



DONATION AGREEMENT

This Donation Agreement ("Agreement") is effective as of the date last signed below (the "Effective Date") and is made by and between the City of Southaven ("Recipient"), having an address at 8710 Northwest Drive, and MZX Tech LLC ("Donor"), a limited liability company, having an address at 1450 Page Mill Road, Palo Alto, California 94304. Recipient and Donor may each be individually referred to as a "Party" and collectively the "Parties".

RECITALS:

WHEREAS, Donor offered to Recipient a charitable Donation to support The City of Southaven Police Department;

WHEREAS, the Recipient is authorized under Mississippi law to accept such donations for public purposes and agrees to use the Donation solely for the support of The City of Southaven Police Department;

NOW THEREFORE, in consideration of the mutual promises herein, the Parties hereby agree as follows:

1. **Donation.** The Donor agrees to donate the sum of \$1,380,900 (the "Donation") to the Recipient. Recipient agrees to use the Donation exclusively for The City of Southaven Police Department and in accordance with applicable Mississippi laws.
2. **No Quid Pro Quo.** This Donation is made without any expectation of goods, services, or benefits in return, other than any applicable tax deductions for the Donor under federal and state law, if any. Upon receipt of the Donation, the Recipient shall provide the Donor with a written acknowledgment letter confirming the amount donated, the date of receipt, and that no goods or services were provided in exchange, in compliance with federal tax requirements.
3. **Representations and Warranties.** Each Party represents that it has the authority to enter into this Agreement. Recipient confirms that acceptance of the Donation complies with Mississippi municipal laws and has been (or will be) formally approved [e.g., city council resolution] to the extent required.
4. **Termination.** If the Donation cannot be used for the specified purpose due to unforeseen circumstances, Recipient shall notify Donor and, at the Donor's option, return any unused funds or redirect them to a similar public purpose with Donor approval.
5. **Miscellaneous.** This Agreement shall be governed by the laws of the State of Mississippi. This Agreement constitutes the entire understanding between the Parties and supersedes any prior agreements.

Intending to be legally bound, each of the undersigned Parties has caused its duly authorized representative to execute this Agreement as of the dates signed below

DONOR: MZX TECH LLC	RECIPIENT: CITY OF SOUTHAVEN
Signature: _____	Signature: <u>Darren Musselwhite</u>
Print Name: _____	Print Name: <u>Darren Musselwhite</u>
Title: _____	Title: <u>Mayer</u>
Date: _____	Date: <u>2-10-2026</u>