

MOU BETWEEN THE CITY OF SOUTHAVEN AND MZX TECH, LLC

COME NOW, MZX Tech, LLC (“MZX”) and the City of Southaven, by and through its governing authority, the Board of Aldermen, (hereinafter referred to as “City”) enter into this Agreement relating to work to be performed for Stateline Road Widening to 3-Lane (Tulane to Hwy 51), Tulane Road Resurfacing (Stateline Road to the State Line), and Stateline Road Overlay (Hwy 51 to I-55), as further described and calculated in Exhibit A (collectively “the Improvements”) located within the municipal limits of the City and recite as follows:

WHEREAS, MZX will occupy and/or construct certain facilities needed for MZX’s operations and business located within the City; and

WHEREAS, due to the use and strain that MZX’s operations will cause and require of the City’s infrastructure, MZX will contribute Three Million, Four Hundred Sixty Thousand Dollars and 00/100 (\$3,460,000.00) to the City so that the City and/or its contractors may complete the Improvements; and

WHEREAS, the City will perform and ensure that the Improvements are completed and bid in accordance with the requirements of Mississippi law; and

WHEREAS, the City desires to proceed with the Improvements and the Improvements will be beneficial to the City as a whole by ensuring MZX’s location to the City, which will provide economic benefits to the City and its residents; and

WHEREAS, MZX and City wish to cooperate so as to expedite the Project, and desire to take all steps necessary to make the Project possible; and

WHEREAS, MZX affirms by the signature of its representative on this document that it has appropriately voted to authorize the execution of the Agreement; and

WHEREAS, the City does affirm by its representative’s signature on this document that it has the right to enter into this Agreement and contribute labor, equipment, and contract for work necessary for the completion of the Improvements; and

NOW, THEREFORE, in and for the considerations set forth above, the parties do hereby agree as follows:

1. The City and/or its engineers, agents, and contractors shall undertake the necessary steps to complete the Improvements via existing contracts or seeking bids in accordance with Mississippi Code 31-7-13.

2. As consideration MZX shall contribute to the City \$3,460,000.00, which shall be paid within seven (7) days of the execution of this Agreement.

3. Upon receipt of the funds from MZX, the City shall begin the Improvements. The City shall have no obligation to commence the Improvements until it receives the full amount of funding set forth in Section 2 of this Agreement.

4. All studies, designs, and plans for the Improvement will be prepared by the City, or its engineers, in its discretion.

5. If required and/or not previously contracted for with the City, the City shall advertise and solicit bids required for the Improvements or aspects of the Improvements.

6. The City shall be the party to award all bids related to the Improvements, in its discretion and shall be the party who executes and enters all contracts for work to be performed, services to be provided and purchases to be made.

7. The City hereby agrees to utilize the funds provided by MZX for the costs of the Improvements, and in the event, funds are remaining after final acceptance of the Project by the City, the City will return the remaining funds, which were provided by MZX, to MZX within sixty (60) days. Notwithstanding the foregoing, each party shall be responsible for its own engineer and attorney fees, or other fees, expenses and/or costs of its staff, consultants, and contractors or which it unilaterally incurs.

8. MZX agrees to cooperate in good faith with the City and be supportive of the City throughout the planning, design, construction and management of the Improvements and recognizes the City as the designated lead agency.

9. Either party may terminate this Agreement (i) in the event of a material breach or default by the other party which remains uncured following sixty (60) days written notice describing such breach or default in reasonable detail. In which case, the non-defaulting party shall, if it so elects, have the right to terminate the Agreement upon giving the defaulting party final notice of termination of the Agreement and the effective date of such termination shall be specified in such notice (which shall be not less than 7 days after the giving of such notice), or (ii) this Agreement may be terminated at any time upon the mutual written agreement of the parties provided.

10. Neither this Agreement nor any of its terms may be changed or modified, waived or terminated except by an instrument in writing, approved by each party, and signed by each party's designated representative.

11. This agreement shall remain in effect until the completion of the terms set forth herein.

12. Miscellaneous provisions:

a. Any notices provided under this Agreement shall be deemed properly given if reduced to writing and personally delivered or transmitted by registered or certified mail, or by a traceable commercial delivery service including Federal Express, UPS, Airborne, or the equivalent, to the other party, with postage prepaid, or if transmitted by recognized overnight courier service or facsimile, with confirmation receipt.

b. The failure of any party to insist upon strict compliance by another party shall not be deemed a waiver of its right to do so in the future.

c. In case any one or more provisions set forth in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, any such invalidity, illegality, or unenforceability shall not affect any other provision of the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been incorporated therein.

d. The parties each represent that the person executing this document on behalf of such party has the power and authority to enter into this Agreement and such entity has the authority to consummate the transactions herein contemplated. The execution and delivery hereof and the performance by each party of its obligations hereunder will not violate or constitute an event of default under the terms or provisions of any agreement, document, or other instrument to which it is a party or by which it is bound. All proceedings required to be taken by or on behalf of each party to authorize it to make, deliver and carry out the terms of this Agreement have been or will be duly and properly taken by each party and this Agreement is the legal, valid, and binding obligation of the parties and is enforceable in accordance with its terms.

e. In the event this Agreement extends beyond the term of the existing term of the majority of the membership of the Board of Alderman for the City of Southaven, it will be deemed to automatically renew and be binding upon their successor Boards unless, by majority vote, the incoming Board terminates the same.

f. Neither this Agreement nor any of its terms may be changed or modified, waived, or terminated except by an instrument in writing, approved by each party, and signed by each party's authorized representative.

g. Nothing in this Agreement shall be construed to form any agency relationship between any of the parties executing this agreement. Further, nothing in this Agreement shall be interpreted to impute the actions of one party of this contract to other.

WITNESS the signature of the parties hereto:

MZX TECH, LLC

BY: 

DATE: 23-12-2025

CITY OF SOUTHAVEN

BY: 
DARREN MUSSELWHITE, MAYOR

DATE: 12-23-25

EXHIBIT A

1. **Stateline Road Widening to 3-Lane (Tulane to Hwy 51): \$2,240,000.00** – provides overlay of that area and also widen the 2 lane sections to a 3-lane ditch section matching the widened areas that already exists;
2. **Tulane Road Resurfacing (Stateline Road to the State Line): \$200,000.00.** – resurfacing of this road;
3. **Stateline Road Overlay (Hwy 51 to I-55): \$1,020,000.00** - complete milling to reduce the rounding in the road and a 2" overlay to add structure.

Total Estimated Cost - \$3,460,000.00