the Assignor), and **WELCH FAMILY LIMITED PARTNERSHIP FIVE**, a Maryland limited partnership (hereinafter referred to as the Assignee);

WITNESSETH:

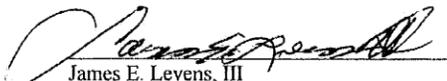
WHEREAS, the Assignor is the sole member of Blue Ridge Properties, LLC, a Mississippi limited liability company (the "Company"); and

WHEREAS, the Assignor desires to sell, convey and assign all membership interest in the Company to the Assignee;

NOW THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged, I, the undersigned **JAMES E. LEVENS, III**, do hereby assign unto **WELCH FAMILY LIMITED PARTNERSHIP FIVE**, all membership interest in Blue Ridge Properties, LLC, a Mississippi limited liability company.

The Grantor represents and warrants that the aforesaid membership interest represent a 100% membership interest in the Company, and that the aforesaid membership interest are free and clear of all liens and encumbrances.

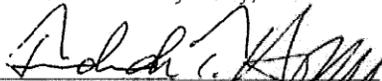
WITNESS my signature on this 16th day of July, 2015.


James E. Levens, III

STATE OF MISSISSIPPI
COUNTY OF HARRISON

This day personally appeared before me, the undersigned notary public in and for the aforesaid county and state, within my jurisdiction, the within-named **JAMES E. LEVENS, III** who acknowledged that he executed the above and foregoing instrument, being an Assignment of limited liability company Interest.

Given under my hand an official seal of office on this 16th day of July, 2015.


Notary Public

My Commission Expires:
4-19-2018



(GP058880.1)

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PREPARED BY AND RETURN TO:
FREDERICK T. HOFF, JR., MSB #2495
JONES WALKER LLP
P.O. Drawer 160
Gulfport, MS 39502
(228) 822-8536
JW #138536-00

GRANTOR'S NAME & ADDRESS:
Welch Family Limited Partnership Five
910 M Street NW, Suite 1130
Washington, DC 20001
Phone: 202-345-1264

GRANTEE'S NAME & ADDRESS:
James E. Levens, III
125 Jeff Davis Avenue
Long Beach, MS 39560
Phone: (228) 863-0303

TRUSTEE'S NAME & ADDRESS:
Frederick T. Hoff, Jr.
JONES WALKER LLP
P.O. Drawer 160
Gulfport, MS 39502
Phone: (228) 822-8536

INDEX: Leasehold interest in land leased from Long Beach Port Commission located in part of the SE ¼ of Section 13, Township 8 South, Range 12 West, First Judicial District of Harrison County, MS.

**STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT**

LAND DEED OF TRUST

THIS INDENTURE, made and entered into this day by and between **BLUE RIDGE PROPERTIES, LLC**, a Mississippi limited liability company, as Grantor (herein designated as "Debtor"), and **FREDERICK T. HOFF, JR.**, as Trustee, and **J. LEVENS BUILDERS, INC.**, a Mississippi business corporation, as Beneficiary (herein designated as "Secured Party"):

WITNESSETH:

WHEREAS, Debtor is indebted to Secured Party in the full sum of **Two Million One Hundred Sixty Thousand and No/100 Dollars (\$2,160,000.00)**, evidenced by one (1) promissory note of even date herewith in favor of Secured Party, bearing interest from the date of said note at the rate specified in the note of **6 percent (6%) per annum**,

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compounded monthly, providing for payment of attorney's fees for collection if not paid according to the terms thereof and being due and payable as set forth below:

Debtor shall pay to the Secured Party the principal sum of **Two Million One Hundred Sixty Thousand and No/100 Dollars (\$2,160,000.00)**, together with interest thereon at the rate of **six percent (6%) per annum, compounded monthly**, after date until paid, both principal and interest being payable on July 15, 2017, if not sooner paid. Each payment on this note shall be first applied to the unpaid interest accrued to the date thereof and the balance shall be applied to the reduction of principal. The final maturity date of this note, if not sooner paid, is July 15, 2017.

WHEREAS, Debtor desires to secure prompt payment of (a) the indebtedness described above according to its terms and any extensions thereof and (b) any advances with interest which Secured Party may make to protect the property herein conveyed as provided in Paragraphs 1 and 2 (all being herein referred to as the "Indebtedness").

NOW, THEREFORE, in consideration of the Indebtedness herein recited, Debtor hereby conveys and warrants unto Trustee the leasehold interest in land leased from the Long Beach Port Commission situated in the First Judicial District of Harrison County, Mississippi, more particularly described as follows, to-wit:

Exhibit "A" attached hereto and made a part hereof by this reference.

together with all improvements and appurtenances now or hereafter erected on, and all fixtures of any and every description now or hereafter attached to, said land (all being herein referred to as the "Property").

THIS CONVEYANCE, HOWEVER, IS IN TRUST to secure prompt payment of all indebtedness due by Debtor to Secured Party under the provisions of this Deed of Trust. If Debtor shall pay said Indebtedness promptly when due and shall perform all covenants made by Debtor, then this conveyance shall be void and of no effect. If Debtor shall be in default as provided in Paragraph 10, then, in that event, the entire indebtedness, together with all interest accrued thereon, shall, at the option of Secured Party, be and become at once due and payable without notice to Debtor, and Trustee shall, at the request of Secured Party, sell the Property conveyed, or a sufficiency thereof, to satisfy the Indebtedness at public outcry to the highest bidder for cash. Sale of the property shall be advertised for three (3) consecutive weeks preceding the sale in a newspaper published in the county where the Property is situated, or if none is so published, then in some newspaper having a general circulation therein, and by posting a notice for the same time at the courthouse of the same county. The notice and advertisement shall disclose the names of the original debtors in this Deed of Trust. Debtor waives the provisions of Section 89-1-55 of the Mississippi Code of 1972, as amended, if any, as far as this section restricts the right of Trustee to offer at sale more than 160 acres at a time and Trustee may offer the property herein conveyed as a whole,

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regardless of how it is described.

If the Property is situated in two or more counties, or in two judicial districts of the same county, Trustee shall have full power to select in which county, or judicial district, the sale of the property is to be made, newspaper advertisement published and notice of sale posted, and Trustee's selection shall be binding upon Debtor and Secured Party. Should Secured Party be a corporation or an unincorporated association, then any officer thereof may declare Debtor to be in default as provided in Paragraph 10 and request Trustee to sell the Property. Secured Party shall have the same right to purchase the property at the foreclosure sale as would a purchaser who is not a party to this Deed of Trust.

From the proceeds of the sale Trustee shall first pay all costs of the sale including compensation to Trustee of ten percent of the sale proceeds; then the Indebtedness due Secured Party by Debtor, including accrued interest and attorney's fees due for collection of the debt; and then, lastly, any balance remaining to Debtor.

IT IS AGREED that this conveyance is made subject to the covenants, stipulations and conditions set forth below which shall be binding upon all parties hereto.

1. Debtor shall keep all improvements on the land herein conveyed insured against fire, all hazards included within the term "extended coverage", flood in areas designated by the U. S. Department of Housing and Urban Development as being subject to overflow and such other hazards as Secured Party may reasonably require in such amounts as Debtor may determine but for not less than the Indebtedness secured by this Deed of Trust. All policies shall be written by reliable insurance companies acceptable to Secured Party, shall include standard loss payable clauses in favor of Secured Party and shall be delivered to Secured Party. Debtor shall promptly pay when due all premiums charged for such insurance, and shall furnish Secured Party the premium receipts for inspection. Upon Debtor's failure to pay the premiums, Secured Party shall have the right, but not the obligation, to pay such premiums. In the event of a loss covered by the insurance in force, Debtor shall promptly notify Secured Party who may make proof of loss if timely proof is not made by Debtor. All loss payments shall be made directly to Secured Party as loss payee who may either apply the proceeds to the repair or restoration of the damaged improvements or to the indebtedness of Debtor, or release such proceeds in whole or in part to Debtor.

2. Debtor shall pay all taxes and assessments, general or special, levied against the Property or upon the interest of Trustee or Secured Party therein, during the term of this Deed of Trust before such taxes or assessments become delinquent, and shall furnish Secured Party the tax receipts for inspection. Should Debtor fail to pay all taxes and assessments when due, Secured Party shall have the right, but not the obligation, to make these payments.

3. Debtor shall keep the Property in good repair and shall not permit or

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commit waste, impairment or deterioration thereof. Debtor shall use the Property for lawful purposes only. Secured Party may make or arrange to be made entries upon and inspections of the Property after first giving Debtor notice prior to any inspections specifying a just cause related to Secured Party's interest in the Property. Secured Party shall have the right, but not the obligation, to cause needed repairs to be made to the Property after first affording Debtor a reasonable opportunity to make the repairs.

4. Any sums advanced by Secured Party for insurance, taxes, repairs or to cure any default under the Primary Indebtedness as provided in Paragraphs 1, 2, and 3 shall be secured by this Deed of Trust as advances made to protect the Property and shall be payable by Debtor to Secured Party, with interest at the rate specified in the note representing the primary indebtedness, within thirty (30) days following written demand for payment sent by Secured Party to Debtor by certified mail. Receipts for insurance premiums, taxes and repair or construction costs for which Secured Party has made payment shall serve as conclusive evidence thereof.

5. As additional security, Debtor hereby assigns to Secured Party all rents accruing on the Property. Debtor shall have the right to collect and retain the rents as long as Debtor is not in default as provided in Paragraph 9. In the event of default, Secured Party in person, by an agent or by a judicially appointed receiver shall be entitled to enter upon, take possession of and manage the Property and collect the rents. All rents so collected shall be applied first to the costs of managing the Property and collecting the rents, including fees for a receiver and an attorney, commissions to rental agents, repairs and other necessary related expenses and then to payments on the indebtedness.

6. If all or any part of the Property, or any interest therein, is sold or transferred by Debtor, excluding (a) the creation of a lien subordinate to this Deed of Trust, (b) a transfer by devise, by descent or by operation of law upon the death of a joint owner, or (c) the grant of a leasehold interest of three years or less not containing an option to purchase, Secured Party may declare all the Indebtedness to be immediately due and payable. Secured Party shall be deemed to have waived such option to accelerate if, prior or subsequent to the sale or transfer, Secured Party and Debtor's successor in interest reach an agreement in writing that the credit of such successor in interest is satisfactory to Secured Party and that the successor in interest will assume the Indebtedness so as to become personally liable for the payment thereof. Upon Debtor's successor in interest executing a written assumption agreement accepted in writing by Secured Party, Secured Party shall release Debtor from all obligations under the Deed of Trust and the Indebtedness.

If the conditions resulting in a waiver of the option to accelerate are not satisfied, and if Secured Party elects not to exercise such option, then any extension or modification of the terms of repayment from time to time by Secured Party shall not operate to release Debtor or Debtor's successor in interest from any liability imposed by this Deed of Trust or by the Indebtedness.

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If Secured Party elects to exercise the option to accelerate, Secured Party shall send Debtor notice of acceleration by certified mail. Such notice shall provide a period of thirty days from the date of mailing within which Debtor may pay the Indebtedness in full. If Debtor fails to pay such Indebtedness prior to the expiration of thirty days, Secured Party may, without further notice to Debtor, invoke any remedies set forth in this Deed of Trust.

7. Debtor shall be in default under the provisions of this Deed of Trust if Debtor (a) shall fail to comply with any of Debtor's covenants or obligations contained herein, (b) shall fail to pay any of the Indebtedness secured hereby, or any installment thereof or interest thereon, as such Indebtedness, installment or interest shall be due by contractual agreement or by acceleration, (c) shall become bankrupt or insolvent or be placed in receivership, (d) shall, if a corporation, a partnership, a limited liability company or an unincorporated association be dissolved voluntarily or involuntarily, or (e) if Secured Party in good faith deems itself insecure and its prospect of repayment seriously impaired.

8. Secured Party may at any time, without giving formal notice to the original or any successor Trustee, or to Debtor, and without regard to the willingness or inability of any such Trustee to execute this trust, appoint another person or succession of persons to act as Trustee, and such appointee in the execution of this trust shall have all the powers vested in and obligations imposed upon Trustee. Should Secured Party be a corporation or an unincorporated association, then any officer thereof may make such appointment.

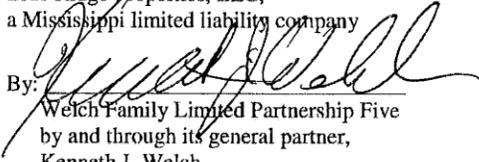
9. Each privilege, option or remedy provided in this Deed of Trust to Secured Party is distinct from every other privilege, option or remedy contained herein or afforded by law or equity, and may be exercised independently, concurrently, cumulatively or successively by Secured Party or by any other owner or holder of the Indebtedness. Forbearance by Secured Party in exercising any privilege, option or remedy after the right to do so has accrued shall not constitute a waiver of Secured Party's right to exercise such privilege, option or remedy in the event of any subsequent accrual.

10. The words "Debtor" or "Secured Party" shall each embrace one individual, two or more individuals, a corporation, a partnership or an unincorporated association, depending on the recital herein of the parties to this Deed of Trust. The covenants herein contained shall bind, and the benefits herein provided shall inure to, the respective legal or personal representatives, successors or assigns of the parties hereto subject to the provisions of Paragraph 7. If there be more than one Debtor, then Debtor's obligations shall be joint and several. Whenever in this Deed of Trust the context so requires, the singular shall include the plural and the plural the singular. Notices required herein from Secured Party to Debtor shall be sent to the address of Debtor shown in this Deed of Trust.

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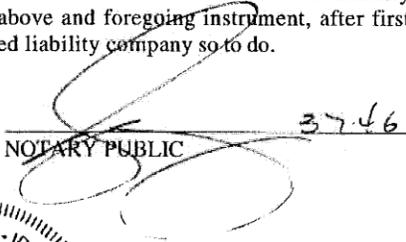
11. This Indenture in no way modifies or relieves any obligation of Debtor or any other party under the lease agreement referenced in Exhibit A with the City of Long Beach and Long Beach Port Commission as Landlord. Debtor's obligations thereunder, specifically including but not limited to Debtor's duties to pay rent, to keep the premises insured and have Landlord named as a co-insured on all insurance policies, and consistent with the terms and conditions of such lease agreement, all other requirements of Debtor thereunder continue and are in no way reduced or subordinated to the rights granted hereunder to Secured Party.

IN WITNESS WHEREOF, Debtor has executed this Deed of Trust on the 16th day of July, 2015.

Blue Ridge Properties, LLC,
a Mississippi limited liability company
By: 
Welch Family Limited Partnership Five
by and through its general partner,
Kenneth J. Welch
Member

STATE OF Louisiana
COUNTY OF Jefferson

Personally appeared before me, the undersigned authority in and for the said county and state, on this 16th day of July, 2015, within my jurisdiction, the within named Kenneth J. Welch, who acknowledged to me that he is the general partner in Welch Family Limited Partnership Five, which is the sole member of Blue Ridge Properties, LLC, and that in that capacity, and for and on behalf of Blue Ridge Properties, LLC, and as the act and deed of said limited liability company, he executed and delivered the above and foregoing instrument, after first having been duly authorized by said limited liability company so to do.


NOTARY PUBLIC 37461

My Commission Expires:

Death



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**Exhibit "A"
Legal Description**

The leasehold interest of Blue Ridge Properties, LLC, as Lessee, as set forth in that certain Amended and Restated Lease Agreement by and between the Long Beach Port Commission, as Lessor, and Blue Ridge Properties, LLC, as Lessee, effective February 11, 2010, as subsequently amended, in the real property more particularly described as follows, to-wit:

LEGAL DESCRIPTION: PARCEL "A"

A parcel of land situated and being located in Township 8 South, Range 12 West, City of Long Beach, First Judicial District of Harrison County, Mississippi; and being more particularly described as follows:

Commence at the intersection of the Northerly right-of-way of U. S. Highway 90 with the Westerly right-of-way of Cleveland Avenue; thence S 27°48'50" E 198.80 feet along the Southerly projection of said Westerly right-of-way of Cleveland Avenue; thence S 69°40'50" W 358.03 feet to an iron rod located at the Northeast corner of property to the Long Beach Yacht Club; thence S 28°11'35" E 241.46 feet along the Easterly line of property to the Long Beach Yacht Club, to the Point of Beginning; thence N 83°07'35" E 345.43 feet; thence S 85°33'50" E 13.09 feet; thence S 53°24'50" E 15.65 feet; thence S 28°13'10" E 55.44 feet; thence S 14°12'10" E 15.72 feet; thence S 16°14'15" W 15.82 feet; thence S 61°25'40" W 31.07 feet to the mean high water line of the Long Beach Small Craft Harbor; thence Northwesterly and Westerly along the meandering mean high water line of said Long Beach Small Craft Harbor the following eight courses, N 50°29'50" W 31.74 feet; N 67°11'30" W 22.74 feet; N 82°56'10" W 49.11 feet; N 88°05'10" W 49.50 feet; S 89°32'00" W 49.78 feet; S 84°51'05" W 49.86 feet; S 78°34'50" W 48.51 feet; S 71°54'00" W 48.66 feet to the intersection with the Easterly line of property to the Long Beach Yacht Club; thence N 28°11'35" W 63.58 feet along said Easterly line of property to the Long Beach Yacht Club, to the said Point of Beginning.

LESS & EXCEPT the following described parcel:

A parcel of land situated and being located in Township 8 South, Range 12 West, City of Long Beach, First Judicial District of Harrison County, Mississippi and being more particularly described as follows, to-wit:

Commencing at the intersection of the northerly right-of-way of U. S. Highway 90 / Beach Boulevard with the westerly right-of-way of Cleveland Avenue; thence run South 27 degrees 48 minutes 50 seconds East 198.80 feet along the southerly projection of the westerly right-of-way of Cleveland Avenue; thence run South 69 degrees 40 minutes 50 seconds West 358.03 feet to the Northeast corner of property of Long Beach Yacht Club; thence run South 28 degrees 11 minutes 35 seconds East 241.46 feet along the east line of

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Long Beach Yacht Club to the Point of Beginning of the parcel herein described; thence run North 83 degrees 07 minutes 35 seconds East 32.20 feet; thence run South 28 degrees 11 minutes 35 seconds East 57.22 feet to a point on the mean high water line of Long Beach Small Craft Harbor; thence run Southwesterly along the meandering mean high water line of Long Beach Small Craft Harbor to a point being South 71 degrees 54 minutes 00 seconds West 30.47 feet from the aforementioned point, said point also being the Southeast corner of Long Beach Yacht Club; thence run North 28 degrees 11 minutes 35 seconds West 63.58 feet along the east line of Long Beach Yacht Club to the Point of Beginning.

ALSO LESS & EXCEPT the following described parcel:

A parcel of land situated and being located in Township 8 South, Range 12 West, City of Long Beach, First Judicial District of Harrison County, Mississippi; and being more particularly described as follows:

Commencing at the intersection of the northerly right-of-way of U.S. Highway 90 with the westerly right-of-way of Cleveland Avenue; thence S 27°48'50" E 198.80 feet along a southerly projection of said westerly right-of-way of Cleveland Avenue; thence S 69°40'50" W 358.03 feet to an iron rod located at the northeast corner of property to the Long Beach Yacht Club; thence S 28°11'35" E 241.46 feet along the easterly line of property to the Long Beach Yacht Club; thence N 83°07'35" E 345.43 feet; thence S 85°33'50" E 13.09 feet; thence S 53°24'50" E 15.65 feet; thence S 28°13'10" E 22.00 feet, to the Point of Beginning; thence continue S 28°13'10" E 33.44 feet; thence S 14°12'10" E 15.72 feet; thence S 16°14'15" W 15.82 feet; thence S 61°25'40" W 31.07 feet to the mean high water line of the Long Beach Small Craft Harbor; thence northwesterly and westerly along the meandering mean high water line of said Long Beach Small Craft Harbor, N 50°29'50" W 19.74 feet; thence N 05°56'32" E 50.65 feet, to the northeast corner of an existing building; thence N 61°46'50" E 25.00 feet, to the said Point of Beginning. Said parcel of land contains 0.055 acre, more or less.

LEGAL DESCRIPTION: PARCEL "B"

A parcel of land situated and being located within property of the Long Beach Port Commission, Township 8 South, Range 12 West, City of Long Beach, First Judicial District of Harrison County, Mississippi; and being more particularly described as follows:

Beginning at the Northeast corner of property leased to the Long Beach Yacht Club, Inc. (Deed Book 952, page 146), said point having Grid Coordinates of North 307813.39 and East 886279.37 of the Mississippi State Plane Coordinate System, East Zone, NAD '83; thence run South 27 degrees 59 minutes 30 seconds East 241.46 feet along the easterly boundary of Long Beach Yacht Club, Inc. to the north line of a 30 foot Less & Except parcel to Long Beach Port Commission; thence run North 83 degrees 19 minutes 40 seconds East 32.20 feet along the north line of said 30 foot Less & Except parcel to Long

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Beach Port Commission to the Northwest corner of CJSII, Inc. Lease Parcel; thence continue North 83 degrees 19 minutes 40 seconds East 43.92 feet along the north line of CJSII, Inc. Lease Parcel; thence run North 28 degrees 01 minutes 39 seconds West 305.56 feet to the north line of the concrete seawall and the southerly right-of-way of U. S. Highway 90 / Beach Boulevard; thence run South 69 degrees 44 minutes 29 seconds West 37.65 feet along the north line of the concrete seawall and the southerly right-of-way of U. S. Highway 90 / Beach Boulevard; thence run South 72 degrees 46 minutes 45 seconds West 34.01 feet along the north line of the concrete seawall and the southerly right-of-way of U. S. Highway 90 / Beach Boulevard; thence run South 27 degrees 59 minutes 30 seconds East 47.84 feet to the Point of Beginning. Containing 21,028 square feet.

LEGAL DESCRIPTION: PARCEL "C"

A parcel of land situated and being located within property of the Long Beach Port Commission, Township 8 South, Range 12 West, City of Long Beach, First Judicial District of Harrison County, Mississippi; and being more particularly described as follows:

Commencing at the Northeast corner of property leased to the Long Beach Yacht Club, Inc. (Deed Book 952, page 146), said point having Grid Coordinates of North 307813.39 and East 886279.37 of the Mississippi State Plane Coordinate System, East Zone, NAD '83; thence run North 27 degrees 59 minutes 30 seconds West 47.84 feet to the north line of the concrete seawall and the southerly right-of-way of U. S. Highway 90 / Beach Boulevard; thence run North 72 degrees 46 minutes 45 seconds East 34.01 feet along the north line of the concrete seawall and the southerly right-of-way of U. S. Highway 90 / Beach Boulevard; thence run North 69 degrees 44 minutes 29 seconds East 37.65 feet along the north line of the concrete seawall and the southerly right-of-way of U. S. Highway 90 / Beach Boulevard to the Point of Beginning of the parcel herein described; thence continue from said Point of Beginning, the following courses and distances along the north line of the concrete seawall and the southerly right-of-way of U. S. Highway 90 / Beach Boulevard: North 69 degrees 44 minutes 29 seconds East 109.37 feet; North 69 degrees 13 minutes 31 seconds East 48.50 feet; North 68 degrees 02 minutes 52 seconds East 50.10 feet; North 67 degrees 05 minutes 54 seconds East 55.89 feet; North 65 degrees 54 minutes 33 seconds East 7.29 feet to the westerly margin of the harbor roadway, being a southerly extension of Cleveland Avenue; thence run South 27 degrees 59 minutes 24 seconds East 48.78 feet along the westerly margin of said roadway; thence run South 28 degrees 34 minutes 28 seconds East 72.01 feet along the westerly margin of said roadway to a point on the northerly margin of an asphalt driveway, said point being on a curve concave to the North having a radius of 165.94 feet; thence run generally Westerly 85.09 feet along the northerly margin of an asphalt driveway and along said curve through an angle of 29 degrees 22 minutes 49 seconds to a point that is South 63 degrees 34 minutes 29 seconds West 84.16 feet from the aforementioned point and said point being on a curve concave to the North having a radius of 162.63 feet; thence run generally Westerly 63.51 feet along the northerly margin of an asphalt driveway and

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along said curve through an angle of 22 degrees 22 minutes 36 seconds to a point that is South 88 degrees 56 minutes 49 seconds West 63.11 feet from the aforementioned point; thence run North 76 degrees 34 minutes 46 seconds West 57.71 feet along the northerly margin of an asphalt driveway; thence run North 77 degrees 29 minutes 21 seconds West 34.28 feet along the northerly margin of an asphalt driveway to a point, said point being on a curve concave to the South having a radius of 258.87 feet; thence run generally Westerly 71.38 feet along the northerly margin of an asphalt driveway and along said curve through an angle of 15 degrees 47 minutes 56 seconds to a point that is North 85 degrees 49 minutes 14 seconds West 71.16 feet from the aforementioned point; thence run North 28 degrees 01 minutes 39 seconds West 23.10 feet to the Point of Beginning. Containing 24,792 square feet.

LEGAL DESCRIPTION: INGRESS-EGRESS EASEMENT

A parcel of land situated and being located within property of the Long Beach Port Commission, Township 8 South, Range 12 West, City of Long Beach, First Judicial District of Harrison County, Mississippi; and being more particularly described as follows:

Commencing at the Northeast corner of property leased to the Long Beach Yacht Club, Inc. (Deed Book 952, page 146), said point having Grid Coordinates of North 307813.39 and East 886279.37 of the Mississippi State Plane Coordinate System, East Zone, NAD '83; thence run North 27 degrees 59 minutes 30 seconds West 11.83 feet to a point on the southerly margin of an asphalt driveway for the Point of Beginning of the parcel herein described; thence continue from said Point of Beginning, North 27 degrees 59 minutes 30 seconds West 20.74 feet to a point on the northerly margin of said asphalt driveway, said point being on a curve concave to the South and having a radius of 723.58 feet; thence run Easterly 55.76 feet along the northerly margin of said asphalt driveway and along said curve through an angle of 04 degrees 24 minutes 55 seconds to a point that is North 74 degrees 59 minutes 13 seconds East 55.75 feet from the aforementioned point and said point being on a curve concave to the South having a radius of 258.87 feet; thence run Easterly 17.75 feet along the northerly margin of said asphalt driveway and along said curve through an angle of 03 degrees 55 minutes 41 seconds to a point that is North 84 degrees 18 minutes 58 seconds East 17.74 feet from the aforementioned point; thence run South 28 degrees 01 minutes 39 seconds East 22.85 feet to a point on the southerly margin of said asphalt driveway, said point being on a curve concave to the South and having a radius of 115.96 feet; thence run Westerly 27.48 feet along the southerly margin of said asphalt driveway and along said curve through an angle of 13 degrees 34 minutes 50 seconds to a point that is South 85 degrees 17 minutes 28 seconds West 27.42 feet from the aforementioned point and said point being on a curve concave to the South having a radius of 384.73 feet; thence run Westerly 46.79 feet along the southerly margin of said asphalt driveway and along said curve through an angle of 06 degrees 58 minutes 07 seconds to a point that is South 75 degrees 00 minutes 59 seconds West 46.77 feet from the aforementioned point for the Point of Beginning. Containing 1,492 square feet.

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LANDLORD ESTOPPEL CERTIFICATE

The undersigned, **LONG BEACH PORT COMMISSION**, an agency of the City of Long Beach, Mississippi ("**Landlord**"), hereby certifies to **WELCH FAMILY LIMITED PARTNERSHIP FIVE**, a Maryland limited partnership ("**Proposed Purchaser**"); **JAMES E. LEVENS, III**, an adult resident of Harrison County ("**Current Member**"), Mississippi; **BLUE RIDGE PROPERTIES, LLC**, a Mississippi limited liability company ("**Tenant**" or "**Borrower**"), and **J. LEVENS BUILDERS, INC.**, a Mississippi business corporation, (as "**Lender**") as follows:

1. The undersigned is the Landlord under that certain Amended and Restated Lease Agreement, dated February 11, 2010, which has been amended and extended, (collectively referred to as "Lease") with Lessee for rental of certain land located on the north side of the Long Beach Harbor bearing the municipal address 217 East Beach Boulevard, Long Beach, Mississippi, and more particularly described in Exhibit "A" attached hereto ("**Property**").

2. Landlord is giving this Certificate in connection with the proposed sale and assignment of all membership interest in Lessee from the Current Member to the Proposed Purchaser, and in connection with the loan from Lender to Borrower of a portion of the construction cost for the improvements to the leasehold estate.

3. A true and correct copy of the original Amended and Restated Lease Agreement dated February 11, 2010, the seven amendments to the Lease, the Lessee's notice of extension of the initial term of the Lease, and Landlord's acceptance of the extension of the initial term of the Lease, have all been attached hereto as Exhibit "B".

4. The Lease is in full force and effect and there are no defaults thereunder or any conditions with only the passage of time or giving of notice or both would become a default under the terms of said Lease.

5. All rent and other monetary obligations, if any, due and currently payable under the terms of the Lease have been paid.

6. There are no escrow deposits or other deposits held by Landlord pursuant to the Lease.

7. As of the date of this Certificate, there are no outstanding notices of default of any kind or nature, and Lessee has performed all obligations under the terms of the Lease.

8. This Certificate may be relied upon and inure to the benefit of Proposed Purchaser and the Lender, and their agents and its successors and assigns.

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9. Landlord may be estopped from denying any factual matters certified in this Certificate (subject to limitations set forth above regarding knowledge), but Lessee shall not be liable to any party for damages (whether direct, indirect, special or consequential) resulting from any statement contained herein.

10. Nothing in this Estoppel Certificate modifies the Lease or any of its terms, and the person executing this Estoppel Certificate is not authorized to modify the Lease in any manner by execution of this Estoppel Certificate.

IN WITNESS WHEREOF, the Long Beach Port Commission, by and through its Chairperson, has caused this Certificate to be issued, for and on its behalf and as its act and deed, on this the 21 of July, 2015, pursuant to resolutions adopted by the Long Beach Port Commission on July 21, 2015.

Long Beach Port Commission



Phil Kies, President

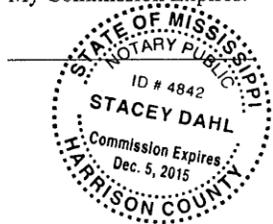
STATE OF MISSISSIPPI
COUNTY OF HARRISON

Personally appeared before me, the undersigned authority in and for the said county and state, on this the 21 day of July, 2015, within my jurisdiction, the within named Phil Kies, who acknowledged to me that he is the President of the Long Beach Port Commission, and in his representative capacity as President, for and on behalf of the Long Beach Port Commission, and as the act and deed of said Commission, he executed and delivered the above and foregoing instrument, after first having been duly authorized by said Commission so to do.



Notary Public

My Commission Expires:



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Exhibit "A"

Legal Description

LEGAL DESCRIPTION: PARCEL "A"

A parcel of land situated and being located in Township 8 South, Range 12 West, City of Long Beach, First Judicial District of Harrison County, Mississippi; and being more particularly described as follows:

Commence at the intersection of the Northerly right-of-way of U. S. Highway 90 with the Westerly right-of-way of Cleveland Avenue; thence S 27°48'50" E 198.80 feet along the Southerly projection of said Westerly right-of-way of Cleveland Avenue; thence S 69°40'50" W 358.03 feet to an iron rod located at the Northeast corner of property to the Long Beach Yacht Club; thence S 28°11'35" E 241.46 feet along the Easterly line of property to the Long Beach Yacht Club, to the Point of Beginning; thence N 83°07'35" E 345.43 feet; thence S 85°33'50" E 13.09 feet; thence S 53°24'50" E 15.65 feet; thence S 28°13'10" E 55.44 feet; thence S 14°12'10" E 15.72 feet; thence S 16°14'15" W 15.82 feet; thence S 61°25'40" W 31.07 feet to the mean high water line of the Long Beach Small Craft Harbor; thence Northwesterly and Westerly along the meandering mean high water line of said Long Beach Small Craft Harbor the following eight courses, N 50°29'50" W 31.74 feet; N 67°11'30" W 22.74 feet; N 82°56'10" W 49.11 feet; N 88°05'10" W 49.50 feet; S 89°32'00" W 49.78 feet; S 84°51'05" W 49.86 feet; S 78°34'50" W 48.51 feet; S 71°54'00" W 48.66 feet to the intersection with the Easterly line of property to the Long Beach Yacht Club; thence N 28°11'35" W 63.58 feet along said Easterly line of property to the Long Beach Yacht Club, to the said Point of Beginning.

LESS & EXCEPT the following described parcel:

A parcel of land situated and being located in Township 8 South, Range 12 West, City of Long Beach, First Judicial District of Harrison County, Mississippi and being more particularly described as follows, to-wit:

Commencing at the intersection of the northerly right-of-way of U. S. Highway 90 / Beach Boulevard with the westerly right-of-way of Cleveland Avenue; thence run South 27 degrees 48 minutes 50 seconds East 198.80 feet along the southerly projection of the westerly right-of-way of Cleveland Avenue; thence run South 69 degrees 40 minutes 50 seconds West 358.03 feet to the Northeast corner of property of Long Beach Yacht Club; thence run South 28 degrees 11 minutes 35 seconds East 241.46 feet along the east line of Long Beach Yacht Club to the Point of Beginning of the parcel herein described; thence run North 83 degrees 07 minutes 35 seconds East 32.20 feet; thence run South 28 degrees 11 minutes 35 seconds East 57.22 feet to a point on the mean high water line of Long Beach Small Craft Harbor; thence run Southwesterly along the meandering mean high

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water line of Long Beach Small Craft Harbor to a point being South 71 degrees 54 minutes 00 seconds West 30.47 feet from the aforementioned point, said point also being the Southeast corner of Long Beach Yacht Club; thence run North 28 degrees 11 minutes 35 seconds West 63.58 feet along the east line of Long Beach Yacht Club to the Point of Beginning.

ALSO LESS & EXCEPT the following described parcel:

A parcel of land situated and being located in Township 8 South, Range 12 West, City of Long Beach, First Judicial District of Harrison County, Mississippi; and being more particularly described as follows:

Commencing at the intersection of the northerly right-of-way of U.S. Highway 90 with the westerly right-of-way of Cleveland Avenue; thence S 27°48'50" E 198.80 feet along a southerly projection of said westerly right-of-way of Cleveland Avenue; thence S 69°40'50" W 358.03 feet to an iron rod located at the northeast corner of property to the Long Beach Yacht Club; thence S 28°11'35" E 241.46 feet along the easterly line of property to the Long Beach Yacht Club; thence N 83°07'35" E 345.43 feet; thence S 85°33'50" E 13.09 feet; thence S 53°24'50" E 15.65 feet; thence S 28°13'10" E 22.00 feet, to the Point of Beginning; thence continue S 28°13'10" E 33.44 feet; thence S 14°12'10" E 15.72 feet; thence S 16°14'15" W 15.82 feet; thence S 61°25'40" W 31.07 feet to the mean high water line of the Long Beach Small Craft Harbor; thence northwesterly and westerly along the meandering mean high water line of said Long Beach Small Craft Harbor, N 50°29'50" W 19.74 feet; thence N 05°56'32" E 50.65 feet, to the northeast corner of an existing building; thence N 61°46'50" E 25.00 feet, to the said Point of Beginning. Said parcel of land contains 0.055 acre, more or less.

LEGAL DESCRIPTION: PARCEL "B"

A parcel of land situated and being located within property of the Long Beach Port Commission, Township 8 South, Range 12 West, City of Long Beach, First Judicial District of Harrison County, Mississippi; and being more particularly described as follows:

Beginning at the Northeast corner of property leased to the Long Beach Yacht Club, Inc. (Deed Book 952, page 146), said point having Grid Coordinates of North 307813.39 and East 886279.37 of the Mississippi State Plane Coordinate System, East Zone, NAD '83; thence run South 27 degrees 59 minutes 30 seconds East 241.46 feet along the easterly boundary of Long Beach Yacht Club, Inc. to the north line of a 30 foot Less & Except parcel to Long Beach Port Commission; thence run North 83 degrees 19 minutes 40 seconds East 32.20 feet along the north line of said 30 foot Less & Except parcel to Long Beach Port Commission to the Northwest corner of CJSII, Inc. Lease Parcel; thence continue North 83 degrees 19 minutes 40 seconds East 43.92 feet along the north line of CJSII, Inc. Lease Parcel; thence run North 28 degrees 01 minutes 39 seconds West

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305.56 feet to the north line of the concrete seawall and the southerly right-of-way of U. S. Highway 90 / Beach Boulevard; thence run South 69 degrees 44 minutes 29 seconds West 37.65 feet along the north line of the concrete seawall and the southerly right-of-way of U. S. Highway 90 / Beach Boulevard; thence run South 72 degrees 46 minutes 45 seconds West 34.01 feet along the north line of the concrete seawall and the southerly right-of-way of U. S. Highway 90 / Beach Boulevard; thence run South 27 degrees 59 minutes 30 seconds East 47.84 feet to the Point of Beginning. Containing 21,028 square feet.

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Exhibit "B"

Lease

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After considerable discussion and review by Attorney Simpson, Commissioner Ehlers made motion seconded by Commissioner Nicolais and unanimously carried to approve the aforesaid documents, contingent upon the removal of all future advance provisions.

There being no further business to come before the Port Commission at this time, Commissioner Nicolais made motion seconded by Commissioner Casey

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and unanimously carried to adjourn until the next regular meeting in due course.

APPROVED:

PHIL KIES, PRESIDENT

DATE

ATTEST:

STACEY DAHL, DEPUTY CITY CLERK