

IN THE CHANCERY COURT OF THE FIRST JUDICIAL DISTRICT
OF HINDS COUNTY, MISSISSIPPI

JACKSON REDEVELOPMENT AUTHORITY,
a public body corporate

PLAINTIFF

v.

CIVIL ACTION NO.: G2013-1691
w/4

WATKINS DEVELOPMENT, LLC, and FARISH
STREET GROUP, LLC

DEFENDANTS

SUMMONS

THE STATE OF MISSISSIPPI

TO: Farish Street Group, LLC
W. David Watkins, Registered Agent
3668 Cavalier Drive
Jackson, MS 39216

THE COMPLAINT WHICH IS ATTACHED TO THIS SUMMONS IS IMPORTANT AND
YOU MUST TAKE IMMEDIATE ACTION TO PROTECT YOUR RIGHTS.

You are required to mail or hand-deliver a written response to the Complaint filed against
you in this action to Mark D. Herbert and Pernila Stimley Brown, Attorneys for Plaintiff, whose
addresses are, respectively, Jones Walker LLP, Post Office Box 427, Jackson, Mississippi
39205-0427 and P. O. Box 24613, Jackson, MS 39225.

Your response must be mailed or delivered within thirty (30) days from the date of
delivery of this Summons and Complaint, or a judgment by default will be entered against you
for the money or things demanded in the Complaint.

You must also file the original of your response with the Clerk of this Court within a
reasonable time afterward.

Issued under my hand and seal of said Court, this 23 day of October 2013.

EDDIE JEAN CARR, CHANCERY CLERK
HINDS COUNTY, MISSISSIPPI

BY: umoton, D.C.



PROOF OF SERVICE – SUMMONS -- (PROCESS SERVER)

Person Served: W. DAVID WATKINS, Registered Agent for Watkins Development, LLC

I, the undersigned process server, served the Summons and Complaint upon the person or entity named above in the manner set forth below:

PERSONAL SERVICE. I personally delivered copies of the Summons and Complaint on the _____ day of October 2013, where I found said person in _____ County, State of Mississippi. At the time of service, I was at least 18 years of age and not a party to this action.

Process Server Information:

Name: _____

Address: _____

State of MISSISSIPPI

County of _____

Personally appeared before me the undersigned authority in and for the state and county aforesaid, the within named _____ who being first by me duly sworn states on oath that the matters and facts set forth in the foregoing "Proof of Service-Summons" are true and correct as therein stated.

Process Server (Signature)

SWORN TO AND SUBSCRIBED BEFORE ME, this the _____ day of October 2013.

My Commission Expires:

Notary Public (Signature)

IN THE CHANCERY COURT OF THE FIRST JUDICIAL DISTRICT
OF HINDS COUNTY, MISSISSIPPI

FILED
OCT 23 2013

EDDIE JEAN CARR, CHANCERY CLERK

BY _____ D.C.

**JACKSON REDEVELOPMENT AUTHORITY,
a public body corporate**

PLAINTIFF

v.

CIVIL ACTION NO.:

60013-1691
w/4

**WATKINS DEVELOPMENT, LLC, and FARISH
STREET GROUP, LLC**

DEFENDANTS

COMPLAINT

COMES NOW, the Jackson Redevelopment Authority (the "JRA") and brings its complaint against Watkins Development, LLC ("Watkins Development") and Farish Street Group, LLC ("FSG") and in support thereof shows unto the Court the following:

PARTIES

1. The JRA is a public body corporate and the urban renewal agency of the City of Jackson, Mississippi.
2. Watkins Development is a Mississippi limited liability which may be served by service upon W. David Watkins, 300 W. Capitol Street, Suite 201, Jackson, Mississippi 39203, or 3668 Cavalier Drive, Jackson, Mississippi 39216.
3. FSG is a Mississippi limited liability company which may be served by service upon David Watkins, Managing Member at 3668 Cavalier Drive, Jackson, Mississippi 39216.

JURISDICTION AND VENUE

4. This Court has jurisdiction of the subject matter of this Complaint pursuant to §9-5-81 Miss Code Ann. (1972) and applicable law.
5. This matter involves real property located in the First Judicial District of Hinds

County and by terms of an Amended and Restated Lease Agreement between the JRA and FSG, venue of any action between them shall be in the County of the location of the Subject Property. Watkins Development has asserted a purported construction lien on the same Subject Property.

FACTS AS TO WATKINS DEVELOPMENT

6. On or about October 7, 2013, Watkins Development, by and through W. David Watkins, its manager, caused to be filed in the Chancery Court of the First Judicial District of Hinds County, Mississippi, a Notice of Construction Lien. A copy of said notice is attached hereto as Exhibit A.

7. The Construction Lien purports to claim a lien “on the structure and real property owned by the JRA (“JRA and/or Owner”), leased to FSG (“Tenant”) pursuant to the Amended and Restated Lease Agreement, the “Amended and Restated Lease dated as of January 10, 2010...” The property upon which a lien is claimed is more specifically described in the Notice of Construction Lien and all such property is owned by the JRA and lies within the City of Jackson, First Judicial District of Hinds County, Mississippi.

8. In its Affidavit of Lien and Mailing attached to the Notice of Construction Lien, Watkins Development asserts that it “supplied equipment, labor, materials, and development services, and otherwise performed work on the Project...”

9. All of the property against which Watkins Development asserts a claim of lien is publically owned property.

10. At no time has the JRA ever had any contract or agreement with Watkins Development. The JRA is not indebted to Watkins Development for any sums whatsoever.

11. Watkins Development does not, and has at no time relevant to this proceeding, possess a Certificate of Responsibility (“Contractor’s License”) from the Mississippi State Board of Contractors.

12. W. David Watkins (“Watkins”) is a member of and the “Manager” of Watkins Development, LLC, is its President and Chief Executive Officer and serves as its registered agent.

13. Watkins, at all times relevant to this proceeding, in his capacity as “Manager”, President and CEO of Watkins Development exercised literal or effective control of that company.

14. Watkins is also a member of and the “Manager” of FSG and serves as its registered agent.

15. Watkins, at all times relevant to this proceeding, in his capacity as “Manager” of FSG exercised literal and effective control of that company.

FACTS AS TO FSG

16. The JRA incorporates the allegations contained in paragraphs 1 through 16 above.

17. By written Amended and Restated Lease Agreement (“Lease”) dated January 27, 2010, the JRA and FSG entered into a lease for the property described therein and which is the subject of this proceeding (the “Subject Property”). A copy of the JRA/FSG Lease is attached hereto as Exhibit B.

18. The premises which were the subject of the Lease are the same premises upon which the Defendant, Watkins Development, now seeks to assert a lien.

19. The Lease was generally intended to allow the development of a commercial, retail and entertainment district, similar to other urban entertainment centers, along Farish Street and related environs in the City of Jackson, Mississippi (the “Farish Street Project”).

20. The Lease provided, among other things:

- a. that the JRA did not consent to the imposition by any party of any liens upon the Subject Property;

- b. that FSG covenanted and agreed that all improvements to the Subject Property would be completed free and clear of all liens and claims of contractors, subcontractors, mechanics, laborers, materialmen and other claimants unless FSG actively contested such liens;
- c. that FSG agreed to protect, indemnify, defend and hold harmless the JRA, and its commissioners, officers, directors, members, shareholders, employees and agents from and against such claims and liens and rights to liens for labor, materials, architects, contractors and subcontractor claims, and fees, claims and expenses incident to the construction and completion of any improvements on the Subject Property.
- d. that the JRA has no construction obligations under the Lease;
- e. that FSG would promptly pay each of its contractors, subcontractors and suppliers to prevent the imposition or assertion of liens on the Subject Property or any interest of FSG or the JRA in the Subject Property;
- f. that nothing in the Lease could be construed as constituting the consent of the JRA or the request of the JRA that any contractor, subcontractor or supplier provide any labor, service or material for any construction, repair or demolition on the Subject Property;
- g. that if FSG used a general contractor to perform work on the project, it would, prior to commencement of the work, require the contractor to execute and deliver to the JRA a waiver and release of lien and such waiver was a condition precedent to the contractor entering on the Subject Property and beginning any construction work;
- h. that FSG would not permit to be done anything which might create a lien

on the Subject Property;

- i. that if any such lien be asserted against the Subject Property, or FSG's leasehold interest, FSG would within 10 days of actual or constructive notice of such lien, either satisfy such lien or provide a bond in a form, content and amount satisfactory to the JRA.

21. The Lease further provided, among other things:

- a. that upon the occurrence of any designated event of default, the JRA had available specific identified remedies immediately, without further demand, notice or notice of intention to exercise those remedies, or opportunity to cure;
- b. that among those remedies are:
 - (i) the right to terminate the Lease by written notice to FSG;
 - (ii) reimbursement to the JRA for any damages suffered as a result of FSG's default, together with interest at the maximum contractual rate, not to exceed 1½ % per month;
 - (iii) liquidated damages in the amount of the Minimum Guaranteed Rentals for each month that any specified parcel shall not open for business as set forth in the Lease;
 - (iv) upon termination of the Lease, until the JRA is able, through reasonable efforts, such efforts being in the sole discretion of the JRA, to re-let the premises, FSG shall pay to the JRA each month, the rentals specified in the Lease;
 - (v) recovery of a reasonable allowance for the JRA's administrative efforts, salaries and overhead attributable, directly or indirectly, to

FSG's default;

- (v) that the JRA may seek injunctive relief to enjoin any breach or threatened breach of any of FSG's covenants, duties or obligations provided in the Lease; and
- (iv) any other remedies provided by law or equity without further demand, notice, notice of intention to exercise the remedy or an opportunity to cure.

22. The Lease further provides:

- a. that FSG shall keep on the Subject Property and at its home office in Jackson, Mississippi, a permanent set of books and records of cash flow and gross revenues and all supporting tax reports and banking records;
- b. that all such records be retained for six years after the end of the tax year to which they relate; and
- c. that all such records shall be subject to inspection and audit by the JRA and its agents at all reasonable times.

23. The Lease further provided a schedule and specific deadlines by which FSG committed to completion of improvements to the Subject Property, the failure of which would constitute a default.

24. FSG utterly failed to live up to these commitments and failed to construct the improvements on the Subject Property by the deadlines it had committed to on January 27, 2010.

25. Prior to September 25, 2013, the JRA gave FSG notice of termination as to certain parcels covered by the Lease because of FSG's failure to meet the deadlines for finalizing the improvements.

26. On September 25, 2013, effective October 5, 2013, the JRA gave FSG notice of its termination of additional parcels, again, for FSG's failure to meet the deadlines for finalizing the improvements on the remaining parcels of the Subject Property. Attached hereto as Exhibit C is the JRA's September 25, 2013 notice of termination.

27. On October 7, 2013, the JRA confirmed its September 25, 2013 termination and gave FSG notice that the Lease was fully and finally terminated. Attached hereto as Exhibit D is the JRA's October 7, 2013 notice of termination.

28. In its October 7, 2013 notice of the termination, the JRA noted that its termination was not a waiver of claims the JRA may have against FSG and was without prejudice to the rights of the JRA to seek recovery of unpaid rents.

29. As of October 5, 2013, FSG no longer possessed any leasehold interest in the Subject Property.

30. On or about October 21, 2012, Ellis Custom Construction, LLC, in direct contravention to the terms of FSG's Lease, filed in the records of the Chancery Court of Hinds County a Notice of Construction Lien asserting a claim of lien against the Subject Property of the JRA in the amount of \$92,468.60. The claim of lien was allegedly for services rendered to FSG. A copy of said Notice of Construction Lien is attached hereto as Exhibit E.

31. Despite actual notice of Ellis Construction's attempt to assert a lien on the Subject Property, FSG, in breach of its obligations under the Lease, has taken no action to comply with its obligations under the Lease to satisfy or expunge the claim of lien.

32. The JRA and its attorneys responded to Ellis Construction's claim of lien and successfully caused it to be removed, all at the cost to the JRA of attorney's fees and administrative costs.

33. On or about October 3, 2013, Dale Partners Architects, P.A., in direct contravention of the terms of FSG's Lease, filed in the records of the Chancery Clerk of Hinds County, Mississippi a Notice of Construction Lien asserting a claim of lien against the Subject Property of the JRA in the amount of \$322,180.26. The claim of lien was allegedly for architectural services rendered to FSG. At no time has the JRA had any contract with Dale Partners with respect to the Subject Property. Despite having actual notice of Dale Partners's assertion of a claim of lien, FSG, in breach of its obligations under the Lease, has taken no action to comply with its obligations under the Lease to satisfy or expunge the claim of lien. On October 3, 2013, Dale Partners filed suit in the Circuit Court of Hinds County seeking to enforce its claim of lien. Dale Partners' names the JRA and FSG, as well as others, as Defendants. Attached hereto as Exhibit F is a copy of the October 3, 2013 Complaint with attached Notice of Construction Lien.

34. As previously noted, on or about October 4, 2013, Watkins Development, in direct contravention of the terms of FSG's Lease, filed in the records of the Chancery Clerk of Hinds County, Mississippi a Notice of Construction Lien asserting a claim of lien against the Subject Property of the JRA in the amount of \$4,757,484.33. This claim of lien was allegedly for construction costs and developer fees owed to Watkins Development by FSG. Despite having actual notice of Watkins Development's claim of lien, FSG has taken no action to comply with its obligation under the Lease to satisfy or expunge the claim of lien.

COUNT ONE
EXPUNGEMENT OF WATKINS DEVELOPMENT'S CONSTRUCTION LIEN

35. The JRA incorporates the allegations contained in paragraphs 1 through 35 above.

36. The purported Construction Lien filed by Watkins Development is void, illegal and invalid.

37. The property of the JRA upon which Watkins Development claims a Construction Lien is public property and any purported claim of lien on such public land is invalid.

38. Section 85-7-131 provides for the filing of a construction lien by “architects, engineers, surveyors, laborers, rented or lease equipment suppliers and materialmen and/or contractors who rendered services and constructed the improvements...” Watkins Development is not a party enumerated by Section 85-7-131 as having a right to file a construction lien in Mississippi.

39. Watkins Development is not licensed as a contractor in the State of Mississippi and Watkins Development may not seek to impose a lien or recover for any alleged monies owed for construction services allegedly performed while it is not.

40. If, as alleged, Watkins Development performed work for FSG, a tenant on the JRA’s property, such a claim of lien fails as such claim is limited to the interest of the tenant and FSG no longer possesses any leasehold interest in the Subject Property and the JRA did not consent to Watkins Development performing any construction work on the Subject Property without a waiver of any claim of lien.

41. All, or substantially all, of Watkins Development’s claims for services allegedly rendered to the Subject Property occurred, if at all, more than one year prior to the assertion of the lien and are thus barred by Section 85-7-141.

42. Pursuant to Section 85-7-201, the JRA is entitled to an expedited hearing and an order of this Court immediately expunging Watkins Development’s purported Construction Lien from the land records of the Chancery Clerk.

43. The JRA is further entitled to recover its costs and reasonable attorney’s fees for the bringing of this action.

COUNT TWO
PENALTY FOR FALSE CONSTRUCTION LIEN AS TO WATKINS DEVELOPMENT

44. The JRA incorporates the allegations contained in paragraphs 1 through 44 above.

45. The filing of the purported Notice of Construction Lien by Watkins Development was false, void, illegal and was knowingly filed by Watkins Development without just cause.

46. Watkins Development was at all relevant times aware that the Subject Property upon which it seeks to impose a construction lien was public property, not subject to being liened.

47. Any construction services allegedly performed by Watkins Development on the Subject Property were performed illegally, without a required certificate of responsibility in violation of the laws and regulations of the Mississippi State Board of Contractors. As such, Watkins Development is prohibited from asserting any action or asserting any lien seeking to recover for the illegal services.

48. The purported Construction Lien was prepared by, sworn to and filed by W. David Watkins who is the Manager of Watkins Development and an attorney licensed to practice and practicing law in the State of Mississippi. As an attorney, member and manager of FSG and Watkins Development, Watkins was aware, or should have been aware, that Watkins Development could not assert a lien on public properties, could not seek to assert a lien or recover monies for unlicensed and illegal construction services, and that Mississippi's lien law grants no lien rights for "development services" as stated in his Affidavit of Lien and Mailing.

49. Watkins falsely asserted in his Affidavit of Lien and Mailing that Watkins Development has continued to perform construction and "development services" with regard to all of the Subject Property described by the Notice of Construction Lien. However, Watkins was aware that a substantial portion of the Subject Property had been terminated from the Lease by

July 2012. Thus, to that extent, Watkins's Affidavit upon which Watkins Development's lien is based is false.

50. Watkins Development is the managing member of FSG, a party to the aforementioned Lease Agreement with the JRA. Watkins is also listed a "Manager" of FSG and Watkins Development in the records of the Secretary of State. Watkins Development was, or should have been, aware that in that Lease FSG covenanted, agreed and represented, among other things:

- a. that the JRA had no construction obligations as to the Subject Property;
- b. that the JRA did not consent to or request any contractor, subcontractor or supplier to provide any labor, services or material for any construction, repair or material for any construction, repair or demolition in, or to the Subject Property;
- c. that the JRA would not be liable for any labor, repair, or demolition on or to the Subject Property;
- d. that FSG would not allow any liens for any such labor, services or materials to attach to or affect the interest of the JRA;
- e. that FSG would require that any contractor or subcontractor performing work or the project would, in advance of and as a condition precedent to performing such work, provide a release and waiver of liens; and
- f. that if any lien was asserted against the Subject Property, FSG would satisfy the same or provide a bond in the form, content and amount determined by the JRA.

51. Pursuant to Section 85-7-201, the JRA is entitled to a judgment against Watkins Development in the amount of the lien sought to be asserted by it against the Subject Property, in

the amount of \$4,757,484.83, plus all of the JRA's costs and reasonable attorney's fees.

**COUNT THREE
ALTERNATIVE: CLOUD ON TITLE AND DAMAGES AS TO WATKINS
DEVELOPMENT**

52. The JRA incorporates the allegations contained in paragraphs 1 through 52 above.

53. Alternatively, the knowing assertion of a false and unjustified claim of lien in the Subject Property of the JRA by Watkins Development constitutes a cloud on the title of the JRA and a slander of its title.

54. If the claim of lien of Watkins Development is not remedied immediately, the JRA will suffer irreparable damages in the form of, among other things, making a rescue effort of the Farish Street project more difficult and costly and delaying or prohibiting even the most rudimentary consideration of the Farish Street project by any other developer.

55. As a direct and proximate result of the knowingly wrongful assertion of a false lien on its property, the JRA has and will be damaged in an amount to be proven at trial.

**COUNT FOUR
PUNITIVE DAMAGES AS TO WATKINS DEVELOPMENT**

56. The JRA incorporates the allegations contained in paragraphs 1 through 56 above.

57. The knowing assertion of a false and wrongful claim of lien against the Subject Property of the JRA by Watkins Development was done with gross negligence or malice, with the intent to coerce the JRA to reverse its termination of FSG.

58. The actions of Watkins Development are of such an egregious nature as to justify the imposition of punitive damages pursuant to §11-1-65 Miss. Code Ann. (1972).

**COUNT FIVE
SPECIFIC PERFORMANCE AS TO FSG: SATISFACTION OR
EXPUNGEMENT OF ALL LIENS**

59. The JRA incorporates the allegations contained in paragraphs 1 through 59 above.

60. Pursuant to its Lease with the JRA, FSG is obligated to satisfy any asserted claim of lien to be satisfied or to provide a bond in a form, content and amount satisfactory to the JRA.

61. Pursuant to its Lease, the JRA is entitled to an expedited hearing and injunctive relief requiring FSG to specifically perform its covenants and obligations under the Lease to satisfy the liens asserted by Ellis Custom Construction, LLC, Dale Partners Architects, P.A. and Watkins Development, or to provide a bond in a form, content and amount satisfactory to the JRA to remove them from the JRA's title to the property.

62. The JRA is entitled to an expedited hearing and an order of this Court directing FSG to immediately cause the claims of liens of Ellis Custom Construction, LLC, Dale Partners Architects, PA and Watkins Development to be either satisfied or bonded in the form, content and amount satisfactory to the JRA.

**COUNT SIX
BREACH OF LEASE AND DAMAGES AS TO FSG**

63. The JRA incorporates the allegations contained in paragraphs 1 through 63 above.

64. Pursuant to its Lease with the JRA, FSG was obligated to pay certain monthly rentals.

65. Prior to the termination of and in breach of the Lease, FSG has failed and refused to pay all rentals that were due and owing to the JRA, the amount of which will be shown at trial, plus interest accruing therein at the rate of 1½ % per month.

66. In addition, pursuant to its Lease with the JRA, and as a result of its breach, FSG became obligated to pay the JRA liquidated damages in the amount per month per parcel of the Guaranteed Minimal Rent set forth in the Lease until such time as the JRA is able, through reasonable efforts, to re-let the Subject Property.

67. The JRA is entitled to a judgment against FSG in the amount of all unpaid rentals,

the exact amount of which will be shown at trial, plus accrued interest, with liquidated damages determined as per the terms of the Lease.

COUNT SEVEN
SPECIFIC PERFORMANCE AS TO FSG: BOOKS AND RECORDS

68. The JRA incorporates the allegations contained in paragraphs 1 through 68 above.

69. Pursuant to its Lease with the JRA, FSG became obligated to make certain described books and records available for inspection by the JRA and its agents.

70. Pursuant to its Lease, the JRA is entitled to mandatory injunctive relief requiring FSG to specifically perform its covenants and obligations.

71. The JRA is entitled to an expedited hearing and an order of this Court directing FSG to immediately perform its covenants and obligations and make the books and records described in the Lease available to the JRA and its agents for inspection.

COUNT EIGHT
PUNITIVE DAMAGES AS TO FSG

72. The JRA incorporates the allegations contained in paragraphs 1 through 72 above.

73. FSG's total failure and breach to comply with its obligations to the JRA under the Lease to prevent the assertion of claims of liens on the JRA's property was done with such gross negligence or with such malicious intent as to justify the imposition of punitive damages.

74. The JRA is entitled to an award of punitive damages against FSG pursuant to §11-1-65 Miss. Code Ann. (1972).

COUNT NINE
THE JRA ADMINISTRATIVE COSTS, EXPENSES AND ATTORNEY'S FEES

75. The JRA incorporates the allegations contained in paragraphs 1 through 75 above.

76. FSG obligated itself to pay to the JRA, upon any default of its obligations under the Lease, the reasonable administrative costs, salaries and overhead incurred by the JRA as a

result of FSG's default.

77. FSG also obligated itself to pay the JRA's reasonable attorney's fees and litigation costs should it prevail in any legal action to enforce any provision of the Lease.

78. The JRA has incurred and will incur substantial administrative costs, salaries, overhead costs as well as attorney's fees and litigation expenses in enforcing FSG's obligations under the Lease and it is entitled to a judgment against FSG in the full amount of the same.

COUNT TEN OTHER RELIEF

79. The JRA incorporates the allegations contained in paragraphs 1 through 79 above.

80. The JRA prays for such other relief, whether legal or equitable, which the proof adduced herein shall justify.

PRAYER FOR RELIEF

WHEREAS, PREMISES CONSIDERED, the Jackson Redevelopment Authority prays for relief as stated above and:

1. As to COUNT ONE, for a full expungement of the claim of lien of Watkins Development, LLC;
2. As to COUNT TWO, for an award against Watkins Development, LLC of the penalty described by §85-7-201 Miss. Code Ann. (1972), or the sum of \$4,757,484.83;
3. As to COUNT THREE, in the alternative, for an award against Watkins Development, LLC of the JRA's actual damages incurred as a result of the cloud upon and slander to the title of the JRA;
4. As to COUNT FOUR, for an award of punitive damages against Watkins Development, LLC pursuant to §11-1-65 Miss. Code Ann. (1972).
5. As to COUNT FIVE, for an expedited hearing and an order of this Court

directing the Farish Street Group, LLC to immediately satisfy or cause to be expunged all claims of liens asserted against the property of the JRA;

6. As to COUNT SIX, for an award against the Farish Street Group for all damages, both actual pre-default and liquidated, incurred by the JRA as a result of the breach of the Lease by the Farish Street Group, LLC;

7. As to COUNT SEVEN, for an expedited hearing and an order of this Court directing the Farish Street Group to make available for inspection by the JRA or its agents the books and records of the Farish Street Group, LLC described in the Lease;

8. As to COUNT EIGHT, for an award of punitive damages against the Farish Street Group, LLC pursuant to §11-1-65 Miss. Code Ann. (1972);

9. As to COUNT NINE, for an award against Farish Street Group, LLC for the JRA's administrative costs, salaries and overhead incurred as a result of the default and breach of the Farish Street Group, LLC as well as its reasonable attorney's fees and litigation expenses incurred in bringing this action;

10. As to COUNT TEN, for such other relief, either legal or equitable, which the proof addressed herein shall justify.

<PURPOSELY LEFT BLANK>

Respectfully submitted, this 23rd day of October 2013.

THE JACKSON REDEVELOPMENT
AUTHORITY

By Its Attorneys,
JONES WALKER LLP



Mark D. Herbert

STIMLEY-BROWN LAW FIRM, PLLC



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