

**MUNICIPAL DOCKET
MAYOR AND BOARD OF ALDERMEN MEETING
MAY 16, 2023 BEGINNING AT 6:00 P.M.**

Meeting Called To Order
Invocation:
Pledge of Allegiance:
Roll Call

Mayor Allen Latimer
Alderman Johnson
Alderman Young

I. Vote on Municipal Docket

II. Consent Agenda

- A. Approval of minutes for May 2, 2023 Mayor and Board of Aldermen meeting.
- B. Request to approve Kelly Smith as Interim Animal Control Director at a rate of \$20.46 per hour effective May 16, 2023.
- C. Authorize to adjust utility bill individual itemized list for April 2023 in the amount of \$4,857.77 and for any reductions finding the bill was unreasonably increased because of unforeseen circumstances and that the customer did not receive the benefit of the service.
- D. Request to authorize advertisement for bids for City Hall Renovation based on plans/specifications as prepared by AERC, PLLC.
- E. **Request approval of ad valorem tax exemptions for Ground Support Specialists, LLC** located at 2205 Cole Road, Horn Lake, MS 38637, pursuant to Miss. Code Ann. § 27-31-101 et seq.: a personal property ad valorem tax exemption for a period of ten (10) years, beginning January 1, 2023 and expiring December 31, 2032, the true value of the personal property being \$1,300,000.00, with said exemptions excluding taxes levied for bond/debt service, special fire fund, and library. **(WARD 3)**
- F. **Request approval of ad valorem tax exemptions for Ground Support Specialists, LLC** located at 6228 Hurt Road, Horn Lake, MS 38637, pursuant to Miss. Code Ann. § 27-31-101 et seq.: a personal property ad valorem tax exemption for a period of ten (10) years, beginning January 1, 2023 and expiring December 31, 2032, the true value of the personal property being \$12,000,000.00, with said exemptions excluding taxes levied for bond/debt service, special fire fund, and library. **(WARD 3)**
- G. Request to hire Cameron Price as a part time/seasonal contract employee in the Parks Department at a rate of \$10 an hour.
- H. requesting to purchase new playground equipment for Latimer Lakes Park through Mid-South Recreation, being as they were the lowest and best bid during the bidding process at \$194,999.00. I am requesting that the project be paid in full with hotel/motel tax proceeds (Economic Development Funds) or if not split

\$100,000.00 from hotel/motel funds and \$94,999.00 from Building Improvements.

- I. Approval of the DeSoto Family Theater Tournament sponsorship for \$10,000.00 to be paid with hotel/motel tax proceeds, finding that said event/organization promotes the attributes of the City and/or promotes the City's tourism and economic development.
- J. Request to approve Austin Beard and the Horn Lake Skatepark Association to conduct skateboarding safety training.
- K. Resignation of Trishae James in the Court Department affective May 26, 2023.
- L. Resolution appointing Mississippi Municipal League Voting Delegates.
- M. Request to approve Neel-Schaffer, Inc. to conduct a traffic study for Church Rd at Pepper Chase Dr, WE Ross Parkway at Pepper Chase Dr, Nail Rd at Interstate Blvd, and Goodman Rd at Interstate Blvd. at a cost not to exceed \$25,000.00

III. Claims Docket

IV. Special Guests/ Presentations

- A. Recognition for the State of Mississippi Firefighter of the Year: Clay Willingham
- B. Sons of the American Revolution: Presentation for the Policeman of the Year and Fireman of the Year.

V. Planning

VI. New Business

- A. Resolution for cleaning private property.
- B. Request to adopt resolution authorizing and directing the issuance of the general obligation public improvement bond series 2023, in the maximum aggregate principal amount of \$9,000,000.00.

VII. Citizen Remarks

VIII. Mayor / Alderman Correspondence

- A. Discussion on the Economic Development fund application process.

IX. Department Head Correspondence

X. Engineer Correspondence

XI. City Attorney Correspondence

XII. Executive Session

- A. Discussion of personnel matters in the Planning Department.

XIII. Adjourn

May 16, 2023

Be it remembered that the meeting of the Mayor and Board of Aldermen of the City of Horn Lake, Mississippi was held on May 16, 2023 beginning at 6:00 p.m., it being the said time and place for conducting the meeting.

When and where the following were present: Mayor Latimer, Alderman Klein, Alderman Bledsoe, Alderman Guice, Alderman Bostick, Alderman Johnson, Alderman DuPree, Alderman Young, Steven Boxx, Public Works Director, Nikki Pullen, Police Major, David Linville, Fire Chief, Drew Coleman, Parks and Rec Director, Chad Bahr, Planning Director, Julie Valsamis, Deputy City Clerk, Arianne Linville, HR Director, Kelly Smith, Interim Animal Control Director, Vince Malavasi, City Engineer, and Billy Campbell, City Attorney.

Absent: None.

Order #05-14-23

Order to approve Municipal Docket

Be It Ordered:

By the Mayor and Board of Aldermen to approve the Municipal Docket, as presented.

Said motion was made by Alderman Guice and seconded by Alderman Bledsoe.

A roll call vote was taken with the following results:

Ayes: Alderman Klein, Alderman Bledsoe, Alderman Guice, Alderman Bostick, Alderman Johnson, Alderman DuPree, and Alderman Young.

Nays: None.

Absent: None.

So ordered this 16th day of May, 2023.

Mayor

Attest:

CAO/City Clerk

Seal

Order #05-15-23

Order to approve Consent Agenda

Be It Ordered:

By the Mayor and Board of Aldermen to approve the Consent Agenda items A-L with items H, I, and M to be moved to New Business and item J being removed since the Association failed to provide an insurance certificate.

- A. Approval of minutes for May 2, 2023 Mayor and Board of Aldermen meeting.
- B. Request to approve Kelly Smith to serve as Interim Animal Services Director at a rate of \$20.46 per hour effective May 16, 2023.
- C. Authorize to adjust utility bill individual itemized list for April 2023 in the amount of \$4,857.77 and for any reductions finding the bill was unreasonably increased because of unforeseen circumstances and that the customer did not receive the benefit of the service.
- D. Request to authorize advertisement for bids for City Hall Renovation based on plans/specifications as prepared by AERC, PLLC.
- E. **Request approval of ad valorem tax exemption for Ground Support Specialists, LLC (expanded enterprises)** located at 2205 Cole Road, Horn Lake, MS 38637, pursuant to Miss. Code Ann. § 27-31-101 et seq.: a personal property ad valorem tax exemption for a period of ten (10) years, beginning January 1, 2023 and expiring December 31, 2032, the true value of the personal property being \$1,300,000.00, with said exemption excluding taxes levied for bond/debt service, special fire fund, and library. **(WARD 3)**
- F. **Request approval of ad valorem tax exemption for Ground Support Specialists, LLC (expanded enterprises)** located at 6228 Hurt Road, Horn Lake, MS 38637, pursuant to Miss. Code Ann. § 27-31-101 et seq.: a personal property ad valorem tax exemption for a period of ten (10) years, beginning January 1, 2023 and expiring December 31, 2032, the true value of the personal property being \$12,000,000.00, with said exemption excluding taxes levied for bond/debt service, special fire fund, and library. **(WARD 3)**
- G. Request to hire Cameron Price as a part time/seasonal contract worker in the Parks Department at a rate of \$10 an hour.
- K. Resignation of Trishae James in the Court Department affective May 26, 2023.
- L. Resolution appointing Mississippi Municipal League Voting Delegates.

Said motion was made by Alderman Bostick and seconded by Alderman Klein.

A roll call vote was taken with the following results:

Ayes: Alderman Klein, Alderman Bledsoe, Alderman Guice, Alderman Bostick, Alderman Johnson, Alderman DuPree, and Alderman Young.

Nays: None.

Absent: None.

So ordered this 16th day of May 2023.

Mayor

Attest:

CAO/City Clerk
Seal

Resolution # 05-01-23

RESOLUTION APPOINTING
MISSISSIPPI MUNICIPAL LEAGUE
2023 VOTING DELEGATES
FOR THE CITY OF HORN LAKE

WHEREAS, the Mississippi Municipal League amended the bylaws of the association to provide for a ballot election, to be conducted by the officers of the Mississippi Municipal Clerks and Collectors Association, to be held each year at the summer convention, to elect a second vice president from the Central District;

WHEREAS, the amended bylaws require the governing authority board (Alderman, City Council, City Commission) to designate in its minutes the voting delegate and alternate to cast the vote for each member municipality.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF HORN LAKE.

In accordance with the bylaws of the Mississippi Municipal League, the voting delegate(s) for the 2022 Mississippi Municipal League election to be held at the annual convention June 27, 2023 with a run-off (if necessary) on June 28, 2023 are as follows:

Voting Delegate: Danny Klein, Alderman at Large
First Alternate: Dave Young, Alderman Ward 4

That public interest and necessity requiring same, this Resolution shall become effective upon passage.

The above and forgoing Resolution, after having been first reduced to writing, was introduced by Alderman Bostick, seconded by Alderman Klein, and was adopted by the following vote, to-wit:

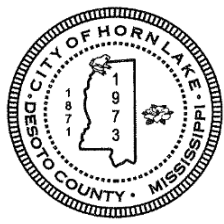
Alderman Klein	AYE
Alderman Bledsoe	AYE
Alderman Bostick	AYE
Alderman Guice	AYE
Alderman DuPree	AYE
Alderman Johnson	AYE
Alderman Young	AYE

The above and foregoing Resolution having been submitted to and adopted, this the 16th day of May, 2023.

Mayor

Attest:

CAO/City Clerk
Seal



**CITY OF HORN LAKE
BOARD MEETING
5/16/2023**

Department	5/4/2023	Overtime Amount
Animal Control	\$7,424.88	\$644.42
Judicial	\$13,706.90	\$7.63
Fire/Amb	\$136,631.02	\$0.00
Fire/Budgeted OT	\$0.00	\$8,847.81
Fire/Non Budgeted OT	\$0.00	\$1,438.73
Fire/ST Non Budgeted OT	\$0.00	\$1,438.73
Finance	\$12,167.46	\$0.00
Legislative	\$4,771.01	\$0.00
Executive	\$4,562.26	\$0.00
Parks	\$17,366.71	\$858.35
Misc Parks - Last Check	\$5,828.33	\$0.00
Planning	\$18,803.36	\$156.75
Police	\$143,945.22	\$9,547.84
Public Works - Streets	\$12,594.38	\$6.75
Public Works - Utility	\$33,350.89	\$1,990.80
Grand Total	\$411,152.42	\$24,937.81



**CITY OF HORN LAKE
BOARD MEETING
5/16/2023**

CLAIMS DOCKET RECAP C-0516223 D-051623

NAME OF FUND

TOTAL

GENERAL FUND \$404,307.87

COURT COSTS	\$50,486.85
EXECUTIVE	
LEGISLATIVE	\$36.00
JUDICIAL	\$848.30
FINANCIAL ADMIN	\$2,756.90
PLANNING	\$3,433.75
POLICE	\$10,946.26
FIRE & EMS	\$41,469.32
STREET DEPARTMENT	\$10,063.82
ANIMAL CONTROL	\$4,120.73
PARKS & REC	\$13,788.87
PARK TOURNAMENT	\$0.00
PROFESSIONAL EXPENSE	266,357.05
DEBT SERVICES	\$0.00
HEALTH INSURANCE	\$0.00

BOND FUNDED CAP PROJECT EXPENSE

LIBRARY FUND **\$2,948.06**

ECONOMIC DEVELOPMENT FUND **\$24,346.49**

UTILITY FUND **\$413,185.16**

TOTAL DOCKET **\$844,787.56**

VENDOR	VENDOR NAME	ORG DESC	ACCOUNT DESC	AMOUNT	CHECK NO	FULL DESC
520	DEPARTMENT OF FINANC	GENERAL FUND	STATE FINES COST PAYABLE-A	40,188.83	7187029	STATE COST-APRIL 2023
5827	MISSISSIPPI DEPARTME	GENERAL FUND	STATE FINES COST PAYABLE-A	1,480.26	7187078	INTERLOCK FEES-APRIL 2023
6242	MS FORENSICS LAB	GENERAL FUND	STATE FINES COST PAYABLE-A	211.50	7187079	CRIME LAB FEES APRIL 2023
520	DEPARTMENT OF FINANC	GENERAL FUND	STATE FINES COST PAYABLE-B	575.69	7187029	STATE COST-APRIL 2023
9997	EDWARD COPPAGE	GENERAL FUND	DEPOSITS ON HOLD - COURT BONDS	900.00	7187018	CB REFUND E. COPPAGE CASE #123462A
9997	TERRENCE WOODY	GENERAL FUND	DEPOSITS ON HOLD - COURT BONDS	500.00	7187024	CB REFUND T. WOODY CASE# 006277D
9997	JULIO PEREZ - TRIGUE	GENERAL FUND	DEPOSITS ON HOLD - COURT BONDS	450.00	7187019	CB REFUND J. PEREZ- TRIGUEROS CASE# 006327
9997	VALENCIA PAULINO	GENERAL FUND	DEPOSITS ON HOLD - COURT BONDS	500.00	7187026	CB REFUND V. PAULINO CASE# 006326

9997	RONALD LEWIS	GENERAL FUND	DEPOSITS ON HOLD - COURT BONDS	100.00	7187023	CB REFUND R. LEWIS CASE# M2023-00358
9997	THURMAN RAYBORN IV	GENERAL FUND	DEPOSITS ON HOLD - COURT BONDS	100.00	7187025	CB REFUND T. RAYBORN IV CASE# M2023-00403
9997	ANTIANO BINGHAM	GENERAL FUND	DEPOSITS ON HOLD - COURT BONDS	62.50	7187017	CB REFUND A. BINGHAM CASE# 402542046
9997	KAVIAN WILKINS	GENERAL FUND	DEPOSITS ON HOLD - COURT BONDS	39.81	7187020	CB REFUND K. WILKINS CASE# M2023-00415
9997	NORMESHA WESTBROOK	GENERAL FUND	DEPOSITS ON HOLD - COURT BONDS	95.50	7187021	CB REFUND N. WESTBROOK CASE# M2023-00461
9997	RODNEY WOOTEN	GENERAL FUND	DEPOSITS ON HOLD - COURT BONDS	646.00	7187022	CB REFUND R. WOOTEN CASE# M2023-00458
554	DESOTO COUNTY CHANCE	GENERAL FUND	DUE TO LAW LIBRARY	493.50	7187030	LAW LIBRARY FEES-APRIL 2023
549	DESOTO COUNTY CRIME	GENERAL FUND	DUE TO CRIMESTOPPERS	328.63	7187032	CRIMESTOPPER FEES-APRIL 2023
520	DEPARTMENT OF FINANC	GENERAL FUND	ADULT DRIVING TRAINING	120.00	7187029	STATE COST-APRIL 2023
465	DPS FUND 3747	GENERAL FUND	WIRELESS COMMUNICATION FEE	2,937.00	7187040	WIRELESS FEES-APRIL 2023
520	DEPARTMENT OF FINANC	GENERAL FUND	LIAB INSURANCE- STATE FIN	607.63	7187029	STATE COST-APRIL 2023
2606	HUNT ROSS & ALLEN	LEGISLATIVE	PROFESSIONAL SERVICES	36.00	7187063	STATEMENT FEES & EXPENSES NOV 2022
5860	BEN MURPHY	JUDICIAL	PROFESSIONAL SERVICES	180.00	7187011	REIMB FOR SIGN NOW
6359	RUSSELL JORDAN	JUDICIAL	PROFESSIONAL SERVICES	427.50	7187096	APPEAL WORK- CASE S HUNTER 006453D
6660	AMERICAN MUNICIPAL S	JUDICIAL	PROFESSIONAL SERVICES	240.80	7187006	COLLECTION FEE APRIL 2023
2606	HUNT ROSS & ALLEN	FINANCIAL ADMINISTRATION	PROFESSIONAL SERVICES	2,052.00	7187063	STATEMENT FEES & EXPENSES NOV 2022
5801	LIPSCOMB & PITTS INS	FINANCIAL ADMINISTRATION	PROFESSIONAL SERVICES	10.00	7187072	ZERO TURN MOWER #0082
5801	LIPSCOMB & PITTS INS	FINANCIAL ADMINISTRATION	PROFESSIONAL SERVICES	49.00	7187072	23 GATOR #0693 & 2 MOWERS #7583 & #7584
3323	CADENCE BANK	FINANCIAL ADMINISTRATION	TRAVEL & TRAINING	318.00	7187014	HOTEL EXPENSE AJ LINVILLE
3323	CADENCE BANK	FINANCIAL ADMINISTRATION	TRAVEL & TRAINING	327.90	7187014	HOTEL EXPENSE FOR JULIE VALSAMIS
1457	NEEL-SCHAFFER INC	PLANNING	PROFESSIONAL SERVICES	578.34	7187087	H.L. GENERAL SERVICES
1457	NEEL-SCHAFFER INC	PLANNING	PROFESSIONAL SERVICES	1,334.15	7187085	CITY OF HL RPR MARCH 2023
1457	NEEL-SCHAFFER INC	PLANNING	PROFESSIONAL SERVICES	216.65	7187082	DESOTO CO. STORMWATER MGMT
2606	HUNT ROSS & ALLEN	PLANNING	PROFESSIONAL SERVICES	1,044.00	7187063	STATEMENT FEES & EXPENSES NOV 2022
1084	KUSTOM SIGNALS	POLICE	VEHICLE MAINTENANCE	87.00	7187065	PD SHOP: RADAR TUNNING FORKS
1097	LANDERS DODGE	POLICE	VEHICLE MAINTENANCE	101.52	7187068	NEW BUILT 2023: POLICE WIRE HA
1180	MAGNOLIA TIRE	POLICE	VEHICLE MAINTENANCE	1,654.71	7187073	UNIT# 4937: WHEEL BEARING, A/C

1518	O'REILLY AUTO PARTS	POLICE	VEHICLE MAINTENANCE	35.88	7187091	UNIT# 5591: CASE OF BRAKE CLEA
1518	O'REILLY AUTO PARTS	POLICE	VEHICLE MAINTENANCE	50.39	7187091	UNIT# 6086: OIL, O/F
3502	AUTO ZONE	POLICE	VEHICLE MAINTENANCE	49.99	7187009	UNIT# 5591: PURPOSE RELAY PD SHOP: 2 SPOT LIGHT
1518	O'REILLY AUTO PARTS	POLICE	EQUIPMENT PARTS & SUPPLIES	116.96	7187091	HANDLES, SCHUETZ CLOTHING ALLOTMENT
5099	EMERGENCY EQUIP PROF	POLICE	UNIFORMS	250.00	7187041	STATEMENT FEES & EXPENSES NOV 2022
2606	HUNT ROSS & ALLEN	POLICE	PROFESSIONAL SERVICES	36.00	7187063	IZAGUIRRE / WRIGHT BOA 05- 02-2023
6556	AVS CONSULTING LLC	POLICE	PROFESSIONAL SERVICES	700.00	7187010	JAMILLE GLADNEY FINAL DECLARATION
6161	DISTRICT ATTORNEY	POLICE	DRUG SEIZURE EXPENSES	1,841.00	7187038	EMS SUPPLIES
1203	HENRY SCHEIN, INC.	FIRE & EMS	MEDICAL SUPPLIES	497.54	7187046	EMS SUPPLIES
1203	HENRY SCHEIN, INC.	FIRE & EMS	MEDICAL SUPPLIES	306.06	7187046	EMS SUPPLIES
1203	HENRY SCHEIN, INC.	FIRE & EMS	MEDICAL SUPPLIES	826.38	7187046	EMS SUPPLIES
1203	HENRY SCHEIN, INC. ZOLL MEDICAL	FIRE & EMS	MEDICAL SUPPLIES	97.78	7187046	EMS SUPPLIES WARRANTY FOR AUTOPULSE (2)
2202	CORPORA	FIRE & EMS	MEDICAL SUPPLIES	7,950.00	7187136	
301	CAMPER CITY USA INC	FIRE & EMS	VEHICLE MAINTENANCE	49.00	7187015	BEDLINER FOR 106
1097	LANDERS DODGE	FIRE & EMS	VEHICLE MAINTENANCE	451.31	7187068	REPAIRS 107
1489	NORTH MISSISSIPPI TW	FIRE & EMS	VEHICLE MAINTENANCE	93.00	7187089	UNIT 4
6474	HERNANDO EQUIPMENT	FIRE & EMS	VEHICLE MAINTENANCE	159.22	7187047	MOWER PART
6474	HERNANDO EQUIPMENT	FIRE & EMS	VEHICLE MAINTENANCE	139.98	7187047	MOWER PARTS
5099	EMERGENCY EQUIP PROF	FIRE & EMS	UNIFORMS	495.00	7187041	UNIFORMS C WILLINGHAM
5099	EMERGENCY EQUIP PROF	FIRE & EMS	UNIFORMS	469.00	7187041	UNIFORMS S WHITE
5099	EMERGENCY EQUIP PROF	FIRE & EMS	UNIFORMS	469.00	7187041	UNIFORMS W SISK
5099	EMERGENCY EQUIP PROF	FIRE & EMS	UNIFORMS	494.00	7187041	UNIFORMS H YEATMAN
5099	EMERGENCY EQUIP PROF	FIRE & EMS	UNIFORMS	469.00	7187041	UNIFORMS C RUESCHHOFF
5099	EMERGENCY EQUIP PROF	FIRE & EMS	UNIFORMS	495.00	7187041	UNIFORMS T MORRIS
5099	EMERGENCY EQUIP PROF	FIRE & EMS	UNIFORMS	464.00	7187041	UNIFORMS T STINE
5099	EMERGENCY EQUIP PROF	FIRE & EMS	UNIFORMS	456.00	7187041	UNIFORMS B WOODS
5099	EMERGENCY EQUIP PROF	FIRE & EMS	UNIFORMS	482.00	7187041	UNIFORMS S HEADLEY
5099	EMERGENCY EQUIP PROF	FIRE & EMS	UNIFORMS	495.00	7187041	UNIFORMS D LOWRANCE
5099	EMERGENCY EQUIP PROF	FIRE & EMS	UNIFORMS	98.00	7187041	UNIFORMS J ANTHONY
5099	EMERGENCY EQUIP PROF	FIRE & EMS	UNIFORMS	495.00	7187041	UNIFORMS J JOHNSON
5099	EMERGENCY EQUIP PROF	FIRE & EMS	UNIFORMS	495.00	7187041	UNIFORMS P BUSBY
5099	EMERGENCY EQUIP PROF	FIRE & EMS	UNIFORMS	495.00	7187041	UNIFORMS J TIDWELL

5099	EMERGENCY EQUIP PROF	FIRE & EMS	UNIFORMS	466.00	7187041	UNIFORMS M BRATTON
5099	EMERGENCY EQUIP PROF	FIRE & EMS	UNIFORMS	474.00	7187041	UNIFORMS H AVENT
5099	EMERGENCY EQUIP PROF	FIRE & EMS	UNIFORMS	482.00	7187041	UNIFORMS L CHILLIS
5099	EMERGENCY EQUIP PROF	FIRE & EMS	UNIFORMS	482.00	7187041	UNIFORMS I HUGGINS
5099	EMERGENCY EQUIP PROF	FIRE & EMS	UNIFORMS	469.00	7187041	UNIFORMS T LEE
5099	EMERGENCY EQUIP PROF	FIRE & EMS	UNIFORMS	494.00	7187041	UNIFORMS J MILES
5099	EMERGENCY EQUIP PROF	FIRE & EMS	UNIFORMS	495.00	7187041	UNIFORMS JD HANCOCK
5099	EMERGENCY EQUIP PROF	FIRE & EMS	UNIFORMS	482.00	7187041	UNIFORMS M MUELLER
5099	EMERGENCY EQUIP PROF	FIRE & EMS	UNIFORMS	490.00	7187041	UNIFORMS A ALBERSON
5099	EMERGENCY EQUIP PROF	FIRE & EMS	UNIFORMS	487.00	7187041	UNIFORMS M DENMAN
5099	EMERGENCY EQUIP PROF	FIRE & EMS	UNIFORMS	500.00	7187041	UNIFORMS S WHITTEN
5099	EMERGENCY EQUIP PROF	FIRE & EMS	UNIFORMS	469.00	7187041	UNIFORMS B TURNMIRE
5099	EMERGENCY EQUIP PROF	FIRE & EMS	UNIFORMS	495.00	7187041	UNIFORMS B MCCARRELL
5099	EMERGENCY EQUIP PROF	FIRE & EMS	UNIFORMS	495.00	7187041	UNIFORMS F TOOLE
5099	EMERGENCY EQUIP PROF	FIRE & EMS	UNIFORMS	469.00	7187041	UNIFORMS W SIGURDSON
5099	EMERGENCY EQUIP PROF	FIRE & EMS	UNIFORMS	495.00	7187041	UNIFORMS P VALSAMIS
5099	EMERGENCY EQUIP PROF	FIRE & EMS	UNIFORMS	469.00	7187041	UNIFORMS G SCRUGGS
5099	EMERGENCY EQUIP PROF	FIRE & EMS	UNIFORMS	500.00	7187041	UNIFORMS E CANCIO
5099	EMERGENCY EQUIP PROF	FIRE & EMS	UNIFORMS	474.00	7187041	UNIFORMS J LAVENDER
5099	EMERGENCY EQUIP PROF	FIRE & EMS	UNIFORMS	495.00	7187041	UNIFORMS B JEFFERIES
2606	HUNT ROSS & ALLEN NW MS CODE	FIRE & EMS	PROFESSIONAL SERVICES	126.00	7187063	STATEMENT FEES & EXPENSES NOV 2022
4580	ENFORCE	FIRE & EMS	PROFESSIONAL SERVICES	100.00	7187090	MEMBER BRADLEY WOODS
4624	THE DISCOVERY GROUP	FIRE & EMS	PROFESSIONAL SERVICES	17.50	7187105	EMPLOYEE SCREENING
6215	AMBULANCE MEDICAL	FIRE & EMS	PROFESSIONAL SERVICES	2,331.56	7187005	APRIL PAYMENTS
3323	CADENCE BANK	FIRE & EMS	TRAVEL & TRAINING	74.16	7187014	CPR FD
5824	STRYKER	FIRE & EMS	EMS TRAUMA	4,440.94	7187103	POWER LOAD STRETCHER UPGRADE
1489	NORTH MISSISSIPPI TW	FIRE & EMS	MACHINERY & EQUIPMENT	1,549.00	7187089	LIGHTS FOR 107
2899	DESOTO SOD	FIRE & EMS	MACHINERY & EQUIPMENT	300.00	7187036	SOD FOR UT DEPT AND FIRE DEPT
552	DESOTO COUNTY COOPER	STREET DEPARTMENT	MATERIALS	900.00	7187031	WEED KILLER POSION BOARDS FOR DUMP TRUCK BED
926	THE HOME DEPOT	DEPARTMENT	MATERIALS	9.93	7187106	OFFICE DEPOT FOR PUBLIC WORKS
3323	CADENCE BANK	STREET DEPARTMENT	MATERIALS	51.14	7187014	
6474	HERNANDO EQUIPMENT	STREET DEPARTMENT	MATERIALS	107.97	7187047	WEEDEATER STRING

78	AMERICAN TIRE REPAIR	STREET DEPARTMENT	VEHICLE MAINTENANCE	2,241.12	7187007	TIRES FOR DUMP TRUCK ST 1922
1518	O'REILLY AUTO PARTS	STREET DEPARTMENT	VEHICLE MAINTENANCE	493.50	7187091	FREON FOR VEHICLES
1518	O'REILLY AUTO PARTS	STREET DEPARTMENT	BUILDING & EQUIP MAINT	115.09	7187091	BATTERY FOR SIDE WINDER DEF DRUM FOR JOHN DEERE TRACTO
1518	O'REILLY AUTO PARTS	STREET DEPARTMENT	BUILDING & EQUIP MAINT	378.00	7187091	
1736	S & H SMALL ENGINE	STREET DEPARTMENT	BUILDING & EQUIP MAINT	146.36	7187097	WEEDEATER HEADS
6175	UNIFIRST CORPORATION	STREET DEPARTMENT	UNIFORMS	94.65	7187111	UNIFORMS FOR UT AND ST
6175	UNIFIRST CORPORATION	STREET DEPARTMENT	UNIFORMS	94.20	7187111	UNIFORMS FOR UT AND ST
1457	NEEL-SCHAFFER INC	STREET DEPARTMENT	PROFESSIONAL SERVICES	481.94	7187087	H.L. GENERAL SERVICES
6576	LAKE TREE SERVICE	STREET DEPARTMENT	PROFESSIONAL SERVICES	1,500.00	7187067	TREE REMOVAL ON DURANGO DR
6576	LAKE TREE SERVICE	STREET DEPARTMENT	PROFESSIONAL SERVICES	1,200.00	7187067	TREE LIMB REMOVAL ON WALLACE S
2016	TRACTOR SUPPLY CREDI	ANIMAL CONTROL	MATERIALS	700.05	7187108	ANIMAL CONTROL SUPPLIES
939	HORN LAKE ANIMAL HOS	ANIMAL CONTROL	PROFESSIONAL SERVICES	101.64	7187058	VET SERVICES
939	HORN LAKE ANIMAL HOS	ANIMAL CONTROL	PROFESSIONAL SERVICES	75.40	7187052	VET SERVICES
939	HORN LAKE ANIMAL HOS	ANIMAL CONTROL	PROFESSIONAL SERVICES	90.75	7187054	VET SERVICES
939	HORN LAKE ANIMAL HOS	ANIMAL CONTROL	PROFESSIONAL SERVICES	100.79	7187056	VET SERVICES
939	HORN LAKE ANIMAL HOS	ANIMAL CONTROL	PROFESSIONAL SERVICES	69.09	7187051	VET SERVICES
939	HORN LAKE ANIMAL HOS	ANIMAL CONTROL	PROFESSIONAL SERVICES	130.06	7187060	VET SERVICES
939	HORN LAKE ANIMAL HOS	ANIMAL CONTROL	PROFESSIONAL SERVICES	95.06	7187055	VET SERVICES
939	HORN LAKE ANIMAL HOS	ANIMAL CONTROL	PROFESSIONAL SERVICES	18.26	7187049	VET SERVICES
939	HORN LAKE ANIMAL HOS	ANIMAL CONTROL	PROFESSIONAL SERVICES	202.63	7187061	VET SERVICES
939	HORN LAKE ANIMAL HOS	ANIMAL CONTROL	PROFESSIONAL SERVICES	762.89	7187062	VET SERVICES
939	HORN LAKE ANIMAL HOS	ANIMAL CONTROL	PROFESSIONAL SERVICES	105.88	7187059	VET SERVICES
939	HORN LAKE ANIMAL HOS	ANIMAL CONTROL	PROFESSIONAL SERVICES	18.26	7187050	VET SERVICES
939	HORN LAKE ANIMAL HOS	ANIMAL CONTROL	PROFESSIONAL SERVICES	89.09	7187053	VET SERVICES
939	HORN LAKE ANIMAL HOS	ANIMAL CONTROL	PROFESSIONAL SERVICES	100.84	7187057	VET SERVICES
2606	HUNT ROSS & ALLEN	ANIMAL CONTROL	PROFESSIONAL SERVICES	90.00	7187063	STATEMENT FEES & EXPENSES NOV 2022
6327	DIXIE MEMORIAL PET	ANIMAL CONTROL	PROFESSIONAL SERVICES	300.00	7187039	ANIMAL CREMATION
4797	JESSICA WOODS	PARKS & REC	ASSISTING CONTRACT EMPOLYEES	40.00	7187064	CONTRACT WRK 4/24-5/7
5112	ROBERT DELAROSA	PARKS & REC	ASSISTING CONTRACT EMPOLYEES	90.00	7187095	CONTRACT WRK 4/24-5/7

6492	LANNIE A MUNNS	PARKS & REC	ASSISTING CONTRACT EMPOLYEES	390.00	7187069	CONTRACT WRK 4/24-5/7
6578	HAYLEY WHITE	PARKS & REC	ASSISTING CONTRACT EMPOLYEES	150.00	7187045	CONTRACT WRK 4/24-5/7
6605	TYKARRIS ROSE	PARKS & REC	ASSISTING CONTRACT EMPOLYEES	240.00	7187110	CONTRACT WRK 4/24-5/7
6657	TAMEKA HERRON	PARKS & REC	ASSISTING CONTRACT EMPOLYEES	70.00	7187104	CONTRACT WRK 4/24-5/7
6709	MATTHEW "REID" BUTCH DESOTO COUNTY	PARKS & REC	ASSISTING CONTRACT EMPOLYEES	190.00	7187076	CONTRACT WRK 4/24-5/7
552	COOPER	PARKS & REC	MATERIALS	66.00	7187031	SULFER
1518	O'REILLY AUTO PARTS RELIABLE EQUIPMENT	PARKS & REC	MATERIALS	2.16	7187091	MATERIALS
4028	L	PARKS & REC	MATERIALS VEHICLE	160.11	7187093	MATERIALS
3426	LADD'S	PARKS & REC	MAINTENANCE	659.54	7187066	VEHICLE MAINT
4694	MARK TATKO	PARKS & REC	UMPIRES EQUIPMENT	2,542.50	7187074	UMPIRES
3426	LADD'S	PARKS & REC	MAINTENANCE	101.25	7187066	TRI KING REPAIR
3709	BEST-WADE PETROLEUM	PARKS & REC	FUEL & OIL	1,315.83	7187012	FUEL
4624	THE DISCOVERY GROUP	PARKS & REC	PROFESSIONAL SERVICES	17.50	7187105	EMPLOYEE SCREENING
6515	SPORTS CONDUCTOR SGA TROPHY &	PARKS & REC	PROFESSIONAL SERVICES	375.00	7187101	JARVIS SOFTWARE
2493	AWARDS	PARKS & REC	AWARDS/TROPHIES	130.00	7187098	TROPHIES
2493	SGA TROPHY & AWARDS	PARKS & REC	PARK SUPPLIES	989.00	7187098	PARK SUPPLIES
2493	SGA TROPHY & AWARDS	PARKS & REC	PARK SUPPLIES	1,434.00	7187098	PARK SUPPLIES
3323	CADENCE BANK	PARKS & REC	PARK SUPPLIES	34.99	7187014	PARK SUPPLIES
4000	ACTION CHEMICAL	ADMINISTRATIVE EXPENSE	CLEANING & JANITORIAL	72.40	7187002	ODORBAN FOR ANIMAL CONTROL
4000	ACTION CHEMICAL	ADMINISTRATIVE EXPENSE	CLEANING & JANITORIAL	221.12	7187002	SUPPLIES FOR CITY HALL
4000	ACTION CHEMICAL	ADMINISTRATIVE EXPENSE	CLEANING & JANITORIAL	150.32	7187002	SOAP FOR CITY HALL
2336	SHERWIN WILLIAMS	ADMINISTRATIVE EXPENSE	OFFICE SUPPLIES	185.36	7187099	3 GALLONS PAINT
50	AFFINITY LANDSCAPE	ADMINISTRATIVE EXPENSE	FACILITIES MANAGEMENT	900.00	7187003	LAWN SERVICE AT CITY HALL
5263	AFFORDABLE PEST	ADMINISTRATIVE EXPENSE	FACILITIES MANAGEMENT	450.00	7187004	PEST CONTROL
5263	AFFORDABLE PEST	ADMINISTRATIVE EXPENSE	FACILITIES MANAGEMENT	450.00	7187004	PEST CONTROL
6324	TRI STAR COMPAINES	ADMINISTRATIVE EXPENSE	FACILITIES MANAGEMENT	1,005.00	7187109	TECH LABOR
6324	TRI STAR COMPAINES	ADMINISTRATIVE EXPENSE	FACILITIES MANAGEMENT	936.00	7187109	COURT ROOM
1457	NEEL-SCHAFFER INC	ADMINISTRATIVE EXPENSE	PROFESSIONAL SERVICES	4,662.10	7187087	H.L. GENERAL SERVICES
1872	STERICYCLE INC	ADMINISTRATIVE EXPENSE	PROFESSIONAL SERVICES	122.49	7187102	SHRED SERVICES

2606	HUNT ROSS & ALLEN	ADMINISTRATIVE EXPENSE	PROFESSIONAL SERVICES	1,300.00	7187063	STATEMENT FEES & EXPENSES NOV 2022
3098	CIT FINANCE, LLC	ADMINISTRATIVE EXPENSE	PROFESSIONAL SERVICES	50.81	7187016	CONTRACT # 900-0280061-000
3323	CADENCE BANK	ADMINISTRATIVE EXPENSE	PROFESSIONAL SERVICES	14.00	7187014	BLUE SNAP
3323	CADENCE BANK	ADMINISTRATIVE EXPENSE	PROFESSIONAL SERVICES	48.00	7187014	BLUE SNAP
3323	CADENCE BANK	ADMINISTRATIVE EXPENSE	PROFESSIONAL SERVICES	17.00	7187014	BLUE SNAP
5840	F. O. GIVENS	ADMINISTRATIVE EXPENSE	PROFESSIONAL SERVICES	100.00	7187042	APRIL ACCOUNTING SERVICES
5903	DEX IMAGING	ADMINISTRATIVE EXPENSE	PROFESSIONAL SERVICES	198.20	7187037	COPIER LEASE AGREEMENT
5956	RJ YOUNG	ADMINISTRATIVE EXPENSE	PROFESSIONAL SERVICES	109.74	7187094	CONTRACT BBNM8000-01
5956	RJ YOUNG	ADMINISTRATIVE EXPENSE	PROFESSIONAL SERVICES	338.56	7187094	CONTRACT BBNL2000-01
5956	RJ YOUNG	ADMINISTRATIVE EXPENSE	PROFESSIONAL SERVICES	732.60	7187094	CONTRACT BBNL7000-01
5956	RJ YOUNG	ADMINISTRATIVE EXPENSE	PROFESSIONAL SERVICES	62.00	7187094	CONTRACT FHNJ00-01
6391	DATAPATH ADMINISTR	ADMINISTRATIVE EXPENSE	PROFESSIONAL SERVICES	164.50	7187027	ACTIVE LIVES APRIL 2023
6647	VISUAL EDGE IT. INC.	ADMINISTRATIVE EXPENSE	PROFESSIONAL SERVICES	20.00	7187133	CONTRACT# CON13977-01
3323	CADENCE BANK	ADMINISTRATIVE EXPENSE	POSTAGE	1,035.00	7187014	POSTAGE
507	DELL COMPUTERS	ADMINISTRATIVE EXPENSE	MACHINERY & EQUIPMENT	429.04	7187028	LATITUDE 3120 2 IN 1 COMPUTER
507	DELL COMPUTERS	ADMINISTRATIVE EXPENSE	MACHINERY & EQUIPMENT	2,367.01	7187028	COMPUTER SUPPLIES
3323	CADENCE BANK	ADMINISTRATIVE EXPENSE	MACHINERY & EQUIPMENT	29.48	7187014	COMPUTER SUPPLIES
3323	CADENCE BANK	ADMINISTRATIVE EXPENSE	MACHINERY & EQUIPMENT	94.26	7187014	COMPUTER SUPPLIES
6530	MYFIS JR SERVICES	ADMINISTRATIVE EXPENSE	ROAD IMPROVEMENTS	7,960.00	7187081	GUARDRAILS FOR INTERSTATE BLVD
6530	MYFIS JR SERVICES	ADMINISTRATIVE EXPENSE	ROAD IMPROVEMENTS	5,769.50	7187081	GUARDRAILS ON CHURCH RD
5189	WASTE CONNECTIONS TN	ADMINISTRATIVE EXPENSE	SANITATION CONTRACT EXPENSE	98,259.79	7187134	APRIL REFUSE
1457	NEEL-SCHAFFER INC	ADMINISTRATIVE EXPENSE	NRCS PROJECT	612.10	7187083	EWP 2022 5 VARIOUS SITES
1457	NEEL-SCHAFFER INC	ADMINISTRATIVE EXPENSE	MUNICIPAL STREET MAINT PROJECT	19,320.00	7187088	PAVEMENT MGMT 1 YR CONTRACT
6163	ORION PLANNING	ADMINISTRATIVE EXPENSE	COMPREHENSIVE PLAN	2,737.50	7187092	APRIL CONSULTING
556	DESOTO COUNTY SUPERV	LIBRARY EXPENSE	PROFESSIONAL SERVICES	320.00	7187034	MAY LAWN SERVICE
556	DESOTO COUNTY SUPERV	LIBRARY EXPENSE	PROFESSIONAL SERVICES	1,385.00	7187034	MAY JANITORIAL SERVICE
106	AMSTERDAM PRINTING A	ECONOMIC DEVELOPMENT	PROMOTIONS	860.00	7187008	EARTH DAY
535	DESOTO ECON DEVELOP	ECONOMIC DEVELOPMENT	PROMOTIONS	13,440.00	7187035	LOBBYIST RECEIVABLE

3323	CADENCE BANK	ECONOMIC DEVELOPMENT	PROMOTIONS	275.00	7187014	EASTER BUNNY
3323	CADENCE BANK	ECONOMIC DEVELOPMENT	PROMOTIONS	99.85	7187014	EASTER
3323	CADENCE BANK	ECONOMIC DEVELOPMENT	PROMOTIONS	84.88	7187014	EASTER
3323	CADENCE BANK	ECONOMIC DEVELOPMENT	PROMOTIONS	466.27	7187014	MML RESERVATIONS
3323	CADENCE BANK	ECONOMIC DEVELOPMENT	PROMOTIONS	374.55	7187014	PLANNING MEETING FEB 2023
3323	CADENCE BANK	ECONOMIC DEVELOPMENT	PROMOTIONS	134.33	7187014	MAY 2 BOARD MEETING YOUTH COUNCIL
3323	CADENCE BANK	ECONOMIC DEVELOPMENT	PROMOTIONS	29.94	7187014	BRACELETS FOR FISHING RODEO
3323	CADENCE BANK	ECONOMIC DEVELOPMENT	PROMOTIONS	129.39	7187014	SUPPLIES FOR FISHING RODEO
3323	CADENCE BANK	ECONOMIC DEVELOPMENT	PROMOTIONS	437.24	7187014	SUPPLIES FOR FISHING RODEO
3323	CADENCE BANK	ECONOMIC DEVELOPMENT	PROMOTIONS	548.88	7187014	SUPPLIES FOR FISHING RODEO
3323	CADENCE BANK	ECONOMIC DEVELOPMENT	PROMOTIONS	344.18	7187014	FISHING RODEO SUPPLIES
3323	CADENCE BANK	ECONOMIC DEVELOPMENT	PROMOTIONS	57.98	7187014	FISHING RODEO SUPPLIES
6712	GLENNON FISH FARMS I	ECONOMIC DEVELOPMENT	PROMOTIONS	3,064.00	7187044	FISH FOR FISHING RODEO
9999	ROBERT BLAKE	UTILITY SYSTEM FUND	DEPOSITS ON HOLD	73.05	7187126	UTILITY REFUND 02-0022700
9999	CLINT BOLTON	UTILITY SYSTEM FUND	DEPOSITS ON HOLD	1.59	7187115	UTILITY REFUND 02-0063200
9999	COLE OR ANNA BOSTICK	UTILITY SYSTEM FUND	DEPOSITS ON HOLD	87.07	7187116	UTILITY REFUND 05-5916300
9999	DAVID SWIFT	UTILITY SYSTEM FUND	DEPOSITS ON HOLD	73.05	7187117	UTILITY REFUND 07-0306700
9999	MACKENZIE GREY PROPE	UTILITY SYSTEM FUND	DEPOSITS ON HOLD	35.05	7187124	UTILITY REFUND 19-0229000
9999	TANYA LASHHELL SMITH	UTILITY SYSTEM FUND	DEPOSITS ON HOLD	210.21	7187129	UTILITY REFUND 19-0990100
9999	EMILY POWERS	UTILITY SYSTEM FUND	DEPOSITS ON HOLD	73.05	7187119	UTILITY REFUND 21-2190300
9999	JAYLA FOGLE	UTILITY SYSTEM FUND	DEPOSITS ON HOLD	38.00	7187122	UTILITY REFUND 21-5140200
9999	ANGELA HULEN	UTILITY SYSTEM FUND	DEPOSITS ON HOLD	38.00	7187112	UTILITY REFUND 21-5199400
9999	TRACY BLOUNT	UTILITY SYSTEM FUND	DEPOSITS ON HOLD	5.10	7187130	UTILITY REFUND 21-8300100

9999	WALKER GARRETT	UTILITY SYSTEM FUND	DEPOSITS ON HOLD	26.15	7187131	UTILITY REFUND 22-1455100
9999	JACKIE ARMSTRONG	UTILITY SYSTEM FUND	DEPOSITS ON HOLD	73.05	7187121	UTILITY REFUND 22-1555100
9999	SIRIUS INVESTMENT	UTILITY SYSTEM FUND	DEPOSITS ON HOLD	73.05	7187128	UTILITY REFUND 25-0133800
9999	DIANNA HUBKA	UTILITY SYSTEM FUND	DEPOSITS ON HOLD	87.07	7187118	UTILITY REFUND 27-0460000
9999	LISA DUVAL	UTILITY SYSTEM FUND	DEPOSITS ON HOLD	38.00	7187123	UTILITY REFUND 51-2021700
9999	CATINA GLOVER	UTILITY SYSTEM FUND	DEPOSITS ON HOLD	1.90	7187114	UTILITY REFUND 51-2034500
9999	SHUNTECA GOLDEN	UTILITY SYSTEM FUND	DEPOSITS ON HOLD	28.00	7187127	UTILITY REFUND 54-0630300
9999	HUNTER ELLIOTT	UTILITY SYSTEM FUND	DEPOSITS ON HOLD	38.00	7187120	UTILITY REFUND 63-1010100
9999	ANGELLA JOHNSON	UTILITY SYSTEM FUND	DEPOSITS ON HOLD	65.00	7187113	UTILITY REFUND 98-0097500
9999	WILLIAM BOSSERT	UTILITY SYSTEM FUND	DEPOSITS ON HOLD	65.00	7187132	UTILITY REFUND 99-0013500
9999	MARIAH SANDERS	UTILITY SYSTEM FUND	DEPOSITS ON HOLD	65.00	7187125	UTILITY REFUND 99-0077500
544	DESOTO COUNTY REGION	UTILITY SYSTEM FUND	DCRUA ESCROW ACCOUNT	500.00	7187033	WILLOW POINT LOT 115
544	DESOTO COUNTY REGION	UTILITY SYSTEM FUND	DCRUA ESCROW ACCOUNT	500.00	7187033	WILLOW POINT LOT 113
544	DESOTO COUNTY REGION	UTILITY SYSTEM FUND	DCRUA ESCROW ACCOUNT	500.00	7187033	7728 EMILINE DR LOT 29
544	DESOTO COUNTY REGION	UTILITY SYSTEM FUND	DCRUA ESCROW ACCOUNT	500.00	7187033	762 EMILINE DR LOT 31
544	DESOTO COUNTY REGION	UTILITY SYSTEM FUND	DCRUA ESCROW ACCOUNT	1,000.00	7187033	NICOLE PLACE LOT 187
544	DESOTO COUNTY REGION	UTILITY SYSTEM FUND	DCRUA ESCROW ACCOUNT	1,000.00	7187033	4761 OLYMPIC CV
544	DESOTO COUNTY REGION	UTILITY SYSTEM FUND	DCRUA ESCROW ACCOUNT	1,000.00	7187033	4762 OLYMPIC CV
544	DESOTO COUNTY REGION	UTILITY SYSTEM FUND	DCRUA ESCROW ACCOUNT	1,000.00	7187033	NICOLE PLACE LOT 190
544	DESOTO COUNTY REGION	UTILITY SYSTEM FUND	DCRUA ESCROW ACCOUNT	1,000.00	7187033	4763 OCEAN LANDING CV
544	DESOTO COUNTY REGION	UTILITY SYSTEM FUND	DCRUA ESCROW ACCOUNT	1,000.00	7187033	4764 OCEAN LANDING CV
544	DESOTO COUNTY REGION	UTILITY SYSTEM FUND	DCRUA ESCROW ACCOUNT	1,000.00	7187033	NICOLE PLACE LOT 194
544	DESOTO COUNTY REGION	UTILITY SYSTEM FUND	DCRUA ESCROW ACCOUNT	1,000.00	7187033	5868 TUCKER LANDING
544	DESOTO COUNTY REGION	UTILITY SYSTEM FUND	DCRUA ESCROW ACCOUNT	1,000.00	7187033	4765 PACIFIC CV
544	DESOTO COUNTY REGION	UTILITY SYSTEM FUND	DCRUA ESCROW ACCOUNT	1,000.00	7187033	4766 PACIFIC CV
544	DESOTO COUNTY REGION	UTILITY SYSTEM FUND	DCRUA ESCROW ACCOUNT	1,000.00	7187033	5910 TUCKER LANDING
544	DESOTO COUNTY REGION	UTILITY SYSTEM FUND	DCRUA ESCROW ACCOUNT	1,000.00	7187033	5695 TUCKER LANDING
1264	METER SERVICE SUPPLY	UTILITY SYSTEM	MATERIALS	712.20	7187077	MATERIALS FOR UT
1264	METER SERVICE SUPPLY	UTILITY SYSTEM	MATERIALS	252.00	7187077	MATERIALS FOR UT

1831	SOUTHAVEN SUPPLY	UTILITY SYSTEM	MATERIALS	79.98	7187100	MARKING PAINT WAND FOR UT
2899	DESOTO SOD	UTILITY SYSTEM	MATERIALS	100.00	7187036	SOD FOR UT DEPT AND FIRE DEPT
3323	CADENCE BANK	UTILITY SYSTEM	MATERIALS	399.45	7187014	OFFICE DEPOT FOR PUBLIC WORKS
5006	BRENNTAG MIDSOUTH	UTILITY SYSTEM	MATERIALS	1,238.25	7187013	CHEMICALS FOR HURT RD WATER PL
5006	BRENNTAG MIDSOUTH	UTILITY SYSTEM	MATERIALS	1,745.35	7187013	CHEMICALS FOR HURT RD WATER PL
5006	BRENNTAG MIDSOUTH	UTILITY SYSTEM	MATERIALS	1,244.13	7187013	CHEMICALS FOR GOODMAN RD
1518	O'REILLY AUTO PARTS	UTILITY SYSTEM	VEHICLE MAINTENANCE	493.50	7187091	FREON FOR VEHICLES
1518	O'REILLY AUTO PARTS	UTILITY SYSTEM	VEHICLE MAINTENANCE	62.57	7187091	FILTER AND OILS FOR UT 2355
1518	O'REILLY AUTO PARTS	UTILITY SYSTEM	VEHICLE MAINTENANCE	18.61	7187091	FILTER FOR DUMP TRUCK
1115	LAYNE CHRISTENSEN CO	UTILITY SYSTEM	BUILDING & EQUIP MAINT	1,260.00	7187071	SWAPPING OUT SERVICE MOTOR AT
1193	MARTIN MACHINE & SUP	UTILITY SYSTEM	BUILDING & EQUIP MAINT	65.00	7187075	BOLT KIT FOR TRAILER
3323	CADENCE BANK	UTILITY SYSTEM	UNIFORMS	786.24	7187014	SUPPLIES
6175	UNIFIRST CORPORATION	UTILITY SYSTEM	UNIFORMS	94.65	7187111	UNIFORMS FOR UT AND ST
6175	UNIFIRST CORPORATION	UTILITY SYSTEM	UNIFORMS	94.20	7187111	UNIFORMS FOR UT AND ST
687	FEDERAL EXPRESS CORP	UTILITY SYSTEM	PROFESSIONAL SERVICES	165.21	7187043	ABB BOX & CHLORINE ANALYZER
1457	NEEL-SCHAFFER INC	UTILITY SYSTEM	PROFESSIONAL SERVICES	3,915.10	7187087	H.L. GENERAL SERVICES
1457	NEEL-SCHAFFER INC	UTILITY SYSTEM	PROFESSIONAL SERVICES	3,515.67	7187085	CITY OF HL RPR MARCH 2023
1945	THOMPSON MACHINERY	UTILITY SYSTEM	PROFESSIONAL SERVICES	4,835.57	7187107	SERVICE CALL TO PEMBROOK WATER
2606	HUNT ROSS & ALLEN	UTILITY SYSTEM	PROFESSIONAL SERVICES	1,116.00	7187063	STATEMENT FEES & EXPENSES NOV 2022
6121	HIGH TIDE TECHNOLOGI	UTILITY SYSTEM	PROFESSIONAL SERVICES	240.00	7187048	ANNUAL HIGH TIDE COMMUNICATION
6631	LARRY GINGERY	UTILITY SYSTEM	PROFESSIONAL SERVICES	1,801.24	7187070	ELECTRICAL REPAIR AT MEADOWBRO
5964	XYLEM DEWATERING	UTILITY SYSTEM	RENTAL EQUIPMENT	250.00	7187135	FLOAT NEUTAL
5964	XYLEM DEWATERING	UTILITY SYSTEM	RENTAL EQUIPMENT	2,081.29	7187135	PUMP THAT WAS A CAROLINE W
5964	XYLEM DEWATERING	UTILITY SYSTEM	RENTAL EQUIPMENT	1,224.12	7187135	PUMP RENTAL
3323	CADENCE BANK	UTILITY SYSTEM	TRAVEL & TRAINING	313.50	7187014	HOTEL EXPENSE S. BOXX
3323	CADENCE BANK	UTILITY SYSTEM	TRAVEL & TRAINING	300.00	7187014	REG MWPCOA CONFERENCE S. BOXX
2555	MSDEVELOPMENT AUTHOR	UTILITY SYSTEM	CAP LOAN	7,355.57	7187080	LOAN PAYMENT # 50479
2555	MSDEVELOPMENT AUTHOR	UTILITY SYSTEM	CAP LOAN	4,022.49	7187080	LOAN PAYMENT # 50709
2555	MSDEVELOPMENT AUTHOR	UTILITY SYSTEM	CAP LOAN	5,211.34	7187080	LOAN PAYMENT # 50399

1831	SOUTHAVEN SUPPLY	UTILITY SYSTEM	SEWER MAINTENANCE EXP	45.33	7187100	MATERIALS FOR REPAIRS ON RAVEN
6631	LARRY GINGERY	UTILITY SYSTEM	SEWER MAINTENANCE EXP	230.00	7187070	ELECTRICAL REPAIRS AT 6595 LAK
1457	NEEL-SCHAFFER INC	UTILITY SYSTEM	TWIN LAKES WATER IMPR PHASE 2	2,645.95	7187084	NAIL RD WATER TREATMENT PLANT UPGRADE
1457	NEEL-SCHAFFER INC	UTILITY SYSTEM	TWIN LAKES WATER IMPR PHASE 2	5,212.70	7187086	TWIN LAKES WATER SYSTEM
9997	DEIONTAVIOUS BURNETT FLEETCOR	GENERAL FUND	DEPOSITS ON HOLD - COURT BONDS	150.00	7186992	CB REFUND D. BURNETT CASE# M2023-00107
1702	TECHNOLOGIE FLEETCOR	PLANNING	FUEL & OIL	89.21	7186969	PLANNING FUEL
1702	TECHNOLOGIE FLEETCOR	PLANNING	FUEL & OIL	127.60	7186970	PLANNING FUEL
1702	TECHNOLOGIE FLEETCOR	PLANNING	FUEL & OIL	43.80	7186996	FUEL FOR UT, ST, AND ADMIN
1702	TECHNOLOGIE FLEETCOR	POLICE	FUEL & OIL	2,109.83	7186976	4/10/23 TO 4/16/23
1702	TECHNOLOGIE	POLICE	FUEL & OIL	1,294.98	7186974	4/17/23 TO 4/23/23
4457	AT&T WIRELESS FLEETCOR	POLICE	PROFESSIONAL SERVICES	2,618.00	7186963	MONTHLY SERVICE 4/11 - 5/10
1702	TECHNOLOGIE FLEETCOR	FIRE & EMS	FUEL & OIL	521.39	7186972	FUEL 4/17 TO 4/23
1702	TECHNOLOGIE	FIRE & EMS	FUEL & OIL	3,099.99	7186997	FUEL FOR FIRE DEPT
651	ENTERGY	FIRE & EMS	UTILITIES	924.65	7186966	6363 HWY 301
651	ENTERGY	FIRE & EMS	UTILITIES	663.25	7186983	6770 TULANE
651	ENTERGY	FIRE & EMS	UTILITIES	597.33	7186983	5700 HWY 51 N
1356	ATMOS ENERGY	FIRE & EMS	UTILITIES	100.28	7186964	5711 HWY 51 N
1702	FLEETCOR TECHNOLOGIE	STREET DEPARTMENT	FUEL & OIL	585.86	7186973	PUBLIC WORKS FUEL
1702	FLEETCOR TECHNOLOGIE	STREET DEPARTMENT	FUEL & OIL	657.71	7186975	FUEL FOR UT AND ST
1702	FLEETCOR TECHNOLOGIE	STREET DEPARTMENT	FUEL & OIL	683.05	7186996	FUEL FOR UT, ST, AND ADMIN
651	ENTERGY	STREET DEPARTMENT	STREETS/TRAFFIC LIGHTING	59.84	7186966	4035 SHADOW OAKS LGTS
651	ENTERGY	STREET DEPARTMENT	STREETS/TRAFFIC LIGHTING	27.90	7186966	SHADOW OAKS PKWY NLGT
651	ENTERGY	STREET DEPARTMENT	STREETS/TRAFFIC LIGHTING	129.21	7186966	HWY 302 @ TULANE
651	ENTERGY	STREET DEPARTMENT	STREETS/TRAFFIC LIGHTING	49.20	7186966	4188 GOODMAN RD W
651	ENTERGY	STREET DEPARTMENT	STREETS/TRAFFIC LIGHTING	57.15	7186986	4275 HWY 51 N
1702	FLEETCOR TECHNOLOGIE	ANIMAL CONTROL	FUEL & OIL	63.51	7186968	FUEL FOR ANIMAL CONTROL
1702	FLEETCOR TECHNOLOGIE	ANIMAL CONTROL	FUEL & OIL	5.12	7186967	ANIMAL CONTROL
1702	FLEETCOR TECHNOLOGIE	ANIMAL CONTROL	FUEL & OIL	55.25	7186994	FUEL FOR ANIMAL CONTROL
651	ENTERGY	ANIMAL CONTROL	UTILITIES	217.84	7186983	6520 CENTER E
651	ENTERGY	ANIMAL CONTROL	UTILITIES	616.55	7186993	6464 CENTER ST E
1356	ATMOS ENERGY	ANIMAL CONTROL	UTILITIES	111.77	7186984	6410 CENTER ST E

1702	FLEETCOR TECHNOLOGIE FLEETCOR	PARKS & REC	FUEL & OIL	287.72	7186971	PARKS & REC
1702	TECHNOLOGIE	PARKS & REC	FUEL & OIL	493.22	7186995	FUEL FOR PARKS 3500 LAUREL CV T BURMA HOBBS PARK
651	ENTERGY	PARKS & REC	UTILITIES	128.83	7186966	SHADOW OAKS PARK 6955 TULANE E GREG MAXEY PARK
651	ENTERGY	PARKS & REC	UTILITIES	45.88	7186966	5633 TULANE BLDG A
651	ENTERGY	PARKS & REC	UTILITIES	171.53	7186983	5633 TULANE BLDG B
651	ENTERGY	PARKS & REC	UTILITIES	595.76	7186983	5633 TULANE BLDG D
651	ENTERGY	PARKS & REC	UTILITIES	1,025.17	7186983	5633 TULANE BLDG F
651	ENTERGY	PARKS & REC	UTILITIES	1,069.36	7186983	5586 TULANE RIDGWOOD PARK COMM CSM B
651	ENTERGY	PARKS & REC	UTILITIES	418.16	7186983	RIDGWOOD PARK COMM CSM
651	ENTERGY	PARKS & REC	UTILITIES	29.17	7186983	5633 TULANE BLDG TENN
651	ENTERGY	PARKS & REC	UTILITIES	27.42	7186983	
651	ENTERGY	PARKS & REC	UTILITIES	185.81	7186983	
651	ENTERGY	PARKS & REC	UTILITIES	269.61	7186983	
6639	PETTY CASH/ERIC COLE	PARKS & REC	PARK SUPPLIES	43.35	7186982	PARK SUPPLIES EASTER
6626	ODP BUSINESS SOLUTIO	ADMINISTRATIVE EXPENSE	OFFICE SUPPLIES	18.69	7186977	OFFICE SUPPLIES
6626	ODP BUSINESS SOLUTIO	ADMINISTRATIVE EXPENSE	OFFICE SUPPLIES	6.98	7186977	OFFICE SUPPLIES
6626	ODP BUSINESS SOLUTIO	ADMINISTRATIVE EXPENSE	OFFICE SUPPLIES	29.99	7186977	OFFICE SUPPLIES
6626	ODP BUSINESS SOLUTIO	ADMINISTRATIVE EXPENSE	OFFICE SUPPLIES	34.99	7186981	OFFICE SUPPLIES
6626	ODP BUSINESS SOLUTIO	ADMINISTRATIVE EXPENSE	OFFICE SUPPLIES	42.17	7186981	OFFICE SUPPLIES
6626	ODP BUSINESS SOLUTIO	ADMINISTRATIVE EXPENSE	OFFICE SUPPLIES	245.13	7186987	OFFICE SUPPLIES
4457	AT&T WIRELESS	ADMINISTRATIVE EXPENSE	TELEPHONE EXPENSE	1,295.00	7186963	MONTHLY SERVICE 4/11 - 5/10
5472	SOUTHERN TELECOM	ADMINISTRATIVE EXPENSE	TELEPHONE EXPENSE	1,008.34	7187000	MAY BILLING
6521	C SPIRE	ADMINISTRATIVE EXPENSE	TELEPHONE EXPENSE	289.50	7186990	MAY BILLING
651	ENTERGY	ADMINISTRATIVE EXPENSE	UTILITIES	5,779.45	7186966	3101 GOODMAN RD W
651	ENTERGY	ADMINISTRATIVE EXPENSE	UTILITIES	271.52	7186966	7460 HWY 301
1356	ATMOS ENERGY	ADMINISTRATIVE EXPENSE	UTILITIES	114.42	7186965	7460 HWY 301
6670	QUINN CONTRACTING	ADMINISTRATIVE EXPENSE	NRCS PROJECT	106,296.99	7186999	EWP FIVE VARIOUS SITES #6
651	ENTERGY	LIBRARY EXPENSE	UTILITIES	1,243.06	7186983	2885 GOODMAN RD W
6584	TERREL A CATES JR	ECONOMIC DEVELOPMENT	PROMOTIONS	4,000.00	7186979	CONSULTING FEES MAY 2023
1702	FLEETCOR TECHNOLOGIE	UTILITY SYSTEM	FUEL & OIL	585.86	7186973	PUBLIC WORKS FUEL
1702	FLEETCOR TECHNOLOGIE	UTILITY SYSTEM	FUEL & OIL	657.71	7186975	FUEL FOR UT AND ST
1702	FLEETCOR TECHNOLOGIE	UTILITY SYSTEM	FUEL & OIL	683.05	7186996	FUEL FOR UT, ST, AND ADMIN

940	HORN LAKE POSTMASTER	UTILITY SYSTEM	TELEPHONE & POSTAGE	3,194.30	7186980	POSTAGE
5472	SOUTHERN TELECOM	UTILITY SYSTEM	TELEPHONE & POSTAGE	192.00	7187000	MAY BILLING
379	COAHOMA ELECTRIC POW	UTILITY SYSTEM	UTILITIES	31.62	7186991	LAKE FOREST DR WEST
379	COAHOMA ELECTRIC POW	UTILITY SYSTEM	UTILITIES	178.60	7186991	HICKORY CREST
651	ENERGY	UTILITY SYSTEM	UTILITIES	13.15	7186966	3400 TULANE RD W
651	ENERGY	UTILITY SYSTEM	UTILITIES	2,556.26	7186966	3101 GOODMAN RD W
651	ENERGY	UTILITY SYSTEM	UTILITIES	136.70	7186966	4871 GOODMAN RD
651	ENERGY	UTILITY SYSTEM	UTILITIES	90.52	7186966	6285 MANCHESTER
651	ENERGY	UTILITY SYSTEM	UTILITIES	31.53	7186966	7445 HICKORY ESTATES DR
651	ENERGY	UTILITY SYSTEM	UTILITIES	559.13	7186966	POPLAR FOREST LOT 38
651	ENERGY	UTILITY SYSTEM	UTILITIES	20.20	7186966	7076 CHANCE RD
651	ENERGY	UTILITY SYSTEM	UTILITIES	92.70	7186966	DESOTO RD PUMP WELL @ HOLLY HILLS COMM CSM
651	ENERGY	UTILITY SYSTEM	UTILITIES	511.84	7186966	
651	ENERGY	UTILITY SYSTEM	UTILITIES	94.99	7186966	HICKORY FOREST LIFT STA
651	ENERGY	UTILITY SYSTEM	UTILITIES	155.36	7186966	LIFT STA LAKE FOREST
651	ENERGY	UTILITY SYSTEM	UTILITIES	195.71	7186966	4410 SHADOW GLEN DR
651	ENERGY	UTILITY SYSTEM	UTILITIES	1,222.39	7186966	2885 MEADOWBROOK DR
651	ENERGY	UTILITY SYSTEM	UTILITIES	2,916.67	7186966	NAIL RD
651	ENERGY	UTILITY SYSTEM	UTILITIES	192.49	7186966	6947 ALLEN DR
651	ENERGY	UTILITY SYSTEM	UTILITIES	76.75	7186966	7240 A WILLOW POINT DR
651	ENERGY	UTILITY SYSTEM	UTILITIES	96.58	7186966	5408A RIDGEFIELD DR
651	ENERGY	UTILITY SYSTEM	UTILITIES	39.91	7186966	7268 HORN LAKE RD
651	ENERGY	UTILITY SYSTEM	UTILITIES	66.08	7186966	4854 SHERRY DR
651	ENERGY	UTILITY SYSTEM	UTILITIES	16.33	7186966	6652 ALICE DR
651	ENERGY	UTILITY SYSTEM	UTILITIES	12.67	7186966	4585 PECAN AVE
651	ENERGY	UTILITY SYSTEM	UTILITIES	18.25	7186966	4959 PECAN AVE
651	ENERGY	UTILITY SYSTEM	UTILITIES	251.56	7186966	5235 GOODMAN RD
651	ENERGY	UTILITY SYSTEM	UTILITIES	12.26	7186966	4704 LAKE CV
651	ENERGY	UTILITY SYSTEM	UTILITIES	424.08	7186983	5241 NAIL RD

651	ENERGY	UTILITY SYSTEM	UTILITIES	132.50	7186983	5536 WINTERWOOD
651	ENERGY	UTILITY SYSTEM	UTILITIES	30.34	7186983	COLE RD
651	ENERGY	UTILITY SYSTEM	UTILITIES	49.98	7186983	CROSS RD PUMP
651	ENERGY	UTILITY SYSTEM	UTILITIES	517.48	7186983	3259 NAIL RD
651	ENERGY	UTILITY SYSTEM	UTILITIES	21.91	7186983	KINGSVIEW LAKE
651	ENERGY	UTILITY SYSTEM	UTILITIES	87.26	7186983	5696 LAURIE CV APT R
651	ENERGY	UTILITY SYSTEM	UTILITIES	199.71	7186983	LIFT PUMP 5768 CHOCTAW
651	ENERGY	UTILITY SYSTEM	UTILITIES	44.17	7186983	5881 JACKSON
651	ENERGY	UTILITY SYSTEM	UTILITIES	124.84	7186983	5111 CAROLINE APT R
651	ENERGY	UTILITY SYSTEM	UTILITIES	138.88	7186983	5900 TWIN LAKES
651	ENERGY	UTILITY SYSTEM	UTILITIES	34.55	7186983	5921 CAROLINE DR
651	ENERGY	UTILITY SYSTEM	UTILITIES	597.27	7186983	6400 CENTER ST E
651	ENERGY	UTILITY SYSTEM	UTILITIES	864.70	7186983	6357 HURT RD WELL COMM CSM
651	ENERGY	UTILITY SYSTEM	UTILITIES	153.13	7186986	4787 BONNE TERRE
651	ENERGY	UTILITY SYSTEM	UTILITIES	66.43	7186986	SPIKE LN
651	ENERGY	UTILITY SYSTEM	UTILITIES	307.80	7186986	4526 ALDEN LAKE DR W
651	ENERGY	UTILITY SYSTEM	UTILITIES	99.56	7186986	4356 SHARON DR
651	ENERGY	UTILITY SYSTEM	UTILITIES	48.12	7186986	4556 BONNE TERRE
651	ENERGY	UTILITY SYSTEM	UTILITIES	31.74	7186993	LAKE FOREST SUBD
1356	ATMOS ENERGY	UTILITY SYSTEM	UTILITIES	180.03	7186985	6400 CENTER ST E
9997	MDEQ	UTILITY SYSTEM	MACHINERY & EQUIPMENT	10.00	7187001	WELL PERMIT RENEWAL FOR CITY HALL WELL AT WATER PL
6685	PHILLIPS CONTRACTING	UTILITY SYSTEM	TWIN LAKES WATER IMPR PHASE 2	217,892.20	7186978	NAIL RD WTP #3
6685	PHILLIPS CONTRACTING	UTILITY SYSTEM	TWIN LAKES WATER IMPR PHASE 2	107,903.71	7186998	NAIL RD WTP #5
				844,787.56		

Order #05-16-23

Approval of Claims Docket

Be It Ordered:

By the Mayor and Board of Aldermen to approve the Claims Docket as presented, provided funds are budgeted and available, finding that the expenditures are to objects authorized by law.

Said motion was made by Alderman Guice and seconded by Alderman Young.

A roll call vote was taken with the following results:

Ayes: Alderman Klein, Alderman Bledsoe, Alderman Guice, Alderman Johnson, Alderman DuPree, and Alderman Young.

Nays: Alderman Bostick.

Absent: None.

So ordered this 16th day of May, 2023.

Mayor

Attest:

CAO/City Clerk
Seal

**At this time the Mayor called on Chief Linville to present the MS Fireman of the Year award to Mr. Clay Willingham.

**At this time the Mayor called on Mr. William Horne of Olive Branch, MS, the secretary of the DeSoto Chapter of the Sons of the American Revolution to present the award for Policeman of the Year to Mr. Tanner Moore and Fireman of the Year to Mr. Shane Headley in recognition for their service.

**At this time, the Mayor opened the public hearing on the properties alleged to be in need of cleaning. No one appeared to speak or offer evidence to dispute the need for cleaning as provided by City Code Enforcement. The hearing was declared closed.

Resolution 05-02-23

RESOLUTION FOR CLEANING PRIVATE PROPERTY

6175 Somerset	7033 Tudor	5348 Haynes
6275 Southbridge	5722 Chickasaw	5151 Brenda Cove
3555 Laurel	7190 Dunbarton	4851 Trolley Lane
5835 Shannon	7401 Dunbarton	5586 Jordan
5671 Chapel Hill	1502 Goodman	3735 Ramblewood
5511 Chapel Hill	5680 Ashford	4425 Shadow Ridge
4285 Shadow Ridge	Parcel 1088280200000300	2056 Goodman
Parcel 1088000000000109	1926 Ingleside Cove	Parcel 208102180001030
2793 Ashbriar	Parcel 1088270600000600	5615 Ingleside
6266 Tulane	2550 Goodman	Parcel 1089300700000500
2600 Eastbrook	3075 Normandy	Parcel 1087360200000600
3821 Nail	6188 Cornwall	Parcel 1087350800000600
2484 Goodman	6296 Tulane	7056 Foxhall
5523 Chapel Hill		

WHEREAS, the governing authorities of the City of Horn Lake have received complaints regarding the following properties:

To the effect that said properties have been neglected to the point that weeds and grass are overgrown and there may exist other significant code and hazardous issues on the properties and that the properties in their present condition are a menace to the public health, safety and welfare of the community; and

WHEREAS, pursuant to Section 21-19-11 of the Mississippi Code of 1972 Annotated, as Amended, the municipal authorities have attempted notifying the property owner of the condition of the property, giving at least two (2) weeks' notice before the date of the public hearing, by mailing the notice to the address of the subject property and to the address where the ad valorem tax notice for such property is sent by the office charged with collecting the ad

valorem tax; and on the property or parcel of land alleged to be in need of cleaning, giving notice of a hearing, by the Mayor and Board of Aldermen at their regular meeting on **Tuesday, May 16, 2023 beginning at 6:00 p.m.; and**

WHEREAS, pursuant to Section 21-19-11 of the Mississippi Code of 1972 Annotated, as Amended by HB 1281 of the 2010 regular session, a copy of the notice form, that was mailed and posted on the property or parcel is set out below to be included in the minutes of the governing authority in conjunction with this hearing;

Date

To:

The enclosed Notice of Hearing is given to you, as owner of the property located at, **property address** pursuant to Section 21-19-11 of the Mississippi Code. The public hearing will be held for the governing authority to determine if the above described property is in need of cleaning. **The public hearing on this property will be held on May 16, 2023 beginning at 6:00 p.m., at City Hall, 3101 Goodman Road, Horn Lake, Mississippi 38637.**

If pursuant to the public hearing the above described property is found to be in need of cleaning and it is authorized by the governing authority, the city will mow the grass and/or clean this property and make any other necessary repairs to bring this property into compliance with codes and ordinances adopted by the city.

If the property is cleaned by the city, the actual cost of cleaning the property, a penalty as set by the governing authority (up to the maximum of \$1,500.00), and any administrative and legal costs incurred by the city will be recorded as a tax lien against the property with the Desoto County Tax Collector's Office.

You are further advised should the Board of Aldermen, pursuant to this hearing, determine that this property is in need of cleaning and adjudicate such on its minutes, that will authorize the city to reenter this property or parcel of land for a period of one (1) year after the hearing, without any further hearing, if notice is posted on the property or parcel of land and at city hall or another place in the city where such notices are generally posted at least seven (7) days before the property or parcel of land is reentered for cleaning.

I declare that the notice with this acknowledgement was mailed and/or posted on the property on or before

April 18, 2023.

Code Enforcement Division
662-393-6174

WHEREAS, the Mayor and Board of Aldermen on said date conducted a hearing to determine whether or not said parcels of land in their present condition were a menace to the public health, safety and welfare of the community. The property owner did not appear at said hearing, nor was any defense presented on their behalf.

THEREFORE, BE IT RESOLVED AND ADJUDICATED by the Mayor and Board of Aldermen of the City of Horn Lake that the said parcels of land located at said properties in the City of Horn Lake in their present condition are a menace to the public health, safety and welfare of the community and if said land owners do not do so themselves the City of Horn Lake with the use of municipal employees or contract services will immediately proceed to clean the land, cutting weeds, removing rubbish, other debris and make any other necessary repairs. All actual costs, plus penalties, administrative and legal costs will become an assessment and be filed as a tax lien against the property.

Following the reading of the Resolution it was introduced by Alderman Bostick . And seconded by Alderman Klein for adoption and the Mayor put said Resolution to a Roll Call Vote with the following results, to wit:

ALDERMAN KLEIN	AYE
ALDERMAN GUICE	AYE
ALDERMAN BLEDSOE	AYE
ALDERMAN BOSTICK	AYE
ALDERMAN YOUNG	AYE
ALDERMAN JOHNSON	AYE
ALDERMAN DUPREE	AYE

The resolution having received the proper vote of all Aldermen present was declared to be carried and adopted on the 16th Day of May, 2023.

ALLEN LATIMER, MAYOR

ATTEST:

CAO/City Clerk
Seal

**At this time Alderman Bostick raised a question regarding Item B on New Business, requesting that the Board of Aldermen be provided a detailed list of items to be completed on the refurbishments to City Hall and the expected cost of said repairs/improvements. There was discussion on the amount of the bond issue, interest rates if there was a delay in approval, timing of request, and limiting change orders.

Resolution #05-03-23

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF HORN LAKE, MISSISSIPPI, AUTHORIZING AND DIRECTING THE ISSUANCE OF THE GENERAL OBLIGATION PUBLIC IMPROVEMENT BOND, SERIES 2023 (CITY OF HORN LAKE, MISSISSIPPI, GBOENERAL OBLIGATION PUBLIC IMPROVEMENT PROJECT), OF THE CITY OF HORN LAKE, MISSISSIPPI, IN THE MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF \$9,000,000, IN ONE OR MORE FEDERALLY TAXABLE OR TAX-EXEMPT SERIES, TO PROVIDE FUNDS FOR VARIOUS AUTHORIZED PURPOSES AS DETAILED HEREIN; PRESCRIBING THE FORM AND INCIDENTS OF THE QUALIFIED OBLIGATION; APPROVING THE FORM AND EXECUTION OF A QUALIFIED OBLIGATION PURCHASE AGREEMENT FOR THE SALE OF THE QUALIFIED OBLIGATION TO THE BANK AND A BANK BONDS PURCHASE AGREEMENT FOR THE SALE OF THE MISSISSIPPI DEVELOPMENT BANK SPECIAL OBLIGATION BONDS, SERIES 2023 (CITY OF HORN LAKE, MISSISSIPPI, GENERAL OBLIGATION PUBLIC IMPROVEMENT PROJECT), IN ONE OR MORE FEDERALLY TAXABLE OR TAX-EXEMPT SERIES, IN THE MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF \$9,000,000, TO THE UNDERWRITER OR THE PURCHASER; APPROVING AND AUTHORIZING THE FORM OF AND THE EXECUTION AND DISTRIBUTION OF A PRELIMINARY OFFICIAL STATEMENT AND OFFICIAL STATEMENT PERTAINING TO THE BANK BONDS; APPROVING THE FORM OF THE INDENTURE OF TRUST FOR THE BANK BONDS; AUTHORIZING BOND INSURANCE AND BOND RATINGS AND AUTHORIZING ACTIONS AND COVENANTS WITH RESPECT THERETO; PAYING THE RELATED COSTS OF THE AUTHORIZATION, ISSUANCE, SALE, VALIDATION, AND DELIVERY OF THE QUALIFIED OBLIGATION AND THE BANK BONDS; AND FOR RELATED PURPOSES.

WHEREAS, the Mayor and Board of Aldermen of City of Horn Lake, Mississippi (the “Governing Body” of the “Municipality”), acting for and on behalf of the Municipality, hereby finds, determines, adjudicates, and declares as follows:

1. In addition to any words and terms elsewhere defined herein, the following words and terms shall have the following meanings, unless the context or use otherwise requires. Words of the masculine gender should be deemed and constructed to include correlative words of the female and neuter gender. Capitalized terms used and not defined herein shall have the meanings ascribed to them in the Indenture.

“**Act**” means together the Municipal Improvements Act, the Bank Act, and other applicable laws of the State.

“Authorized Purposes” means erecting municipal buildings, auditoriums, community centers, gymnasiums, and athletic stadiums, preparing and equipping athletic fields, and purchasing buildings or land therefor, and for repairing, improving, adorning, and equipping the same; erecting or purchasing waterworks, gas, electric, and other public utility plants or distribution systems or franchises, and repairing, improving, and extending the same; establishing sanitary, storm, drainage, or sewerage systems, and repairing, improving, and extending the same; protecting the Municipality, its streets, and sidewalks from overflow, caving banks, and other like dangers; constructing, improving, or paving streets, sidewalks, driveways, parkways, walkways, or public parking facilities, and purchasing land therefor; purchasing land for parks and public playgrounds, and improving, equipping, and adorning the same, including the constructing, repairing, and equipping of swimming pools and other recreational facilities; constructing bridges and culverts; altering or changing the channels of streams and water courses to control, deflect, or guide the current thereof; purchasing fire-fighting equipment and apparatus, and providing housing for same, and purchasing land therefor; purchasing machinery and equipment which have an expected useful life in excess of 10 years, but specifically not including any motor vehicles weighing less than 12,000 pounds.

“Bank” means the Mississippi Development Bank, a body corporate and politic exercising essential public functions, or any successor to its functions.

“Bank Act” means the provisions of Sections 31-25-1 *et seq.*, Mississippi Code of 1972, as amended.

“Bank Bonds” means the Mississippi Development Bank Special Obligation Bonds, Series 2023 (City of Horn Lake, Mississippi, General Obligation Public Improvement Project), in one or more federally taxable or tax-exempt series, in the maximum aggregate principal amount of \$9,000,000, issued pursuant to the Indenture.

“Bank Bonds Purchase Agreement” means the bond purchase agreement, term sheet, commitment to finance, or other similar agreement among the Bank, the Municipality, and the Underwriter or the Purchaser, in connection with the sale and issuance of the Bank Bonds.

“Bond Counsel” means an attorney or firm of attorneys approved by the Municipality and the Bank which are nationally recognized in the area of municipal law and matters relating to the exclusion of interest on state and local government bonds from gross income under federal tax law. Watkins & Eager PLLC, Jackson, Mississippi, is serving as Bond Counsel in connection with the authorization, issuance, sale, validation, and delivery of the Qualified Obligation and the Bank Bonds.

“Bond Insurer” means the Bond Insurer (if any) as defined in Section 25 hereof, or any successor thereto or assignee thereof.

“Bond Register” means the books for the registration and transfer of the Qualified Obligation kept by the Trustee in its capacity as registrar and transfer agent of the Qualified Obligation.

“City Clerk” means the City Clerk of the Municipality.

“Code” means the Internal Revenue Code of 1986, as amended, and all applicable Treasury Regulations promulgated thereunder.

“General Account” means the account by that name created by the Indenture.

“General Fund” means the fund by that name created by the Indenture.

“Governing Body” means the Mayor and Board of Aldermen of the Municipality.

“Indenture” means the Indenture of Trust between the Bank and the Trustee, and acknowledged by the Municipality, pursuant to which the Bank Bonds are issued, and all supplements and amendments thereto.

“Intercept Agreement” means the intercept agreement, if any, between the Municipality and the Bank, and acknowledged by the Trustee, in order to further secure the Bank Bonds.

“Interest Payment Date” means each date, annual or semiannual, for the payment of interest due on the Qualified Obligation, as further defined in the Indenture.

“Mayor” means the Mayor of the Municipality.

“Municipal Improvements Act” means the provisions of Sections 21-33-301 *et seq.*, Mississippi Code of 1972, as amended.

“Municipality” means the City of Horn Lake, Mississippi, a “local governmental unit” under the Bank Act.

“Municipality Bond Resolution” means this resolution adopted by the Governing Body on May 16, 2023, in connection with the issuance of the Qualified Obligation.

“Paying Agent” means a banking association or corporation organized and existing under the laws of the State, or any successor thereto, acting as the Paying Agent under the provisions of the Municipality Bond Resolution.

“Placement Agent” means Raymond James & Associates, Inc., Memphis, Tennessee.

“Placement Agreement” means the private placement agreement between the Bank, the Placement Agent, and the Municipality, for the private placement and sale of the Bank Bonds.

“Project” means providing funds to finance the costs of (i) the Authorized Purposes; (ii) funding a capitalized interest account, if necessary; and, (iii) paying the costs of the authorization, issuance, sale, validation, and delivery of the Qualified Obligation and the Bank Bonds.

“Purchaser” mean the purchaser or purchasers of the Bank Bonds pursuant to the Placement Agreement and/or the Bank Bonds Purchase Agreement.

“Qualified Obligation” means the General Obligation Public Improvement Bond, Series 2023 (City of Horn Lake, Mississippi, General Obligation Public Improvement Project), in one or

more federally taxable or tax-exempt series, in the maximum aggregate principal amount of \$9,000,000, issued by the Municipality pursuant to the Municipality Bond Resolution and registered to the Trustee as assignee of the Bank pursuant to the Indenture.

“Qualified Obligation Purchase Agreement” means the purchase agreement to be executed by and between the Municipality and the Bank, in connection with the sale and issuance of the Qualified Obligation.

“Record Date” means, with respect to any Interest Payment Date, the 15th day of the calendar month next preceding such Interest Payment Date.

“Redemption Price” means, with respect to any Bank Bond, the principal amount thereof, plus the applicable premium, if any, and accrued but unpaid interest payable upon redemption of such Bank Bond prior to maturity.

“Registered Owner” means the person or persons in whose name the Qualified Obligation shall be registered on the Bond Register.

“State” means the State of Mississippi.

“Trustee” means a state banking corporation or national banking association with corporate trust powers qualified to act as Trustee under the Indenture which may be designated (originally or as a successor) as Trustee for the owners of the Bank Bonds issued and secured under the terms of the Indenture.

“Underwriter” means Raymond James & Associates, Inc., Memphis, Tennessee.

2. On April 18, 2023, the Governing Body adopted a resolution entitled **“RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF HORN LAKE, MISSISSIPPI, DECLARING THE INTENTION TO ISSUE GENERAL OBLIGATION PUBLIC IMPROVEMENT BONDS OF THE MUNICIPALITY, TO ISSUE A GENERAL OBLIGATION PUBLIC IMPROVEMENT BOND OF THE MUNICIPALITY FOR SALE TO THE MISSISSIPPI DEVELOPMENT BANK, OR TO ENTER INTO A LOAN AGREEMENT WITH THE MISSISSIPPI DEVELOPMENT BANK, ALL IN THE MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF \$9,000,000, IN ONE OR MORE FEDERALLY TAXABLE OR TAX-EXEMPT SERIES, AND FOR A TERM OF ANY INDIVIDUAL SERIES NOT TO EXCEED 30 YEARS, TO PROVIDE FUNDS FOR THE AUTHORIZED PURPOSES DESCRIBED HEREIN; DIRECTING PUBLICATION OF NOTICE OF SUCH INTENTION; AND FOR RELATED PURPOSES.”** (the “Resolution of Intent”).

3. As required by law and as directed by the Resolution of Intent, the Resolution of Intent was published once a week for at least 3 consecutive weeks in the *DeSoto Times-Tribune*, a newspaper having a general circulation in the Municipality and qualified under the provisions of Section 13-3-31, Mississippi Code of 1972, as amended, the first publication having been made not less than 21 days prior to May 16, 2023, and the last publication having been made not more than 7 days prior to such date, the Resolution of Intent having been published in the *DeSoto Times-*

Tribune on April 20, 2023, April 27, 2023, May 4, 2023, and May 11, 2023, as evidenced by the publisher's affidavit on file in the office of the City Clerk and attached hereto as **Exhibit F**.

4. On or prior to May 16, 2023, at 6:00 p.m., the date and hour set for the receipt of protests, no written protest or other objection of any kind or character against the issuance of the debt obligations described in the Resolution of Intent were filed or presented by qualified electors of the Municipality.

5. The Municipality is now authorized and empowered by the provisions of the Act to issue the Qualified Obligation for the Project, without an election on the question of the issuance thereof, pursuant to further resolutions of the Governing Body.

6. The Municipality is now authorized to issue and sell the Qualified Obligation registered as to principal and interest in the form and in the manner hereinafter provided.

7. This Municipality Bond Resolution is hereby adopted by the Governing Body pursuant to the provisions of the Act to direct the issuance and sale of the Qualified Obligation for the Project and in accordance with the procedures set forth herein.

8. The Bank is authorized pursuant to the Bank Act to issue its Bank Bonds for the purpose of purchasing the Qualified Obligation of the Municipality to provide funds for the Project.

9. The Governing Body is now authorized to issue, in its discretion, and under the provisions of the Act, the Qualified Obligation in order to provide funds for the Project. It is advisable and in the public interest to issue the Qualified Obligation for the Project, registered as to principal and interest in the form and manner hereinafter provided for.

10. It has now become necessary to make provision for the preparation, execution, and issuance of the Qualified Obligation, which may be issued as hereinafter set forth.

11. The Governing Body desires to: (i) authorize the Municipality to issue and sell its Qualified Obligation to the Bank; (ii) authorize the Bank to negotiate the sale of the Bank Bonds to (a) the Underwriter pursuant to the Bank Bonds Purchase Agreement, or to (b) the Purchaser pursuant to the Bank Bonds Purchase Agreement and the Placement Agreement; (iii) authorize the appointment of the Trustee under the Indenture for the Bank Bonds, and also as Paying Agent for the Bank Bonds; and (iv) approve the payment of costs of authorization, issuance, sale, validation, and delivery of the Qualified Obligation and the Bank Bonds.

12. The Governing Body finds it necessary to approve the form of, execution of, and distribution of, as applicable: (i) the Qualified Obligation Purchase Agreement; (ii) the Indenture; (iii) the Post Issuance Compliance Procedures (the "Post Issuance Compliance Procedures"); (iv) the continuing disclosure agreement (the "Continuing Disclosure Agreement"), to be executed by the Municipality if necessary and advisable based upon further advice and counsel of Bond Counsel and the Municipal Advisor; (v) the Bank Bonds Purchase Agreement; (vi) the Placement Agreement; (vii) the Intercept Agreement; and (viii) the preliminary official statement for the Bank Bonds (the "Preliminary Official Statement").

13. It is advisable and in the public interest to authorize the Mayor and the City Clerk to arrange for a municipal bond rating for the Qualified Obligation and the Bank Bonds in the event that said officers determine that obtaining any such rating is in the best interests of the Municipality. The Governing Body should authorize the obtaining of such rating, the execution of any documents necessary or appropriate for such purpose, and the commitment to pay the rating fee and usual costs pertaining to any such rating by the Mayor and the City Clerk if such officers determine any such rating to be in the best interest of the Municipality.

14. It is advisable and in the public interest to authorize the Mayor and the City Clerk to arrange for municipal bond insurance to guarantee the payments of the principal of and interest on the Qualified Obligation and the Bank Bonds from a municipal bond insurance corporation in the event that said officers determine that obtaining any such municipal bond insurance is in the best interests of the Municipality. The Governing Body should authorize the obtaining of such municipal bond insurance, the execution of any documents necessary or appropriate for such purpose, and the commitment to pay the fees and usual costs, if any, pertaining to any such municipal bond insurance by the Mayor and the City Clerk if such officers determine any such municipal bond insurance to be in the best interest of the Municipality.

15. The Bank Bonds will not be “private activity bonds” as such term is defined in Section 141 of the Code.

16. The Code provides that noncompliance with the provisions thereof may cause interest on obligations to become taxable retroactive to the initial date of issuance and provides that the tax-exempt status of interest on obligations such as the Bank Bonds is contingent on a number of future actions by the Municipality. It is necessary to make certain covenants pertaining to the exclusion of the interest on the Bank Bonds from gross income for purposes of federal income taxation since such exclusion will depend, in part, upon continuing compliance by the Municipality with certain requirements of the Code.

17. The Qualified Obligation will be a general obligation of the Municipality payable as to principal and interest out of and secured by an irrevocable pledge of the avails of a tax to be levied annually upon all the taxable property within the geographical limits of the Municipality, which tax, together with any other moneys available for such purpose, shall be sufficient to provide for the payment of the principal of and the interest on the Qualified Obligation according to the terms thereof.

18. The assessed value of all property within the Municipality, according to the last completed assessment for taxation, is \$218,858,058; the Municipality has outstanding bonded indebtedness subject to the 15% debt limit prescribed by the Municipal Improvements Act, in the amount of \$7,683,000, and outstanding bonded and floating indebtedness subject to the 20% debt limit prescribed by the Municipal Improvements Act (which amount includes the sum set forth above subject to the 15% debt limit), in the amount of \$7,683,000; the issuance of the Qualified Obligation, hereinafter proposed to be issued, when added to the outstanding bonded indebtedness of the Municipality, will not result in bonded indebtedness, exclusive of indebtedness not subject to the aforesaid 15% debt limit, of more than 15% of the assessed value of taxable property within the Municipality, and will not result in indebtedness, both bonded and floating, exclusive of indebtedness not subject to the aforesaid 20% debt limit, in excess of 20% of the assessed value

of taxable property within the Municipality and will not exceed any constitutional or statutory limitation upon indebtedness which may be incurred by the Municipality.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND BOARD OF ALDERMEN, ACTING FOR AND ON BEHALF OF THE CITY OF HORN LAKE, MISSISSIPPI, AS FOLLOWS:

SECTION 1. MUNICIPALITY BOND RESOLUTION CONSTITUTES A CONTRACT.

In consideration of the purchase and acceptance of the Qualified Obligation by the Registered Owner thereof, this Municipality Bond Resolution shall constitute a contract between the Municipality and the Registered Owner from time to time of the Qualified Obligation. The pledges made herein and the covenants and agreements herein set forth to be performed on behalf of the Municipality shall be for the equal benefit, protection, and security of the Registered Owner of the Qualified Obligation, all of which, regardless of the time or times of their authentication and delivery or maturity, shall be of equal rank without preference, priority, or distinction.

SECTION 2. AUTHORIZATION AND PURPOSE OF QUALIFIED OBLIGATION.

The Qualified Obligation is hereby authorized and ordered to be prepared and issued in the maximum aggregate principal amount of \$9,000,000, in one or more federally taxable or tax-exempt series, to provide funds for the Project, including the payment of a premium for municipal bond insurance, if any, to guarantee the payments of the principal of and interest on the Bank Bonds and the Qualified Obligation.

SECTION 3. TERMS OF QUALIFIED OBLIGATION.

The Qualified Obligation shall be registered as to both principal and interest; shall be dated the date of the Bank Bonds; shall be issued in a single denomination equal to the principal amount thereof; shall be numbered one; shall bear interest from the date thereof at the rate or rates borne by the Bank Bonds as provided in the Indenture, payable at such times as provided in the Indenture; and shall mature and become due and payable, with option of prior payment, in the same manner and the same dates and times as provided for the Bank Bonds in the Indenture.

SECTION 4. REDEMPTION OF QUALIFIED OBLIGATION.

The Qualified Obligation is subject to redemption at the option of the Municipality and scheduled mandatory redemption prior to maturity thereof, only at the times, to the extent, in the manner, and in the amounts that the Bank Bonds are subject to optional and mandatory redemption as provided in the Indenture. The Municipality shall provide proper notice to the Bank and the Trustee as provided in the Indenture in the event the Municipality elects to redeem the Qualified Obligation or any portion thereof, and redemption of the Qualified Obligation or any portion thereof shall be as provided in the Indenture. It is intended that redemption of the Qualified Obligation, or any portion thereof may only occur through the processes provided in the Indenture, and the Municipality hereby accepts such redemption provisions by this reference.

SECTION 5. REGISTRATION AND EXECUTION OF QUALIFIED OBLIGATION.

(a) When the Qualified Obligation shall have been validated and executed as herein provided, the Qualified Obligation shall be registered as an obligation of the Municipality in a book maintained for that purpose by the Paying Agent, and the City Clerk shall cause to be imprinted upon the Qualified Obligation, over the signature of the City Clerk (or a facsimile thereof) and the seal of the Municipality (or a facsimile thereof), the City Clerk's "Registration and Validation Certificate" in substantially the form set out in Section 8 hereof.

(b) The Qualified Obligation shall be executed by the manual or facsimile signature of the Mayor and countersigned by the manual or facsimile signature of the City Clerk, with the seal of the Municipality imprinted or affixed thereto; provided, however, all signatures and seals appearing on the Qualified Obligation, other than the signature of an authorized officer of the Paying Agent as hereinafter provided, may be facsimile and shall have the same force and effect as if manually signed or impressed. In case any official of the Municipality whose signature or a facsimile of whose signature shall appear on the Qualified Obligation shall cease to be such official before the delivery or reissuance thereof, such signature or such facsimile shall nevertheless be valid and sufficient for all purposes, the same as if such official had remained in office until delivery or reissuance.

SECTION 6. DELIVERY OF QUALIFIED OBLIGATION.

(a) The Qualified Obligation shall be delivered to the Trustee as assignee of the Bank as purchaser upon payment of the purchase price therefor in accordance with the terms and conditions of the Qualified Obligation Purchase Agreement, together with a complete certified transcript of the proceedings had and done in the matter of the authorization, issuance, sale, and validation of the Qualified Obligation, and the final, unqualified approving opinion of Bond Counsel.

(b) Prior to or simultaneously with the delivery by the Paying Agent of the Qualified Obligation, the Municipality shall file with the Paying Agent:

(1) a copy, certified by the City Clerk, of this Municipality Bond Resolution and of the transcript of proceedings of the Governing Body in connection with the authorization, issuance, sale, and validation of the Qualified Obligation;

(2) an authorization to the Paying Agent, signed by the Mayor or the City Clerk, to authenticate and deliver the Qualified Obligation to the Trustee and stating the purchase price of the Qualified Obligation; and

(3) such other moneys or documentation, if any, as may be required by this Municipality Bond Resolution or the Indenture.

(c) The Paying Agent shall authenticate the Qualified Obligation and deliver it to the Trustee upon payment of the purchase price of the Qualified Obligation to the Municipality.

SECTION 7. PROVISIONS CONCERNING THE PAYING AGENT.

(a) The Municipality hereby designates the Trustee as Paying Agent for the Qualified Obligation.

(b) The Municipality shall pay or reimburse the Paying Agent for reasonable fees for the performance of the services normally rendered and the incurring of normal expenses reasonably and necessarily paid as are customarily paid to paying agents, transfer agents, and registrars, subject to agreement between the Municipality and the Paying Agent. Fees and reimbursements for extraordinary services and expenses, so long as not occasioned by the negligence, misconduct, or willful default of the Paying Agent, shall be made by the Municipality on a case-by-case basis, subject, where not prevented by emergency or other exigent circumstances, to the prior written approval of the Governing Body.

(c) (1) The Paying Agent may at any time resign and be discharged of its duties and obligations as Paying Agent by giving written notice at least 60 days in advance to the Municipality, and may be removed as Paying Agent at any time by resolution of the Governing Body delivered to the Paying Agent. The resolution shall specify the date on which such removal shall take effect and the name and address of the successor Paying Agent, and shall be transmitted to the Paying Agent being removed within a reasonable time prior to the effective date thereof; provided, however, that no resignation or removal of a Paying Agent shall become effective until a successor Paying Agent has been appointed pursuant to this Municipality Bond Resolution.

(2) Upon receiving notice of the resignation of a Paying Agent, the Municipality shall promptly appoint a successor Paying Agent by resolution of the Governing Body. Any appointment of a successor Paying Agent shall become effective upon acceptance of appointment by the successor Paying Agent. If no successor Paying Agent shall have been so appointed and have accepted appointment within 30 days after the notice of resignation, the resigning Paying Agent may thereupon, after such notice as it may deem appropriate, appoint a successor Paying Agent.

(3) In the event of a change of Paying Agent, the predecessor Paying Agent shall cease to be custodian of any funds held pursuant to this Municipality Bond Resolution in connection with its role as such Paying Agent, and the successor Paying Agent shall become such custodian; provided, however, that before any such delivery is required to be made, all fees, advances, and expenses of the retiring or removed Paying Agent shall be fully paid. Every predecessor Paying Agent shall deliver to its successor Paying Agent all records, documents, and instruments relating to its duties as such Paying Agent.

(4) Any successor Paying Agent appointed under the provisions hereof shall be a bank, trust company, or banking association having a combined capital and surplus of at least \$25,000,000, having Federal Deposit Insurance Corporation insurance of its accounts, duly authorized to exercise corporate trust powers, and subject to examination by and in good standing with the federal and state regulatory authorities under the jurisdiction of which it falls.

(5) Every successor Paying Agent appointed hereunder shall execute, acknowledge, and deliver to its predecessor Paying Agent and to the Municipality an instrument in writing accepting such appointment hereunder, and thereupon such successor Paying Agent, without any further act, shall become fully vested with all the rights, immunities, and powers, and subject to all the duties and obligations of its predecessor.

(6) Should any transfer, assignment, or instrument in writing be required by any successor Paying Agent from the Municipality to more fully and certainly vest in such successor Paying Agent the estates, rights, powers, and duties hereby vested or intended to be vested in the predecessor Paying Agent, any such transfer, assignment, and written instrument shall, on request, be executed, acknowledged, and delivered by the Municipality.

(7) The Municipality will provide any successor Paying Agent with certified copies of all resolutions, orders, and other proceedings adopted by the Governing Body relating to the Qualified Obligation.

(8) All duties and obligations imposed hereby on a Paying Agent or successor Paying Agent shall terminate upon the accomplishment of all duties, obligations, and responsibilities imposed by law or required to be performed by this Municipality Bond Resolution.

(d) Any corporation or association into which a Paying Agent may be converted or merged, or with which it may be consolidated or to which it may sell or transfer its assets as a whole, or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation, or transfer to which it is a party shall be and become successor Paying Agent hereunder and vested with all the powers, discretions, immunities, privileges, and all other matters as was its predecessor, without the execution or filing of any instrument or any further act, deed, or conveyance on the part of either the Municipality or the successor Paying Agent, anything herein to the contrary notwithstanding, provided only that such successor Paying Agent shall be satisfactory to the Municipality and eligible under the provisions of Section 7(c)(4).

SECTION 8. FORM OF QUALIFIED OBLIGATION. The Qualified Obligation shall be in substantially the following form, with such appropriate variations, omissions, and insertions as are permitted or required by the Qualified Obligation Purchase Agreement or this Municipality Bond Resolution, or as shall be approved by the Mayor and the City Clerk, or other officers of the Municipality, executing the Qualified Obligation, with their execution of the Qualified Obligation to be conclusive evidence of such approval.

**THIS QUALIFIED OBLIGATION HAS BEEN ASSIGNED TO _____,
_____, _____, AS TRUSTEE (THE “TRUSTEE”), UNDER AN
INDENTURE OF TRUST, DATED AS OF _____, 20__, BY AND
BETWEEN THE MISSISSIPPI DEVELOPMENT BANK (THE “BANK”)
AND THE TRUSTEE. THIS QUALIFIED OBLIGATION IS REGISTERED
IN THE NAME OF THE TRUSTEE AND IS NON-TRANSFERRABLE
EXCEPT AS PERMITTED IN THE INDENTURE.**

**UNITED STATES OF AMERICA
STATE OF MISSISSIPPI
CITY OF HORN LAKE, MISSISSIPPI
GENERAL OBLIGATION PUBLIC IMPROVEMENT BOND, SERIES 2023
(CITY OF HORN LAKE, MISSISSIPPI,
GENERAL OBLIGATION PUBLIC IMPROVEMENT PROJECT)**

NO. 1

\$ _____

REGISTERED OWNER: _____,
as Assignee of the Mississippi Development Bank

PRINCIPAL AMOUNT: _____ **Dollars**

The City of Horn Lake, Mississippi (the "Municipality"), a body politic existing under the Constitution and laws of the State of Mississippi (the "State"), acknowledges itself to owe and for value received, promises to pay in lawful money of the United States of America to the Registered Owner identified above, upon the presentation and surrender hereof, at the corporate trust office of _____, _____, _____, or its successor, as paying agent (the "Paying Agent"), for the General Obligation Public Improvement Bond, Series 2023 (City of Horn Lake, Mississippi, General Obligation Public Improvement Project), of the Municipality (this "Qualified Obligation"), on the maturity date identified above, the principal amount identified above. Payment of the principal amount of this Qualified Obligation shall be made to the Registered Owner hereof who shall appear in the registration records of the Municipality maintained by Paying Agent at the times and periods as provided in the Indenture (as defined herein).

The Municipality further promises to pay interest on such principal amount from the date of this Qualified Obligation until said principal sum is paid to the Registered Owner hereof who shall appear in the registration records of the Municipality maintained by the Paying Agent as of the Record Date (as defined in the Municipality Bond Resolution and the Indenture).

Payments of principal of and interest on this Qualified Obligation shall be made by check or draft mailed to such Registered Owner at its address as such address appears on such registration records in time to reach the Registered Owner at least 5 days prior to an Interest Payment Date (as defined in the Municipality Bond Resolution and the Indenture).

This Qualified Obligation is issued under the authority of the Constitution and statutes of the State, including Sections 21-33-301 *et seq.*, Mississippi Code of 1972, as amended (the "Municipal Improvements Act"), and Sections 31-25-1 *et seq.*, Mississippi Code of 1972, as amended (the "Bank Act") (together, the "Act"), and by the further authority of proceedings duly had by the Mayor and Board of Aldermen of the Municipality (the "Governing Body"), including resolutions adopted on April 18, 2023, and May 16, 2023 (together, the "Municipality Bond Resolution").

This Qualified Obligation is issued in the aggregate authorized principal amount of \$ _____ for the purpose of providing funds for: (i) erecting municipal buildings, auditoriums, community centers, gymnasiums, and athletic stadiums, preparing and equipping athletic fields, and purchasing buildings or land therefor, and for repairing, improving, adorning, and equipping the same; erecting or purchasing waterworks, gas, electric, and other public utility plants or distribution systems or franchises, and repairing, improving, and extending the same; establishing sanitary, storm, drainage, or sewerage systems, and repairing, improving, and extending the same; protecting the Municipality, its streets, and sidewalks from overflow, caving banks, and other like dangers; constructing, improving, or paving streets, sidewalks, driveways, parkways, walkways, or public parking facilities, and purchasing land therefor; purchasing land for parks and public playgrounds, and improving, equipping, and adorning the same, including the constructing, repairing, and equipping of swimming pools and other recreational facilities; constructing bridges and culverts; altering or changing the channels of streams and water courses to control, deflect, or guide the current thereof; purchasing fire-fighting equipment and apparatus, and providing housing for same, and purchasing land therefor; purchasing machinery and equipment which have an expected useful life in excess of 10 years, but specifically not including any motor vehicles weighing less than 12,000 pounds (the "Authorized Purposes"); (ii) funding a capitalized interest account, if necessary; and, (iii) paying the costs of the authorization, issuance, sale, validation, and delivery of the Qualified Obligation and the Bank Bonds (as defined herein) (together, the "Project").

The Municipality will duly and punctually pay the principal of, premium, if any, and interest on this Qualified Obligation at the dates and the places and in the manner mentioned in the Municipality Bond Resolution, according to the true intent and meaning thereof. Notwithstanding any schedule of payments upon the Qualified Obligation, the Municipality agrees to make payments upon the Qualified Obligation and be liable therefor at such times and in such amounts (including principal, premium, if any, and interest) so as to provide for payment of the principal of, premium, if any, and interest on the \$ _____ Mississippi Development Bank Special Obligation Bonds, Series 2023 (City of Horn Lake, Mississippi, General Obligation Public Improvement Project) (the "Bank Bonds"), outstanding under the Indenture of Trust, by and between the Mississippi Development Bank (the "Bank") and _____, _____, _____, as trustee (the "Trustee"), dated as of _____, 20____ (the "Indenture"), when due, whether upon a scheduled interest payment date, at maturity, or by mandatory redemption, optional redemption, mandatory tender, optional tender, or acceleration.

Reference is hereby made to the Municipality Bond Resolution and to all amendments and supplements thereto for the provisions, among others, with respect to the nature and extent of the security for the Registered Owner, the rights, duties, and obligations of the Municipality and the Registered Holder, and the terms upon which this Qualified Obligation is or may be issued and secured.

The Municipality and the Paying Agent may deem and treat the Registered Owner hereof as the absolute owner for the purpose of receiving payment of principal hereof and interest due hereon and for all other purposes and neither the Municipality nor the Paying Agent shall be affected by any notice to the contrary.

This Qualified Obligation shall be a general obligation of the Municipality payable as to principal of, premium, if any, and interest out of and secured by an irrevocable pledge of the avails of a tax to be levied annually upon all the taxable property within the geographical limits of the Municipality, which tax, together with any other moneys available for such purpose, shall be sufficient to provide for the payment of the principal of and the interest on the Qualified Obligation. Said tax shall be extended upon the tax rolls and collected in the same manner and at the same time as other taxes of the Municipality are collected, and the rate of the tax which shall be so extended shall be sufficient in each year fully to produce the sums required as aforesaid, without limitation as to time, rate, or amount. The avails of said tax are hereby irrevocably pledged for the payment of the principal of, premium, if any, and interest on the Qualified Obligation as the same shall mature and accrue. Should there be a failure in any year to comply with the requirements, such failure shall not impair the right of the holder of the Qualified Obligation in any subsequent year to have adequate taxes levied and collected to meet the obligations of the Qualified Obligation, as to principal of, premium, if any, and interest.

This Qualified Obligation is the only evidence of indebtedness issued and outstanding under the Municipality Bond Resolution. This Qualified Obligation has been purchased by the Bank and has been assigned to the Trustee under the Indenture. This Qualified Obligation is registered in the name of the Trustee and is non-transferable except as provided in the Indenture.

The Municipality and the Trustee may deem and treat the person in whose name this Qualified Obligation is registered as the absolute owner hereof, whether this Qualified Obligation shall be overdue or not, for the purpose of receiving payment of the principal of, premium, if any, and interest on this Qualified Obligation and for all other purposes. All such payments so made to the Registered Owner shall be valid and effectual to satisfy and discharge the liability upon this Qualified Obligation to the extent of the sum or sums paid, and neither the Municipality nor the Trustee shall be affected by any notice to the contrary.

Upon a default in payment under this Qualified Obligation, the Trustee may, as provided in the Indenture and the Municipality Bond Resolution, declare the principal of and accrued interest on this Qualified Obligation to be due and payable immediately.

Modifications or alterations of the Municipality Bond Resolution may be made only to the extent and under the circumstances permitted by the Municipality Bond Resolution and the Indenture.

This Qualified Obligation shall not be valid or become obligatory for any purpose or be entitled to any benefit or security under the Municipality Bond Resolution until the "Certificate of Registration and Authentication" hereon shall have been signed by the Paying Agent.

Capitalized terms used herein, but not defined herein, shall have the meanings given to such terms in the Municipality Bond Resolution and in the Indenture.

IT IS HEREBY CERTIFIED, RECITED, AND REPRESENTED that all conditions, acts, and things required by law to exist, to have happened, and to have been performed precedent to and in the issuance of this Qualified Obligation, in order to make the same a legal and binding general obligation of the Municipality, according to the terms thereof, do exist, have happened, and have been performed in regular and due time, form, and manner as required by law. For the performance in apt time and manner of every official act herein required, and for the prompt payment of this Qualified Obligation, including principal, premium, if any, and interest, the full faith, credit, and taxing power of the Municipality are hereby irrevocably pledged.

IN WITNESS WHEREOF, the Municipality has caused this Qualified Obligation to be executed in its name by the manual or facsimile signature of the Mayor of the Municipality, countersigned by the manual or facsimile signature of the City Clerk of the Municipality, under the manual or facsimile seal of the Municipality, which said manual or facsimile signatures and seal said officers adopt as and for their own proper signatures and seal, on this day, _____, 20__.

(seal)

City of Horn Lake, Mississippi

Mayor

COUNTERSIGNED:

City Clerk

(seal)

Certificate of Registration and Authentication

This Qualified Obligation is the Qualified Obligation described in the within-mentioned Municipality Bond Resolution and is the \$ _____ General Obligation Public Improvement Bond, Series 2023 (City of Horn Lake, Mississippi, General Obligation Public Improvement Project), of City of Horn Lake, Mississippi.

_____, _____,
as Paying Agent

Authorized Signatory

Date of Registration and Authentication: _____

Registration and Validation Certificate

I, the undersigned City Clerk of City of Horn Lake, Mississippi, do hereby certify that the within Qualified Obligation has been duly registered by me as an obligation of said Municipality pursuant to law in a record kept in my office for that purpose, and has been validated and confirmed by Decree of the Chancery Court of DeSoto County, Mississippi, rendered on _____, 20__.

City of Horn Lake, Mississippi

City Clerk

(seal)

SECTION 9. SECURITY FOR QUALIFIED OBLIGATION. The Qualified Obligation shall be a general obligation of the Municipality payable as to principal of, premium, if any, and interest out of and secured by an irrevocable pledge of the avails of a tax to be levied annually upon all the taxable property within the geographical limits of the Municipality, which tax, together with any other moneys available for such purpose, shall be sufficient to provide for the payment of the principal of and the interest on the Qualified Obligation. Said tax shall be extended upon the tax rolls and collected in the same manner and at the same time as other taxes of the Municipality are collected, and the rate of the tax which shall be so extended shall be sufficient in each year fully to produce the sums required as aforesaid, without limitation as to time, rate, or amount. The avails of said tax are hereby irrevocably pledged for the payment of the principal of, premium, if any, and interest on the Qualified Obligation as the same shall mature and accrue. Should there be a failure in any year to comply with the requirements, such failure shall not impair the right of the holder of the Qualified Obligation in any subsequent year to have adequate taxes levied and collected to meet the obligations of the Qualified Obligation, as to principal of, premium, if any, and interest.

SECTION 10. AUTHENTICATION OF QUALIFIED OBLIGATION. Only when the Qualified Obligation shall have endorsed thereon a “Certificate of Registration and Authentication” in substantially the form set forth in Section 8 hereof, duly executed by the Paying Agent, shall such bond be entitled to the rights, benefits, and security of this Municipality Bond Resolution. The Qualified Obligation shall not be valid or obligatory for any purpose unless and until such “Certificate of Registration and Authentication” shall have been duly executed by the Paying Agent, which executed “Certificate of Registration and Authentication” shall be conclusive evidence of registration, authentication, and delivery under this Municipality Bond Resolution. The Paying Agent’s “Certificate of Registration and Authentication” on the Qualified Obligation shall be deemed to have been duly executed if signed by an authorized officer of the Paying Agent.

SECTION 11. VALIDATION. The Qualified Obligation shall be submitted for validation as provided by Section 31-13-1 *et seq.*, Mississippi Code of 1972, as amended, and to that end the City Clerk is hereby directed to prepare a transcript of all legal papers and proceedings relating to the Qualified Obligation and to certify and forward the same to the State Bond Attorney for the institution of validation proceedings.

SECTION 12. APPLICATION OF PROCEEDS AND OTHER MONEYS.

(a) The Municipality hereby designates the Trustee as Depository for the Municipality (the “Depository”) for the Qualified Obligation.

(b) Upon initial delivery of the Qualified Obligation, sufficient funds shall be deposited into the Bond Issuance Expense Account, hereby authorized and established, for the payment by the Trustee of the costs of the authorization, issuance, sale, validation, and delivery of the Banks Bonds and the Qualified Obligation.

(c) Upon initial delivery of the Qualified Obligation, the proceeds of the sale thereof shall be delivered to the Depository for deposit into the Series 2023 Improvements Fund (as hereinafter defined) to be used as set forth in Section 13.

SECTION 13. SERIES 2023 IMPROVEMENTS FUND. The Municipality hereby establishes the Series 2023 Improvements Fund (the “Series 2023 Improvements Fund”) which shall be maintained with the Depository or another qualified depository. Any income received from investment of monies in the Series 2023 Improvements Fund shall be deposited in the Series 2023 Improvements Fund. From the Series 2023 Improvements Fund there shall first be paid the costs of the Project, including the costs, fees, and expenses incurred by the Municipality in connection with the authorization, issuance, sale, validation, and delivery of the Qualified Obligation and the Bank Bonds, to the extent not paid from the proceeds of the Bank Bonds pursuant to the Indenture and as authorized by the Act. Any amounts which remain in the Series 2023 Improvements Fund after the completion of the Project shall be transferred to the Series 2023 Debt Service Fund (as hereinafter defined) established by this Municipality Bond Resolution and used as permitted under State law.

SECTION 14. SERIES 2023 DEBT SERVICE FUND.

(a) The Municipality hereby establishes the Series 2023 Debt Service Fund (the “Series 2023 Debt Service Fund”) that shall be maintained with a qualified depository in its name for the payment of the principal of and interest on the Qualified Obligation, and the payment of the Paying Agent’s fees in connection therewith. There shall be deposited into the Series 2023 Debt Service Fund as and when received:

(1) The avails of any of the ad valorem taxes levied and collected pursuant to Section 9 hereof;

(2) Any income received from investment of monies in the Series 2023 Debt Service Fund; and

(3) Any other funds available to the Municipality that may be lawfully used for payment of the principal of, premium, if any, and interest on the Qualified Obligation or for other obligations of the Municipality that may be due under the Indenture, and which the Governing Body, in its discretion, may direct to be deposited into the Series 2023 Debt Service Fund.

(b) As long as any principal of, premium, if any, and interest on the Qualified Obligation or the Bank Bonds remain outstanding and/or other obligations of the Municipality remain outstanding under the Indenture, the City Clerk is hereby irrevocably authorized and directed to withdraw from the Series 2023 Debt Service Fund sufficient monies to make the payments necessary to pay (i) the principal of, premium, if any, and interest coming due on the Bank Bonds and (ii) any additional payments necessary and required as obligations of the Municipality under the Indenture (the “Payments”), and to transfer same to the account of the Trustee in time to reach the Trustee at least 5 days prior to the date on which said interest or principal and interest or premium, if any, on the Bank Bonds shall become due. The Trustee shall deposit all Payments received in the General Account of the General Fund of the Indenture, or such other fund or account in the Indenture as so directed in the Indenture.

SECTION 15. CONSIDERATION OF AND APPROVAL OF THE TERMS OF THE BANK BONDS AND THE QUALIFIED OBLIGATION. The Mayor and the City Clerk, with all appropriate advice as they deem necessary and advisable, are hereby authorized and directed to make all final determinations necessary to complete and prepare on behalf of the Municipality all documents relating to the Bank Bonds and the Qualified Obligation. Without limiting the generality of the foregoing authorization, the Mayor and the City Clerk are authorized to approve the date of sale, the dated date of the Bank Bonds, the final principal amount of the Bank Bonds, the maturity schedule relating to the Bank Bonds, the redemption terms of the Bank Bonds, and any other terms of the Bank Bonds and Qualified Obligation; provided, however, that all such determinations shall be made subject to approval by the Executive Director of the Bank, to be evidenced by the execution of the Bank Bonds Purchase Agreement and the Qualified Obligation Purchase Agreement by the Executive Director of the Bank, acting for and on behalf of the Bank, pursuant to the resolution adopted by the Board of Directors of the Bank.

SECTION 16. AWARD OF QUALIFIED OBLIGATION AND BANK BONDS. The Qualified Obligation is hereby awarded and sold to the Bank, in accordance with the terms hereof and the Qualified Obligation Purchase Agreement submitted to the Governing Body in substantially the form attached hereto as **Exhibit A**. The Bank shall sell the Bank Bonds to the

Underwriter or to the Purchaser pursuant to the terms provided in the Placement Agreement and/or the Bank Bonds Purchase Agreement, and the Municipality hereby approves the sale of the Bank Bonds by the Bank to the Underwriter or to the Purchaser subject to the approval by the Mayor and/or the City Clerk of the following: (i) a maximum rate of interest or coupon on the Bank Bonds shall not exceed 11% at their initial offering; (ii) approval of the Municipality of the final terms and conditions of the Qualified Obligation Purchase Agreement, including a maturity schedule for the Qualified Obligation not to exceed 30 years and a maximum aggregate principal amount of \$9,000,000, as evidenced by the Municipality's execution of the Qualified Obligation Purchase Agreement; (iii) a principal and interest amortization schedule for repayment of the Bank Bonds acceptable to the Municipality; (iv) approval by the Municipality of the proposal for the sale of the Bank Bonds evidenced by the execution by the Mayor and/or the City Clerk of the Placement Agreement and/or the Bank Bonds Purchase Agreement; (v) approval by the Municipality of the principal amount of each series of the Bank Bonds by the execution by the Mayor and/or the City Clerk of the Bank Bonds Purchase Agreement, and (vi) terms and provisions of the Bank Bonds and the Qualified Obligation in compliance with the Act.

SECTION 17. APPROVAL OF QUALIFIED OBLIGATION PURCHASE AGREEMENT.

The Governing Body hereby approves the form of and execution of the Qualified Obligation Purchase Agreement, in substantially the form attached hereto as **Exhibit A**, by and between the Bank and the Municipality for the purchase and sale of the Qualified Obligation, and hereby authorizes the Mayor and the City Clerk to execute the Qualified Obligation Purchase Agreement on behalf of said Governing Body. All provisions of the Qualified Obligation Purchase Agreement, when executed as authorized herein, shall be incorporated herein, and shall be deemed to be part of this Municipality Bond Resolution fully and to the same extent as if separately set out verbatim herein, with such completions, changes, insertions, and modifications as shall be approved by the officers executing and delivering the same.

SECTION 18. APPROVAL OF BANK BONDS PURCHASE AGREEMENT AND PLACEMENT AGREEMENT.

(a) The Governing Body hereby approves the form of and the execution of the Bank Bonds Purchase Agreement, in substantially the form attached hereto as **Exhibit B**, by and between the Bank, the Municipality, and the Underwriter or Purchaser, for the sale and purchase of the Bank Bonds, and hereby authorizes the Mayor and the City Clerk to execute the Bank Bonds Purchase Agreement on behalf of said Governing Body. All provisions of the Bank Bonds Purchase Agreement, when executed as authorized herein, shall be incorporated herein, and shall be deemed to be part of this Municipality Bond Resolution fully and to the same extent as if separately set out verbatim herein, with such completions, changes, insertions, and modifications as shall be approved by the officers executing and delivering the same.

(b) The Governing Body hereby approves the form of and the execution of the Placement Agreement, in substantially the form attached hereto as **Exhibit E**, by and between the Bank, the Placement Agent, and the Municipality, for the private placement, sale, and purchase of the Bank Bonds, and hereby authorizes the Mayor and the City Clerk to execute the Placement Agreement on behalf of the Governing Body. All provisions of the Placement Agreement, when executed as authorized herein, shall be incorporated herein, and shall be deemed to be part of this Municipality Bond Resolution fully and to the same extent as if separately set out verbatim herein,

with such completions, changes, insertions, and modifications as shall be approved by the officers executing and delivering the same.

SECTION 19. APPROVAL OF PRELIMINARY OFFICIAL STATEMENT. The Preliminary Official Statement for the Bank Bonds is approved in substantially the form attached hereto as **Exhibit C**, with such completions, changes, insertions, and modifications as shall be approved by the officers executing same. Upon appropriate advice and counsel of Bond Counsel and the Municipal Advisor, the Mayor and the City Clerk are hereby authorized and directed to approve the final Official Statement on behalf of the Governing Body with such changes from the Preliminary Official Statement as they may approve, and the Governing Body hereby authorizes the distribution of said Preliminary Official Statement and said final Official Statement and the use thereof by the Underwriter in connection with the sale of the Bank Bonds. The Mayor and the City Clerk are designated as the representatives and agents of the Municipality for the purposes of deeming the Preliminary Official Statement as “final” as of its date and as described in Rule 15c2-12(b)(1) of the Securities and Exchange Commission.

SECTION 20. APPROVAL OF INDENTURE AND TRUSTEE. The Municipality hereby approves and acknowledges the Indenture and the terms and provisions thereof in substantially the form attached hereto as **Exhibit D**, and recognizes that many items governing the terms and conditions of the Qualified Obligation are based upon terms, limitations, and conditions provided in the attached Indenture. The Municipality hereby approves, acknowledges, and recognizes the appointment, selection, and hiring of a banking association organized and existing under the laws of the State, to serve as the Trustee under the Indenture. The Mayor and the City Clerk are hereby authorized to acknowledge the Indenture by execution thereof.

SECTION 21. APPROVAL OF CONTINUING DISCLOSURE AGREEMENT. The Continuing Disclosure Agreement, in substantially the form attached to the Preliminary Official Statement attached hereto as **Exhibit C** and made a part of this Municipality Bond Resolution as though set forth in full herein, shall be, and the same hereby is, approved in substantially said form. Upon appropriate advice and counsel of Bond Counsel and the Municipal Advisor, the Mayor and the City Clerk are hereby authorized and directed to execute and deliver the Continuing Disclosure Agreement with such changes, insertions, and omissions as may be approved by such officers, said agreement and execution being conclusive of such approval, including the final approval. The Municipality has agreed to update information and to provide notices of material events only as provided in the Continuing Disclosure Agreement. The Municipality has not agreed to provide other information that may be relevant or material to a complete presentation of its financial results of operations, condition, or prospects, or agreed to update any information that is provided, except as described herein and in the Continuing Disclosure Agreement. The Municipality makes no representation or warranty concerning such information or concerning its usefulness to a decision to invest in or sell the Qualified Obligation or the Bank Bonds at any future date. The Municipality disclaims any contractual or tort liability for damages resulting in whole or in part from any breach of its Continuing Disclosure Agreement or from any statement made pursuant to its agreement, although holders or beneficial owners of the Bank Bonds may seek a writ of mandamus to compel the Municipality to comply with its agreement.

SECTION 22. APPROVAL OF THE INTERCEPT AGREEMENT. The form of the Intercept Agreement between the Municipality and the Bank, and acknowledged the Trustee, is hereby approved, and the Mayor and the City Clerk are hereby authorized and directed to execute the Intercept Agreement on behalf of the Municipality. All provisions of the Intercept Agreement, when executed as authorized herein, shall be incorporated herein, and shall be deemed to be a part of this resolution fully and to the same extent as if separately set out verbatim herein, which said Intercept Agreement shall be in substantially the form attached hereto as **Exhibit H**, with such completions, changes, insertions, and modifications as shall be approved by the officers executing and delivering the same. In connection with the Intercept Agreement and for the purpose of securing and providing for the payment of the principal of and interest on the Qualified Obligation as the same shall mature and accrue, the Governing Body hereby irrevocably authorizes the Mississippi Department of Revenue, or other state agency, department, or commission created pursuant to the laws of the State (the “State Agencies”) to withhold or intercept a sufficient portion of any funds which the Municipality is entitled to receive from time to time pursuant to any law and which is in possession of the State Agencies (the “Monies”) for debt service payments on the Bank Bonds, if and when necessary. The foregoing pledge of the Monies is made as contemplated by and in reliance upon the Bank Act. To the extent necessary, the Mayor is authorized and directed to file evidence of the Municipality’s pledge of Monies to secure the Bank Bonds with the State Agencies, and to take all other actions necessary to record and continue the pledge of the Monies consistent with the provisions of this resolution. It is the intention of the Governing Body that the pledge of Monies as set forth herein be irrevocable and continuous as long as any Bonds remain outstanding. Upon appropriate advice and counsel of Bond Counsel and the Municipal Advisor, the Mayor and the City Clerk are hereby authorized and directed to execute and deliver the Intercept Agreement on behalf of the Municipality and prepare any application and to take any other actions necessary to participate in the Bank’s intercept program.

SECTION 23. COVENANTS RELATING TO FEDERAL TAX.

(a) In order to maintain the exclusion from gross income for federal income tax purposes of interest on the Bank Bonds, the Municipality covenants to comply with each applicable requirement of the Code. In furtherance of the covenant contained in the preceding sentence, the Municipality agrees to comply with the “federal tax certificate” to be executed by the Mayor and the City Clerk on the date of the issuance and delivery of the Bank Bonds, as such “federal tax certificate” may be amended from time to time

(b) The Governing Body further covenants and agrees with the Trustee and the bondholders that the Municipality shall not take any action or omit to take any action, which action or omission, if reasonably expected on the date of initial issuance and delivery of the Bank Bonds, would cause the Bank Bonds to be “private activity bonds” or “arbitrage bonds” within the meaning of Sections 141(a) and 148(a), respectively, of Code.

SECTION 24. OTHER COVENANTS RELATING TO THE BANK BONDS.

(a) The Bank Bonds will not be “private activity bonds” within the meaning of Section 141 of the Code.

(b) No more than 10% of the proceeds of the Bank Bonds will be used (within the meaning of Section 141 of the Code), directly or indirectly, in a trade or business (within the meaning of Section 141 of the Code and including any activity carried on by any person other than a natural person) carried on by any person other than a governmental unit (within the meaning of Section 141 of the Code and specifically excluding the United States of America or any agency or instrumentality thereof).

(c) No more than 10% of any property with respect to which all or any part of the proceeds of the Bank Bonds will be used (within the meaning of Section 141 of the Code), directly or indirectly, in a trade or business (within the meaning of Section 141 of the Code and including any activity carried on by any person other than a natural person), carried on by any person other than a governmental unit (within the meaning of Section 141 of the Code and specifically excluding the United States of America or any agency or instrumentality thereof).

(d) The aggregate of: (i) the amount of proceeds of the Bank Bonds used for any private business use (within the meaning of Section 141 of the Code) which is not related to the governmental use (within the meaning of Section 141 of the Code) of such proceeds; plus (ii) the amount of proceeds of the Bank Bonds used with respect to any private business use which is related to a governmental use of such proceeds and which exceeds the amount of such proceeds used for the governmental use to which such private business use relates will not exceed 5% of the proceeds of the Bank Bonds.

(e) None of the proceeds of the Bank Bonds will be used to make or finance loans for persons other than governmental units.

(f) In no event will the payment of more than 10% of the debt service on the Bank Bonds be (under the terms of the Qualified Obligation, the Bank Bonds, or any underlying arrangement) directly or indirectly secured (within the meaning of Section 141 of the Code) by any interest in property used or to be used in a private business use or payments in respect to such property or to be derived from payments (whether or not to the Municipality) in respect of property or borrowed money used or to be used for a private business use.

(g) The Municipality covenants and certifies that there are no other obligations heretofore issued or to be issued by or on behalf of any state, territory, or possession of the United States, or political subdivision of any of the foregoing, or of the District of Columbia, by or for the benefit of the Municipality, which (1) were or are to be sold at substantially the same time as the Bank Bonds, (2) were or are to be sold at substantially the same interest rate as the interest rate on the Bank Bonds, (3) were or are to be sold pursuant to a common plan of marketing as the marketing plan for the Bank Bonds, and (4) are payable directly or indirectly by the Municipality or from the source from which the Bank Bonds are payable. The Municipality covenants and certifies that there are no additional facts or circumstances which may further evidence that the Bank Bonds are part of any other issue of obligations.

(h) The Municipality covenants and certifies that no payment of principal of or interest on the Bank Bonds is or will be guaranteed (in whole or in part, directly or indirectly) by the United States, or any agency or instrumentality thereof or any entity with statutory authority to borrow from the United States. The Municipality represents, warrants, and covenants that none of the proceeds of the Bank Bonds will be: (a) used to make loans, the payment of principal of or interest on which is or will be guaranteed (in whole or in part, directly or indirectly) by the United States or any agency or instrumentality thereof or any entity with statutory authority to borrow from the United States; or (b) invested (directly or indirectly) in any deposit or account which is insured under federal law by the Federal Deposit Insurance Corporation, the National Credit Union Administration or any similar federally chartered corporation other than: (1) the investment of proceeds of the Bank Bonds for an initial temporary period (within the meaning of subparagraph 3(B) of Subsection 149(b) of the Code) until such proceeds are needed for the purpose for which the Bank Bonds is being issued; (ii) investments of a bona fide debt service fund (within the meaning of Subparagraph 3(B) of Subsection 149(b) of the Code); (iii) investments of a reserve which meets the requirements of Subsection 148(d) of the Code; (iv) investments in bonds issued by the United States Department of the Treasury; or (v) other investments permitted under regulations promulgated by the Internal Revenue Service pursuant to Subsection 149(b) of the Code.

(i) The Municipality covenants and certifies that, notwithstanding any provision of this Municipality Bond Resolution, or the rights of the Municipality thereunder and hereunder, the Municipality will not take or permit to be taken on its behalf any action which would impair the exclusion of interest on the Bank Bonds from gross income for purposes of federal income taxation, and it will take such reasonable action as may be necessary to continue such exclusion, including, without limitations the preparation and filing of any statements required to be filed by it in order to maintain such exclusion.

(j) In the event the Municipality receives an opinion of Bond Counsel to the effect that any of the requirements referenced in Sections 23 and 24 hereof are not required to be met in order to maintain the tax-exempt status of interest on the Bank Bonds, the Municipality need not satisfy such requirements.

SECTION 25. BOND INSURANCE AND BOND RATING.

(a) The Mayor and the City Clerk are hereby authorized within their discretion to apply for an "Insurance Policy Commitment" for municipal bond insurance to guarantee the payments of the principal of and interest on the Qualified Obligation and the Bank Bonds from the Bond Insurer. The Mayor and the City Clerk of the Municipality are further authorized to execute and deliver the Insurance Policy Commitment for the provision of municipal bond insurance and any additional documents and certificates which are required by the Bond Insurer to provide credit enhancement in connection with the issuance of the Qualified Obligation and the Bank Bonds. Any changes, insertions, and omissions, as may be required by the Bond Insurer as conditions to the issuance of its municipal bond insurance policy, to the Indenture, the Qualified Obligation Purchase Agreement, and the Preliminary Official Statement are to be approved by the Mayor and the City Clerk, such approval being hereby authorized and the execution of the Insurance Policy Commitment for said municipal bond insurance being conclusive evidence of such approval. In anticipation of the issuance of the Insurance Policy

Commitment by the Bond Insurer for its municipal bond insurance policy, the Municipality hereby approves (1) the engagement of the Bond Insurer and (2) the references to said Bond Insurer, the municipal bond insurance policy, and the documents related to the issuance of the Qualified Obligation and the Bank Bonds in all documents associated therewith and the deletion of said references if the Bond Insurer should not provide the Insurance Policy Commitment for its municipal bond insurance policy.

(b) The Mayor and the City Clerk are hereby authorized to obtain a municipal bond rating or ratings with regard to the sale of the Bank Bonds, and to execute such documents, to do such other things, and take such other actions as may be necessary with regard thereto, if such officers determine that obtaining such rating or ratings will be in the best interests of the Municipality.

SECTION 26. POST ISSUANCE COMPLIANCE PROCEDURES. The Municipality hereby approves and adopts the Post Issuance Compliance Procedures in substantially the form attached hereto as **Exhibit G**, and authorizes the Mayor and the City Clerk to execute the Post Issuance Compliance Procedures on behalf of the Governing Body, with such completions, changes, insertions, and modifications as shall be approved by the officers executing and delivering the same.

SECTION 27. EXECUTION OF DOCUMENTS, ETC. The Mayor and City Clerk, and any other officers and officials of the Governing Body, are authorized to execute and deliver such resolutions, agreements, certificates, and other documents as are required for the authorization, issuance, sale, validation, and delivery of the Qualified Obligation and to approve the payment of the costs of the authorization, issuance, sale, validation, and delivery of the Qualified Obligation and the Bank Bonds by the Trustee pursuant to requisitions submitted to such officers and the Trustee.

SECTION 28. AMENDMENTS TO RESOLUTION. (a) The Bank and the Municipality, with the consent of the Trustee with respect to Sections 28(a)(4) and 28(a)(5) hereof, but without the consent of the owners of any of the Bank Bonds outstanding under the Indenture, may enter into supplements to this Municipality Bond Resolution that shall not be inconsistent with the terms and provisions hereof for any of the purposes heretofore specifically authorized in this Municipality Bond Resolution or the Indenture, and in addition thereto for the following purposes:

(1) To cure any ambiguity, formal defect, or inconsistency in this Municipality Bond Resolution, to provide any omitted language in this Municipality Bond Resolution, or to clarify matters or questions arising hereunder;

(2) To add covenants and agreements for the purpose of further securing the obligations of the Municipality hereunder;

(3) To confirm as further assurance any mortgage or pledge of additional property, revenues, securities, or funds;

(4) To conform the provisions of this Municipality Bond Resolution in connection with the provisions of any supplements or amendments to the Indenture entered into pursuant to the provisions thereof;

(5) To provide any other modifications which, in the judgment of the Trustee, are not prejudicial to the interests of the holders of the Bank Bonds; or

(6) To conform the covenants and provisions of the Municipality contained herein to any different financial statement presentation required by the Financial Accounting Standards Board or Government Accounting Standards Board that is different than the presentation required as of the date of issuance of the Qualified Obligation, so long as the effect of such conformed covenants and provisions is substantially identical to the effect of the covenants and provisions as in effect on the date of issuance of the Qualified Obligation.

(b) The provisions of this Municipality Bond Resolution may be amended in any particular with the written consent of the Bank and the owners of not less than a majority of the aggregate principal amount of the Bank Bonds then outstanding; provided, however, that no such amendment may be adopted that decreases the percentage of owners of Bank Bonds required to approve any amendment, or which permits a change in the date of payment of the principal or of interest on any Bank Bonds or of any redemption price thereof or the rate of interest thereon.

(c) If at any time the Bank and the Municipality shall request the Trustee to consent to a proposed amendment for any of the purposes of this Section, the Trustee shall, upon being satisfactorily indemnified with respect to expenses, cause notice of the proposed execution of such proposed amendment to be given in the manner required by the Indenture to redeem the Bank Bonds. Such notice shall briefly set forth the nature of the proposed amendment and shall state that copies thereof are on file at the principal corporate trust office of the Trustee for inspection by all holders of the Bank Bonds. If within 90 days, or such longer period as shall be prescribed by the Bank, following such notice, the owners of not less than a majority in aggregate principal amount of the Bank Bonds outstanding at the time of the execution of any such proposed amendment shall have consented to and approved the execution thereof as herein provided, no owner of any Bank Bond shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Trustee, the Municipality, or the Bank from executing or approving the same or from taking any action pursuant to the provisions thereof. Upon the execution of any such proposed amendment as in this Section permitted and provided, this Municipality Bond Resolution shall be and be deemed to be modified and amended in accordance with such amendment.

(d) Copies of any such supplement or amendment shall be filed with the Trustee and delivered to the Bank and the Municipality before such supplement or amendment may become effective.

(e) No supplemental agreement or amendment shall be executed and delivered pursuant hereto without prior written notice having been given by the Municipality to any rating agency carrying a rating on the Bank Bonds or the Qualified Obligation of the Municipality's intention to execute such supplemental agreement or amendment not less than 15 days in advance of the execution of said supplemental agreement or amendment.

SECTION 29. REPEALING CLAUSE AND EFFECTIVE DATE. All orders, resolutions, or proceedings of the Governing Body in conflict with any provision hereof shall be, and the same

are hereby repealed, rescinded, and set aside, but only to the extent of such conflict. For cause, this Municipality Bond Resolution shall become effective upon the adoption hereof.

Following the reading of the foregoing resolution and discussion thereof, Alderman Guice made the motion to adopt the foregoing resolution and Alderman Bledsoe seconded the motion to adopt the foregoing resolution, and the vote thereupon was as follows:

Alderman Tommy Bledsoe	voted: ___AYE__
Alderman Jackie C. Bostick	voted: ___NAY__
Alderman Robby Dupree	voted: ___AYE__
Alderman Michael Guice	voted: ___AYE__
Alderwoman LaShonda Johnson	voted: ___AYE__
Alderman Danny Klein	voted: ___AYE__
Alderman David Young	voted: ___NAY__

The motion having received the affirmative vote of a majority of the members present, the Mayor declared the motion carried and the resolution adopted this day, May 16, 2023.

City of Horn Lake, Mississippi

Mayor

ATTEST:

City Clerk

(seal)

Exhibit A

QUALIFIED OBLIGATION PURCHASE AGREEMENT

THIS QUALIFIED OBLIGATION PURCHASE AGREEMENT (this “Agreement”) is dated _____, 2023, by and between the **Mississippi Development Bank**, a public body corporate and politic (the “Bank”), created pursuant to the provisions of Sections 31-25-1 *et seq.*, Mississippi Code of 1972, as amended (the “Bank Act”), having its principal place of business in the City of Jackson, Mississippi, and **City of Horn Lake, Mississippi** (the “Municipality”), a “local governmental unit” within the meaning of the Bank Act.

WITNESSETH:

WHEREAS, pursuant to the Bank Act, the Bank is authorized to, among other things, issue bonds of the Bank for the purpose of purchasing securities of “local governmental units” (as defined in the Bank Act) to accomplish a public purpose as set forth under the Bank Act (the “Program”); and

WHEREAS, pursuant to Sections 21-33-301 *et seq.*, Mississippi Code of 1972, as amended (the “Municipal Improvements Act”), and the Bank Act (together, the “Act”), and a resolution adopted on May 16, 2023 (the “Municipality Bond Resolution”), by the Mayor and Board of Aldermen of the Municipality (the “Governing Body”), the Municipality has duly authorized the issuance of its general obligation bond designated the General Obligation Bond, Series 2023 (City of Horn Lake, Mississippi, General Obligation Public Improvement Project), in the principal amount of \$_____, out of the maximum authorized principal amount of \$9,000,000 (the “Qualified Obligation”); and

WHEREAS, the Qualified Obligation is expected to be purchased by the Bank in accordance with the terms and conditions of this Agreement; and

WHEREAS, the Board of Directors (the “Board”) of the Bank has adopted a resolution on _____, 2023 (the “Bank Bond Resolution”), approving an Indenture of Trust (the “Indenture”), dated _____, 2023, by and between the Bank and _____, _____, _____, as trustee (the

“Trustee”), and acknowledged by the Municipality, authorizing the issuance of its Mississippi Development Bank Special Obligation Bonds, Series 2023 (City of Horn Lake, Mississippi, General Obligation Public Improvement Project), in the principal amount of \$_____, out of the maximum authorized principal amount of \$9,000,000 (the “Bonds”), a portion of the proceeds of which will be used to purchase the Qualified Obligation.

WHEREAS, the Municipality will utilize the proceeds of the sale of its Qualified Obligation to the Bank for the purpose of (i) erecting municipal buildings, auditoriums, community centers, gymnasiums, and athletic stadiums, preparing and equipping athletic fields, and purchasing buildings or land therefor, and for repairing, improving, adorning, and equipping the same; erecting or purchasing waterworks, gas, electric, and other public utility plants or distribution systems or franchises, and repairing, improving, and extending the same; establishing sanitary, storm, drainage, or sewerage systems, and repairing, improving, and extending the same; protecting the Municipality, its streets, and sidewalks from overflow, caving banks, and other like dangers; constructing, improving, or paving streets, sidewalks, driveways, parkways, walkways, or public parking facilities, and purchasing land therefor; purchasing land for parks and public playgrounds, and improving, equipping, and adorning the same, including the constructing, repairing, and equipping of swimming pools and other recreational facilities; constructing bridges and culverts; altering or changing the channels of streams and water courses to control, deflect, or guide the current thereof; purchasing fire-fighting equipment and apparatus, and providing housing for same, and purchasing land therefor; purchasing machinery and equipment which have an expected useful life in excess of 10 years, but specifically not including any motor vehicles weighing less than 12,000 pounds (the “Authorized Purposes”); (ii) funding a capitalized interest account, if necessary; and, (iii) paying the costs of the authorization, issuance, sale, validation, and delivery of the Qualified Obligation and the Bonds (together, the “Project”).

NOW, THEREFORE, the Bank and the Municipality agree as follows:

1. Capitalized terms used herein and not defined shall have the meaning ascribed thereto in the Municipality Bond Resolution, the Bank Bond Resolution, and the Indenture.
2. Subject to the terms and conditions of this Agreement, the Bank hereby agrees to purchase the Qualified Obligation from the Municipality, and the Municipality hereby agrees to sell the Qualified Obligation to the Bank at the purchase price of \$_____ representing the par amount of the Qualified Obligation of \$_____. The Bank expects to pay approximately \$_____ in issuance expenses from the Bond Issuance Expense Account of the General Fund.
3. The amount of such purchase price will be distributed to the Municipality, which amount shall be subject to requisition by the Municipality for deposit in the Series 2023 Improvements Fund (the “Series 2023 Improvements Fund”) for the Project, all as provided under the Municipality Bond Resolution, pursuant to which the Municipality will issue the Qualified Obligation. The terms of the Qualified Obligation are set forth in the Municipality Bond Resolution and incorporated herein by reference.

4. The Municipality will take all actions required by law to enable it to issue and sell the Qualified Obligation to be purchased by the Bank, and the Municipality's obligation to issue and sell the Qualified Obligation and the Bank's obligation to purchase the Qualified Obligation are expressly contingent upon the Municipality's taking all steps and receiving all approvals required by the laws of the State of Mississippi (the "State") to issue the Qualified Obligation.

5. To the extent the Qualified Obligation is subject to the rebate requirements as set forth in Section 148(f) of the Internal Revenue Code of 1986, as amended (the "Code"), and the regulations promulgated thereunder (the "Rebate Requirement"), the Municipality agrees to pay to the Bank for prompt payment to or to provide evidence to the Bank of payment to, the United States of America of the Rebate Requirement resulting from the investment of moneys held by the Municipality that constitute gross proceeds of the Bonds, as such Rebate Requirement is computed by the Municipality. The Municipality agrees to provide documentation to the Bank relative to the computation of the Rebate Requirement and payment of such Rebate Requirement when required.

6. At such time as the Bank shall reasonably request and in any event prior to the delivery to the Bank of the Qualified Obligation, which Qualified Obligation shall be in the form set forth in the Municipality Bond Resolution and registered in the name of the Trustee as the assignee of the Bank, the Municipality shall furnish to the Bank a transcript of proceedings and opinions of counsel satisfactory to the Bank which shall set forth, among other things, the unqualified approval of the validity and authorized issuance of the Qualified Obligation.

7. The Municipality and the Bank agree that the Qualified Obligation and the payments to be made thereon may be pledged or assigned by the Bank only under and to the extent provided in the Indenture.

8. As long as the Qualified Obligation remains outstanding, the Municipality agrees to furnish to the Bank annual financial reports, audit reports, and such other financial information as is reasonably requested by the Bank, including information which may concern the tax-exempt status of the Bond and the Municipality's and the Bank's obligations to rebate excess earnings according to the Rebate Requirement.

9. The Bank is obligated to purchase the Qualified Obligation solely from the proceeds of the Bond.

10. This Agreement may be executed in one or more counterparts, any of which shall be regarded for all purposes as an original, and all of which constitute but one and the same instrument. The Bank and the Municipality each agree that it will execute any and all documents or other instruments and take such other actions as may be necessary to give effect to the terms of this Agreement.

11. No waiver by either the Bank or the Municipality of any term or condition of this Agreement shall be deemed or construed as a waiver of any other terms or conditions, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different section, subsection, paragraph, clause, phrase, or other provision of this Agreement.

12. The Municipality has reviewed the Indenture and approves the terms thereof and agrees to take all actions required of it thereunder.

13. This Agreement merges and supersedes all prior negotiations, representations, and agreements between the Bank and the Municipality relating to the subject matter hereof and constitutes the entire agreement between the Bank and the Municipality in respect hereof.

14. If any provision of this Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this Agreement and this Agreement shall be construed and in force as if such invalid or unenforceable provision had not been contained herein.

IN WITNESS WHEREOF, we have set our hands unto this Qualified Obligation Purchase Agreement as of the day first above written.

Mississippi Development Bank

Executive Director

ATTEST:

(seal)

Secretary

IN WITNESS WHEREOF, we have set our hands unto this Qualified Obligation Purchase Agreement as of the day first above written.

City of Horn Lake, Mississippi

Mayor

ATTEST:

City Clerk

(seal)

Exhibit B

BANK BONDS PURCHASE AGREEMENT

\$ _____

MISSISSIPPI DEVELOPMENT BANK

SPECIAL OBLIGATION BONDS, SERIES 2023

(CITY OF HORN LAKE, MISSISSIPPI, GENERAL OBLIGATION

PUBLIC IMPROVEMENT PROJECT)

Mississippi Development Bank

735 Riverside Drive

Suite 300

Jackson, Mississippi 39202

Mayor and Board of Aldermen

City of Horn Lake, Mississippi

3101 Goodman Road West

Horn Lake, Mississippi 38637

Ladies and Gentlemen:

The undersigned, Raymond James & Associates, Inc. Memphis, Tennessee (the “Underwriter”), being duly authorized, offers to enter into the following agreement with the Mississippi Development Bank (the “Bank”) and City of Horn Lake, Mississippi (the “Municipality”), which, upon your acceptance of this offer, will be binding upon the Bank, the Municipality, and the Underwriter. This offer is made subject to your written acceptance of this Bank Bonds Purchase Agreement (as defined herein) on or before _____ p.m., on _____, 2023, and, if not so accepted, will be subject to withdrawal by the

Underwriter upon written notice delivered by the Underwriter to the Bank and the Municipality at the above addresses, at any time prior to the acceptance hereof by you.

1. **Purchase.**

(a) Upon the terms and conditions and upon the basis of the representations, warranties, and agreements set forth herein, the Underwriter hereby agrees to purchase from the Bank for offering to the public, and the Bank hereby agrees to sell and deliver to the Underwriter for such purpose, the Bank's Special Obligation Bonds, Series 2023 (City of Horn Lake, Mississippi, General Obligation Public Improvement Project), in one or more series, in the maximum aggregate principal amount of \$9,000,000 (the "Bank Bonds"), dated the date of delivery thereof, and having maturities as set forth in **Exhibit A** hereto, and bearing interest payable on _____, 20____, and semiannually thereafter on _____ and _____, at the rates per annum as set forth in **Exhibit A** hereto, and payable as described in the resolution concerning the Bank Bonds adopted on _____, 2023, by the Board of Directors (the "Board") of the Bank (the "Bank Bond Resolution"), an Indenture of Trust under which the Bank Bonds will be issued and by which they will be secured, dated as of the date of delivery of the Bank Bonds (the "Indenture"), by and between the Bank and _____, _____, _____, as trustee (the "Trustee"), and acknowledged by the Municipality, and otherwise having such terms as are described in the Preliminary Official Statement of the Bank dated _____, 2023, regarding the sale of the Bank Bonds (the "Preliminary Official Statement"). The purchase price for the Bank Bonds shall be \$_____, being comprised of the principal amount of the Bank Bonds of \$_____, plus an original issue premium of \$_____, and less an Underwriter's discount of \$_____, which purchase price, subject to the terms and conditions of this purchase agreement for the Bank Bonds (the "Bank Bonds Purchase Agreement"), will be paid to the Trustee on behalf of the Bank on the date of the payment for and delivery of the Bank Bonds (herein called the "Closing"). The Bank Bonds will be subject to optional redemption prior to maturity as set forth in **Exhibit A** hereto.

The proceeds of the Bank Bonds will be used by the Bank to purchase the Municipality's General Obligation Public Improvement Bond, Series 2023 (City of Horn Lake, Mississippi, General Obligation Public Improvement Project), in the maximum principal amount of \$9,000,000, dated as of the date of delivery of the Bank Bonds (the "Qualified Obligation"), and pursuant to the Qualified Obligation Purchase Agreement executed between the Municipality and the Bank dated as of the date of delivery of the Bank Bonds (the "Qualified Obligation Purchase Agreement").

(b) It is intended that interest on the Bank Bonds will be excluded from gross income for federal income tax purposes under existing statutes, regulations, rulings, and court decisions and as set forth in the Preliminary Official Statement, and in reliance thereon, the Underwriter may offer the Bank Bonds without registration under the Securities Act of 1933, as amended.

(c) All capitalized terms used and not defined herein shall have the meanings ascribed to them in the Authorizing Resolutions (as defined herein), the Indenture, and the Preliminary Official Statement.

(d) The Bank Bonds and the Qualified Obligation are issued pursuant to the provisions of Sections 31-25-1 *et seq.*, Mississippi Code of 1972, as amended (the “Bank Act”), and the provisions of Sections 21-33-301 *et seq.*, Mississippi Code of 1972, as amended (the “Municipal Improvements Act”) (together, the “Act”).

(e) The principal of, premium, if any, and interest on the Bank Bonds shall be payable solely and only from those revenues and funds of the Bank under the Indenture, and payments made by the Municipality under the Qualified Obligation Purchase Agreement, as more particularly described in the Preliminary Official Statement and the Indenture. The Municipality authorized the Qualified Obligation pursuant to a resolution of the Municipality adopted by the Mayor and Board of Aldermen (the “Governing Body”) of the Municipality on May 16, 2023, said resolution also approving the form of and execution of the Qualified Obligation Purchase Agreement, and approving the issuance and sale of the Bank Bonds (the “Municipality Bond Resolution”) (together with the Bank Bond Resolution, the “Authorizing Resolutions”). The Qualified Obligation is a general obligation of the Municipality and is secured by the full faith, credit, and taxing power of the Municipality. The Bank Bonds will be further secured by the intercept agreement, dated as of the date of delivery of the Bank Bonds, between the Bank and the Municipality and acknowledged by the Trustee (the “Intercept Agreement”), whereby the Municipality will agree all or any part of monies which the Municipality is entitled to receive from time to time from the State of Mississippi (the “State”) pursuant to any law of the State (the “Monies”) and which is in possession of the Mississippi Department of Revenue, or any other agency, department, or commission of the State created pursuant to the laws of the State (the “State Agencies”) may be intercepted for the payment of the Bank Bonds.

2. **Preliminary Official Statement and Official Statement.** A Preliminary Official Statement of the Bank has been distributed in connection with the Bank Bonds, and an Official Statement of the Bank will be delivered as hereinafter set forth in this Paragraph 2. The final Official Statement as it may be amended or supplemented, with the written consent of the Bank and the Underwriter, is hereinafter called the “Official Statement.”

The Bank and the Municipality hereby authorize the use of the Preliminary Official Statement, the Official Statement, and the information therein contained by the Underwriter in connection with the public offering and the sale of the Bank Bonds. As required by Rule 15c2-12 promulgated by the Securities and Exchange Commission under Section 15 of the Securities Exchange Act of 1934, as amended (“Rule 15c2-12”), the Underwriter shall deliver the Official Statement to the Municipal Securities Rulemaking Board (the “MSRB”). The Bank and the Municipality hereby approve of and ratify the use by the Underwriter on or before the date hereof of the Preliminary Official Statement in connection with the prospective offering of the Bank Bonds prior to the date hereof. The Bank and the Municipality have duly authorized, approved, and delivered the Preliminary Official Statement to the Underwriter, the Bank, and

the Municipality, and have previously deemed the Preliminary Official Statement final as of its date, except for the omission of the following information: offering, prices, interest rates, selling compensation, aggregate principal amount of the Bank Bonds, principal amount per maturity, delivery date, ratings (if any), and other terms of the Bank Bonds depending on such matters permitted to be omitted in accordance with Paragraph (b)(1) of Rule 15c2-12. The Bank has duly authorized, approved, and will execute the Official Statement on or prior to the Closing and shall deliver the same in final printed form subject to the provisions of Paragraph 9 hereof to permit the Underwriter to comply with Paragraph (b)(3) of Rule 15c2-12 and the rules of the MSRB, within 10 business days from the date hereof. The Bank and the Municipality have delivered a “deemed final” certificate to the Underwriter, dated the date hereof, to evidence compliance with Rule 15c2-12 to the date hereof (the “Deemed Final Certificate”), in substantially the form attached hereto as **Exhibit B**.

3. **Representations and Warranties of the Bank.** The Bank represents and warrants to and agrees with the Underwriter that:

(a) The Bank is a public body corporate and politic of the State. The Board of the Bank is duly organized and existing under the Constitution and laws of the State with the powers and authority, among others, set forth in Bank Act, and is authorized to issue the Bank Bonds and otherwise to act on behalf of the Bank in connection with the issuance and sale of the Bank Bonds.

(b) The Board, on behalf of the Bank, has full legal right, power, and authority to enter into or accept this Bank Bonds Purchase Agreement, the Qualified Obligation Purchase Agreement, the Intercept Agreement, and the Indenture, to adopt the Bank Bond Resolution, and to issue, sell, and deliver the Bank Bonds to the Underwriter as provided herein, and to carry out, to accept, and assign the Qualified Obligation, and consummate all other transactions contemplated by this Bank Bonds Purchase Agreement, the Bank Bonds, the Intercept Agreement, the Qualified Obligation Purchase Agreement, the Indenture, the Bank Bond Resolution, and the Official Statement.

(c) By official action of the Board prior to or concurrently with the acceptance hereof, the Board has duly adopted the Bank Bond Resolution, has duly authorized and approved the execution and delivery of or acceptance of, and the performance by the Bank of the obligations of the Bank contained in the Bank Bond Resolution, the Intercept Agreement, the Indenture, the Qualified Obligation Purchase Agreement, the Bank Bonds, and this Bank Bonds Purchase Agreement, and the consummation by it of all other transactions contemplated by the Official Statement and this Bank Bonds Purchase Agreement.

(d) Neither the Bank nor the Board is in breach of or default under any applicable law or administrative regulation of the State or the United States of America, or any applicable judgment or decree or any agreement or other instrument to which either the Bank or the Board is a party or is otherwise subject, which breach or default would in any way materially adversely

affect the official existence or powers of the Bank or the Board, the Bank Bond Resolution, the Intercept Agreement, the Indenture, the Qualified Obligation Purchase Agreement, this Bank Bonds Purchase Agreement, or the issuance of the Bank Bonds, and no event has occurred and is continuing, which with the passage of time or the giving of notice, or both, would constitute such a breach of or default under any such instrument; and the execution and delivery of or acceptance of this Bank Bonds Purchase Agreement, the Intercept Agreement, the Indenture, the Qualified Obligation Purchase Agreement, and the Bank Bonds and the adoption of the Bank Bond Resolution and compliance with the provisions of each thereof will not conflict with or constitute a breach of or default under any law, administrative regulation, judgment, decree, agreement, or other instrument to which either the Bank or the Board is a party or is otherwise subject.

(e) At the time of the Bank's acceptance hereof, the Preliminary Official Statement as it pertains to the Bank does not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(f) No summons or complaint or any other notice or document has been served upon or delivered to the Bank or the Board or any of their officers or employees relating to any litigation, and there is no action, suit, proceeding, inquiry, or investigation, at law or in equity, before or by any court, public board, or body, pending or, to the best knowledge of the Bank or the Board, threatened against the Bank or the Board, affecting the existence of the Bank or the Board, the titles of their officers to their respective offices or seeking to prohibit, restrain, or enjoin the issuance, sale, or delivery of the Bank Bonds or in any way contesting or affecting the validity or enforceability of the Bank Bonds or the tax exempt status of the Bank Bonds, the Bank Bond Resolution, the Intercept Agreement, the Indenture, or this Bank Bonds Purchase Agreement, the acceptance and assignment of the Qualified Obligation, or contesting in any way the completeness or accuracy of the Preliminary Official Statement, or contesting the powers of the Bank or the Board or any authority for the issuance of the Bank Bonds, the adoption of the Bank Bond Resolution, the assignment of the Qualified Obligation, or the execution or acceptance of this Bank Bonds Purchase Agreement, the Indenture, the Intercept Agreement, the Qualified Obligation Purchase Agreement, or the Bank's performance thereunder, nor is there any controversy or litigation pending or, to the best knowledge of the Bank or the Board, threatened, nor, to the best of the knowledge of the Bank and the Board, is there any basis therefore, wherein an unfavorable decision, ruling, or finding would materially adversely affect the tax exempt status of the interest on the Bank Bonds or the validity or enforceability of the Bank Bonds, the Bank Bond Resolution, the Indenture, the Intercept Agreement, the Qualified Obligation Purchase Agreement, the Qualified Obligation, or this Bank Bonds Purchase Agreement.

(g) Except as otherwise provided herein, (i) the Bank Bond Resolution, the Indenture, the Intercept Agreement, the Qualified Obligation Purchase Agreement, this Bank Bonds Purchase Agreement, and the Bank Bonds conform to the description thereof contained in the Preliminary Official Statement, and (ii) the Bank Bonds and the Indenture will constitute valid, legally binding, and enforceable obligations of the Bank.

(h) The proceeds from the sale of the Bank Bonds will be used or applied as is provided in the Authorizing Resolutions, the Indenture, and the Preliminary Official Statement

4. **Representations and Warranties of the Municipality.** The Municipality represents and warrants to and agrees with the Underwriter that:

(a) The Municipality is a public body corporate, a political subdivision of the State, and a “local governmental unit” within the meaning of the Bank Act. The Governing Body is duly organized and existing under the Constitution and laws of the State and is authorized, pursuant to the provisions of Municipality Improvements Act to issue the Qualified Obligation under the terms and provisions of the Municipality Bond Resolution, under which the Municipality’s obligations in connection with the Qualified Obligation arise, and otherwise to act, on behalf of the Municipality in connection with the execution of the Qualified Obligation Purchase Agreement, and this Bank Bonds Purchase Agreement.

(b) The Governing Body, on behalf of the Municipality, has full legal right, power, and authority to enter into or accept this Bank Bonds Purchase Agreement, the Continuing Disclosure Agreement (the “Continuing Disclosure Agreement”), and the Qualified Obligation Purchase Agreement, to execute, issue, and deliver the Qualified Obligation to the Bank as provided in the Municipality Bond Resolution, and to carry out and consummate all other transactions contemplated by this Bank Bonds Purchase Agreement, the Qualified Obligation Purchase Agreement, the Municipality Bond Resolution, the Continuing Disclosure Agreement, and the Official Statement.

(c) By official action of the Governing Body prior to or concurrently with the acceptance hereof, the Governing Body has duly adopted the Municipality Bond Resolution and has duly approved the execution and delivery by the Mayor of the Municipality (the “Mayor”) and/or the City Clerk of the Municipality (the “City Clerk”) of this Bank Bonds Purchase Agreement, the Qualified Obligation Purchase Agreement, the Qualified Obligation, and the Continuing Disclosure Agreement, has duly authorized and approved the execution and delivery of or acceptance of, and the performance by the Municipality of the obligations of the Municipality contained in, the Qualified Obligation Purchase Agreement, the Qualified Obligation, the Continuing Disclosure Agreement, and this Bank Bonds Purchase Agreement, and the consummation by it of all other transactions contemplated by the Preliminary Official Statement and this Bank Bonds Purchase Agreement.

(d) Neither the Municipality nor the Governing Body is in breach of or default under any applicable law or administrative regulation of the State or the United States of America or any applicable judgment or decree or any agreement or other instrument to which either the Municipality or the Governing Body is a party or is otherwise subject, which breach or default would in any way materially adversely affect the official existence or powers of the Municipality or the Governing Body, the Municipality Bond Resolution, the Qualified Obligation, and the Qualified Obligation Purchase Agreement, and no event has occurred and is continuing which with the passage of time or the giving of notice, or both, would constitute such a breach of or default under any such instrument; and the execution and delivery of or acceptance of this Bank Bonds Purchase Agreement, the Qualified Obligation, the Qualified Obligation Purchase Agreement, the

Continuing Disclosure Agreement, the adoption of the Municipality Bond Resolution, and compliance with the provisions of each thereof, will not conflict with or constitute a breach of or default under any law, administrative regulation, judgment, decree, agreement, or other instrument to which either the Municipality or the Governing Body is a party or is otherwise subject.

(e) The Preliminary Official Statement does not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein in connection with the Municipality, the Municipality Bond Resolution, the Qualified Obligation Purchase Agreement, the Qualified Obligation, and the Continuing Disclosure Agreement, in the light of the circumstances under which they were made, not misleading, and as of the Closing, the Official Statement will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein in connection with the Municipality, the Municipality Bond Resolution, the Qualified Obligation Purchase Agreement, the Qualified Obligation, and the Continuing Disclosure Agreement, in the light of the circumstances under which they were made, not misleading.

(f) No summons or complaint or any other notice or document has been served upon or delivered to the Municipality or the Governing Body or any of their officers or employees relating to any litigation, and there is no action, suit, proceeding, inquiry, or investigation, at law or in equity, before or by any court, public board, or body, pending or, to the best knowledge of the Municipality or the Governing Body, threatened against the Municipality or the Governing Body, affecting the existence of the Municipality or the Governing Body, the titles of their officers to their respective offices or seeking to prohibit, restrain, or enjoin the issuance or delivery of the Qualified Obligation, or in any way contesting or affecting the validity or enforceability of the Municipality Bond Resolution, the Bank Bonds Purchase Agreement, the Continuing Disclosure Agreement, the Qualified Obligation, and the Qualified Obligation Purchase Agreement, the tax exempt status of the interest on the Bank Bonds, or contesting in any way the completeness or accuracy of the Preliminary Official Statement, or contesting the powers of the Municipality or the Governing Body or any authority for the issuance of the Qualified Obligation, the adoption of the Municipality Bond Resolution, the execution of the Qualified Obligation Purchase Agreement, the Continuing Disclosure Agreement, and this Bank Bonds Purchase Agreement, or the Municipality's performance thereunder, nor is there any controversy or litigation pending, or to the best knowledge of the Municipality or the Governing Body, threatened, nor, to the best of the knowledge of the Municipality and the Governing Body, is there any basis therefore, wherein an unfavorable decision, ruling, or finding would materially adversely affect the tax exempt status of the Bank Bonds, the validity or enforceability of the Qualified Obligation, the Municipality Bond Resolution, the Qualified Obligation Purchase Agreement, the Continuing Disclosure Agreement, or this Bank Bonds Purchase Agreement.

(g) The proceeds from the Qualified Obligation will be used or applied as provided in the Municipality Bond Resolution, the Qualified Obligation Purchase Agreement, and the Preliminary Official Statement.

(h) The Municipality will undertake, pursuant to the Continuing Disclosure Agreement, to provide financial information and notices of certain events in connection with the Bank Bonds. A description of this undertaking is set forth in the Preliminary Official Statement.

(i) Except as otherwise provided herein, (i) the Municipality Bond Resolution, the Qualified Obligation Purchase Agreement, the Qualified Obligation, and the Continuing Disclosure Agreement conform to the descriptions thereof contained in the Preliminary Official Statement, and (ii) this Bank Bonds Purchase Agreement, the Continuing Disclosure Agreement, the Qualified Obligation, and the Qualified Obligation Purchase Agreement will constitute valid, legally binding, and enforceable obligations of the Municipality.

5. **Further Representations and Warranties of the Bank.** The Bank further represents and warrants to and agrees with the Underwriter that:

(a) The Bank will furnish such information, execute such instruments, and take such other reasonable action in cooperation with the Underwriter as the Underwriter may reasonably request to qualify the Bank Bonds for offer and sale under the Blue Sky or other securities laws or regulations of such states and other jurisdictions of the United States of America as the Underwriter may designate; provided, however, that the Bank shall not be required to consent to service of process in any state or place where such is not provided by the laws of such state.

(b) No consent, approval, authorization, or order of, or filing, registration, or declaration with any court, government agency, or body is required for the issuance, sale, or delivery of the Bank Bonds or the consummation of the other transactions effected or contemplated herein or thereby, except such as may be required under the Blue Sky or other securities laws or regulations of any jurisdiction in connection with the offer and sale of the Bank Bonds by the Underwriter, or if any such consent, approval, or authorization is required, the Bank will obtain it prior to the date of the Closing and will provide reasonable evidence to the Underwriter that the same has been obtained.

(c) Except as otherwise provided herein, (i) the Bank Bond Resolution, the Indenture, the Intercept Agreement, the Qualified Obligation, the Qualified Obligation Purchase Agreement, and the Bank Bonds conform to the descriptions thereof contained in the Preliminary Official Statement, (ii) the Bank Bonds, when validly issued, authenticated, and delivered in accordance with the Bank Bond Resolution, the Indenture, and the Intercept Agreement, and sold to the Underwriter as provided herein, will be validly issued and outstanding limited obligations of the Bank entitled to the benefits and security of the Bank Bond Resolution, the Indenture, and the Intercept Agreement, all as more fully described in the Preliminary Official Statement, and as to be more fully described in the Official Statement, and will constitute valid, legally binding, and enforceable limited obligations of the Bank, and (iii) the Bank Bond Resolution and the Indenture will constitute valid, legally binding, and enforceable obligations of the Bank.

(d) In order for the Underwriter to comply with Rule 15c2-12, the Bank:

(i) Represents and warrants that, if, after the date of this Bank Bonds Purchase Agreement and until 25 days after the “end of the underwriting period”, as such term is defined in Rule 15c2-12, any event shall occur, and be known to the Bank, as a result of which it is necessary to amend or supplement the Official Statement in order to make the statements therein, in light of the circumstances when the Official Statement is delivered to any purchaser, not misleading, or if it is necessary to amend or supplement the Official Statement to comply with law, it will notify the Underwriter (and for the purposes of this subparagraph (i) of this subsection (d) to provide the Underwriter with such information

as it may from time to time reasonably request), and it will forthwith prepare and furnish, at the expense of the Municipality (in a form and manner reasonably acceptable to the Underwriter), a reasonable number of copies of either amendments or supplements to the Official Statement so that the statements in the Official Statement as so amended and supplemented will not, in light of the circumstances when the Official Statement is delivered to any purchaser, be misleading or so that the Official Statement will comply with all applicable laws and regulations; and

(ii) Represents and warrants that, at the time of the Bank's acceptance hereof, and unless an event of the nature described in subparagraph (i) of this subsection (d) occurs, at all times subsequent thereto during the period up to and including 25 days subsequent to the end of the underwriting period, the Official Statement does not and will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein not misleading; and

(iii) Represents and warrants that, if the Official Statement is supplemented or amended pursuant to subparagraph (i) of this subsection (d), at the time of each supplement or amendment thereto and at all times subsequent thereto during the period up to and including 25 days subsequent to the end of the underwriting period, the Official Statement as so supplemented or amended will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein not misleading; and

(iv) Unless otherwise notified in writing by the Underwriter by the date of Closing, the Bank can assume that the "end of the underwriting period" for purposes of Rule 15c2-12 is the Closing. In the event such notice is so given in writing by the Underwriter, the Underwriter agrees to notify the Bank in writing following the occurrence of the "end of the underwriting period" as defined in Rule 15c2-12. The "end of the underwriting period" as used in this Bank Bonds Purchase Agreement shall mean the date of Closing or such later date as to which notice is given by the Underwriter in accordance with the preceding sentence.

6. **Closing.** The Bank will deliver the Bank Bonds by delivery thereof to Cede & Co., as nominee of The Depository Trust Company ("DTC") as directed by the Underwriter against payment of the purchase price therefore by wire transfer of immediately available funds to the Trustee at or prior to _____ p.m., on _____, 2023, or such other place, time, or date as shall be mutually agreed upon by the Bank and the Underwriter. The Bank Bonds will be delivered in fully registered form in such denominations and registered to such persons as the Underwriter shall request at least 3 days prior to the date of the Closing. The Bank Bonds may be in printed, engraved, typewritten, or photocopied form and each such form shall constitute "definitive form." The legal documents required by this Bank Bonds Purchase Agreement and the Official Statement shall be delivered to the parties hereto at the offices of Watkins & Eager PLLC, Jackson, Mississippi, as Bond Counsel (the "Bond Counsel"), on such date or such other date corresponding with the payment for and delivery of the Bank Bonds, and contemporaneously with such payment and delivery.

7. **Closing Conditions.** The Underwriter has entered into this Bank Bonds Purchase Agreement in reliance upon the representations, warranties, and agreements of the Bank and the Municipality contained herein and to be contained in the documents and instruments to be delivered at

the Closing and upon the performance by the Bank and the Municipality of their obligations hereunder, both as of the date hereof and as of the date of Closing. Accordingly, the Underwriter's obligations under this Bank Bonds Purchase Agreement to purchase and pay for the Bank Bonds shall be subject to the performance by the Bank and the Municipality of their obligations to be performed hereunder and under such documents and instruments at or prior to the Closing, and shall also be subject to the following conditions:

(a) The representations and warranties of the Bank and the Municipality contained herein shall be true, complete, and correct as of the date hereof, and on and as of the date of Closing, with the same effect as if made on the date of Closing.

(b) At the time of the Closing, the Indenture, the Intercept Agreement, the Qualified Obligation Purchase Agreement, the Qualified Obligation, and the Authorizing Resolutions shall be in full force and effect, and shall not have been amended, modified, or supplemented, and the Official Statement shall not have been amended, modified, or supplemented, except as may have been agreed to by the Underwriter.

(c) At the time of Closing, all official action of the Bank and the Municipality relating to this Bank Bonds Purchase Agreement, the Indenture, the Intercept Agreement, the Bank Bonds, the Authorizing Resolutions, the Qualified Obligation, and the Qualified Obligation Purchase Agreement be in full force and effect and shall not have been amended, modified, or supplemented, except as may have been agreed to by the Underwriter.

(d) The Bank and the Municipality shall not have, subsequent to the date hereof and prior to Closing, failed to pay principal or interest when due on any of their obligations for money borrowed wherein such failure, if any, would have a material adverse impact on their ability to perform in accordance with this Bank Bonds Purchase Agreement, the Indenture, the Intercept Agreement, the Bank Bonds, the Authorizing Resolutions, the Qualified Obligation, or the Qualified Obligation Purchase Agreement, except as set forth in the Official Statement.

(e) The Underwriter shall have the right to terminate its obligations under this Bank Bonds Purchase Agreement to purchase and pay for the Bank Bonds by notifying the Bank and the Municipality of its election to do so if, after the execution hereof and prior to the Closing: (i) legislation shall have been introduced in or enacted by the Congress of the United States of America or enacted by the State, or legislation pending in the Congress of the United States of America shall have been amended, or a decision shall have been rendered by a court of the United States of America or the State, including the Tax Court of the United States of America, or a ruling shall have been made, a regulation shall have been proposed or made, or a press release or other form of notice shall have been issued by the Treasury Department of the United States of America or the Internal Revenue Service or other federal or State authority, with respect to federal or State taxation upon revenues or other income of the general character to be derived by the State or by a similar body, or upon interest on the Bank Bonds or obligations of the general character of the Bank Bonds which may have the purpose or effect, directly or indirectly, of affecting the tax status of the Bank and the Municipality, the Bank's property or income, its securities (including the Bank Bonds), or the interest thereon, or any tax exemption granted or authorized by the Act, in the sole reasonable opinion of the Underwriter, affects materially and adversely the market for the Bank Bonds, or the market price generally of obligations of the general character of the Bank Bonds; (ii) the outbreak or escalation of hostilities involving the United States of America or the declaration

by the United States of America of a national emergency or war, if the effect of any such event specified in this clause (ii) in the reasonable judgment of the Underwriter makes it impracticable or inadvisable to proceed with the public offering or the delivery of the Bank Bonds on the terms and in the manner contemplated by the Official Statement; (iii) there shall have occurred a general suspension of trading on the New York Stock Exchange or the declaration of a general banking moratorium by the United States of America, the State of New York, or authorities of the State; (iv) there shall have been issued a stop order, ruling, or regulation affecting the validity or tax exempt status of the Bank Bonds by the Securities and Exchange Commission; (v) an event described in subsection (d) of Paragraph 5 hereof occurs which, in the reasonable opinion of the Underwriter, requires or has required the preparation and distribution of a supplement or amendment to the Official Statement and which in the reasonable opinion of the Underwriter affects materially and adversely the market for the Bank Bonds; or (vi) there shall have occurred or any notice shall have been given of any intended downgrading, suspension, withdrawal or negative change in credit watch status by any national rating service to any of the Municipality's obligations.

(f) At or prior to the Closing, the Underwriter shall have received each of the following documents:

(i) The Official Statement, together with any supplements or amendments to the Official Statement in the event that the Official Statement has been supplemented or amended, executed on behalf of the Bank by the Executive Director of the Bank;

(ii) A copy of the Bank Bond Resolution certified as of the date of the Closing by the Secretary (the "Secretary") or the Assistant Secretary (the "Assistant Secretary") of the Bank as having been duly adopted by the Board and as being in effect, with such amendments, modifications, and supplements as may have been agreed to by the Underwriter;

(iii) A copy of the Municipality Bond Resolution certified as of the date of the Closing by the City Clerk as having been duly adopted by the Governing Body and as being in effect, with such amendments, modifications, and supplements as may have been agreed to by the Underwriter;

(iv) Executed copies of the Indenture, the Qualified Obligation, the Qualified Obligation Purchase Agreement, the Intercept Agreement, and the Continuing Disclosure Agreement, with such amendments, modifications, and supplements as may have been agreed to by the Underwriter;

(v) The unqualified opinion, dated the date of the Closing, of Bond Counsel in substantially the form attached to the Preliminary Official Statement and incorporated herein by this reference thereto, and a letter from Bond Counsel, dated the date of the Closing and addressed to the Underwriter, to the effect that such opinion may be relied upon by the Underwriter to the same extent as if such opinion were addressed to the Underwriter;

(vi) An opinion, dated the date of the Closing and addressed to the Underwriter, of Balch & Bingham LLP, Jackson, Mississippi, as Counsel to the Bank (the "Counsel to the Bank"), to the effect that (A) the Bank and the Board are duly organized and existing under

the laws of the State, including the Bank Act; (B) the Bank Bond Resolution has been duly adopted by the Board on behalf of the Bank which has full power and authority to perform its obligations thereunder; (C) this Bank Bonds Purchase Agreement, the Bank Bonds, the Qualified Obligation Purchase Agreement, the Indenture, and the Intercept Agreement have been duly authorized, executed, and delivered, or accepted, by the Board on behalf of the Bank; (D) the Bank Bond Resolution, the Bank Bonds, this Bank Bonds Purchase Agreement, the Indenture, and the Intercept Agreement constitute, assuming the valid authorization, execution and delivery by the other parties thereto, legal and binding obligations of the Bank, enforceable in accordance with their respective terms, subject to (1) applicable bankruptcy, insolvency, or other similar laws of the State or federal government affecting the enforcement of creditors' rights generally, and (2) the fact that specific performance and other equitable remedies are granted only in the discretion of a court; (E) neither the execution, delivery, nor performance by the Bank of this Bank Bonds Purchase Agreement, the Bank Bonds, the Qualified Obligation Purchase Agreement, the Intercept Agreement, or the Indenture conflicts with or results in a breach of the terms or provisions of the Constitution of the State or any law of the State, including the Act; (F) all consents, approvals, and other action required by any governmental authority or agency in connection with the execution, delivery, and performance, or acceptance of, by the Bank of this Bank Bonds Purchase Agreement, the Bank Bonds, the Qualified Obligation Purchase Agreement, the Intercept Agreement, and the Indenture have been obtained or accomplished; (G) the Board on behalf of the Bank has duly approved the form of and authorized the use by the Underwriter of the Preliminary Official Statement and the Official Statement in connection with the offering and sale of the Bank Bonds by the Underwriter; (H) the Bank Bonds, the Indenture, the Intercept Agreement, the Qualified Obligation Purchase Agreement, and the Bank Bond Resolution conform as to form and tenor with the terms and provisions thereof as summarized and set out in the Official Statement; and (I) without having undertaken to determine independently the accuracy or completeness of the statements contained in the Official Statement, the Counsel to the Bank has no reason to believe that, as of the date of the Closing, the Official Statement (except for financial statements and other financial and statistical data and "TAX MATTERS" or **Appendix A** and **Appendix B**, included therein, as to which no view need be expressed) contains any untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, or that the Official Statement, as the same may have been amended or supplemented to the date of the Closing pursuant to subsection (d) of Paragraph 5 hereof (except as aforesaid), as of the date of the Closing contains any untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(vii) An opinion, dated the date of the Closing and addressed to the Underwriter, of Hunt Ross & Allen, P.A., Southaven, Mississippi, as Counsel to the Municipality (the "Counsel to the Municipality"), to the effect that (A) the Municipality and the Governing Body are duly organized and existing under the laws of the State; (B) the Municipality Bond Resolution has been duly adopted by the Governing Body on behalf of the Municipality which has full power and authority to perform its obligations thereunder; (C) this Bank Bonds Purchase Agreement, the Qualified Obligation, the Qualified Obligation

Purchase Agreement, and the Continuing Disclosure Agreement have been duly authorized, executed, and delivered, or approved, by the Governing Body on behalf of the Municipality; (D) the Qualified Obligation, the Qualified Obligation Purchase Agreement, the Continuing Disclosure Agreement, and the Municipality Bond Resolution constitute, assuming the valid authorization, execution, and delivery by the other parties thereto, if any, legal and binding obligations of the Municipality, enforceable in accordance with their respective terms, subject to (1) applicable bankruptcy, insolvency or other similar laws of the State or federal government affecting the enforcement of creditors' rights generally, and (2) the fact that specific performance and other equitable remedies are granted only in the discretion of a court; (E) neither the execution, delivery, nor performance by the Municipality of this Bank Bonds Purchase Agreement, the Qualified Obligation, the Qualified Obligation Purchase Agreement, the Continuing Disclosure Agreement, or the Municipality Bond Resolution conflicts with or results in a breach of the terms or provisions of the Constitution of the State or any law of the State; (F) all consents, approvals, and other action required by any governmental authority or agency in connection with the execution, delivery, and performance by the Municipality of this Bank Bonds Purchase Agreement, the Qualified Obligation Purchase Agreement, the Continuing Disclosure Agreement, and the Qualified Obligation have been obtained or accomplished; (G) the Qualified Obligation, the Qualified Obligation Purchase Agreement, the Continuing Disclosure Agreement, and the Municipality Bond Resolution conform as to form and tenor with the terms and provisions thereof as summarized and set out in the Official Statement; and (H) without having undertaken to determine independently the accuracy or completeness of the statements contained in the Official Statement, he has no reason to believe that, as of the date of the Closing, the Official Statement contains any untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary to make the statements therein in connection with the Municipality, the Municipality Bond Resolution, the Qualified Obligation, the Qualified Obligation Purchase Agreement, and the Continuing Disclosure Agreement, in the light of the circumstances under which they were made, not misleading, or that the Official Statement, as the same may have been amended or supplemented to the date of the Closing pursuant to subsection (d) of Paragraph 5 hereof (except as aforesaid), as of the date of the Closing contains any untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein in connection with the Municipality, the Municipality Bond Resolution, the Qualified Obligation, the Qualified Obligation Purchase Agreement, and the Continuing Disclosure Agreement, in the light of the circumstances under which they were made, not misleading;

(viii) The opinion, dated the date of the Closing and addressed to the Underwriter, of Bond Counsel to the effect that: (A) the Bank Bonds constitute exempt securities within the meaning of Section 3(a)(2) of the Securities Act of 1933, as amended, and it is not necessary, in connection with the public offering and sale of the Bank Bonds, to register the Bank Bonds under said Securities Act or to qualify the Indenture under the Trust Indenture Act of 1939; (B) without having undertaken to determine independently the accuracy or completeness of the statements contained in the Official Statement, Bond Counsel has no reason to believe that, as of the date of the Closing, the Official Statement (except for financial statements and other financial and statistical data or **Appendices A** and **B** included therein, as to which no view need be expressed) contains any untrue

statement of a material fact or omits to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, or that the Official Statement, as the same may have been amended or supplemented to the date of the Closing pursuant to subsection (d) of Paragraph 5 hereof (except as aforesaid), as of the date of the Closing contains any untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; and (C) the Continuing Disclosure Agreement satisfies Section (b)(5)(i) of Rule 15c2-12, which requires an undertaking for the benefit of the holders, including beneficial owners, of the Bank Bonds to provide certain annual financial information and event notices to various information repositories at the time and in the manner required by Rule 15c2-12;

(ix) A certificate, dated the date of the Closing and signed by the Executive Director and Secretary of the Bank to the effect that: (A) the representations and warranties of the Bank contained herein are true and correct in all material respects on and as of the date of the Closing with the same effect as if made on the date of the Closing; (B) no summons or complaint or any other notice or document has been served upon or delivered to the Bank or any of their officers or employees relating to any litigation, and there is no action, suit, proceeding, inquiry, or investigation, at law or in equity, before or by any court, public board, or body, pending or, to the best of their knowledge, threatened against the Bank or the Board, affecting the existence of the Bank or the Board, or the titles of their officers to their respective offices, or seeking to prohibit, restrain, or enjoin the issuance, sale, or delivery of the Bank Bonds, or in any way contesting or affecting the tax exempt status of the interest on the Bank Bonds or the validity or enforceability of the Bank Bonds, the Bank Bond Resolution, the Qualified Obligation Purchase Agreement, the Indenture, the Intercept Agreement, or this Bank Bonds Purchase Agreement, or contesting in any way the completeness or accuracy of the Official Statement, or contesting the powers of the Bank, the Board, or any authority for the issuance of the Bank Bonds, the adoption of the Bank Bond Resolution, or the execution or acceptance of this Bank Bonds Purchase Agreement, the Qualified Obligation Purchase Agreement, the Intercept Agreement, and the Indenture, nor is there any controversy or litigation pending or, to the best of their knowledge, threatened, nor to the best of their knowledge is there any basis therefor, wherein any unfavorable decision, ruling, or finding would materially adversely affect the tax exempt status of the interest on the Bank Bonds or the validity or enforceability of the Bank Bonds, the Bank Bond Resolution, the Qualified Obligation Purchase Agreement, the Indenture, the Intercept Agreement, or this Bank Bonds Purchase Agreement (but in lieu of or in conjunction with such certificate the Underwriter may, in their sole discretion, accept certificates or opinions of the Counsel to the Bank, that in its opinion the issues raised in any such pending or threatened litigation are without substance or that the contentions of all plaintiffs therein are without merit); (C) to the best of their knowledge, no event affecting the Bank has occurred since the date of the Official Statement that should be disclosed in the Official Statement, as the same may be supplemented or amended, in order that the Official Statement shall not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; and (D) the Bank has

complied with all the agreements and satisfied all the conditions on their respective parts to be performed or satisfied at or prior to the Closing;

(x) A certificate, dated the date of the Closing and signed by the Mayor and the City Clerk to the effect that (A) the representations and warranties of the Municipality contained herein are true and correct in all material respects on and as of the date of the Closing with the same effect as if made on the date of the Closing; (B) no summons or complaint or any other notice or document has been served upon or delivered to the Municipality or any of their officers or employees relating to any litigation, and there is no action, suit, proceeding, inquiry, or investigation, at law or in equity, before or by any court, public board, or body, pending or, to the best of their knowledge, threatened against the Municipality or the Governing Body, affecting the existence of the Municipality or the Governing Body, or the titles of their officers to their respective offices, or seeking to prohibit, restrain, or enjoin the execution or delivery of the Qualified Obligation or the Qualified Obligation Purchase Agreement, or in any way contesting or affecting the tax exempt status of the interest on the Bank Bonds or the validity or enforceability of the Qualified Obligation, the Municipality Bond Resolution, the Qualified Obligation Purchase Agreement, the Continuing Disclosure Agreement, or this Bank Bonds Purchase Agreement, or contesting in any way the completeness or accuracy of the Official Statement, or contesting the powers of the Municipality, the Governing Body, or any authority for the delivery of the Qualified Obligation, the Qualified Obligation Purchase Agreement, the adoption of the Municipality Bond Resolution, or the execution or approval of this Bank Bonds Purchase Agreement, the Continuing Disclosure Agreement, and the Qualified Obligation Purchase Agreement, nor is any controversy or litigation pending or, to the best of their knowledge, threatened, nor to the best of their knowledge is there any basis therefor wherein any unfavorable decision, ruling, or finding would materially adversely affect the validity or enforceability of the Qualified Obligation, the Qualified Obligation Purchase Agreement, the Municipality Bond Resolution, the Continuing Disclosure Agreement, or this Bank Bonds Purchase Agreement (but in lieu of or in conjunction with such certificate the Underwriter may, in its sole discretion, accept certificates or opinions of the Counsel to the Municipality, that in its opinion the issues raised in any such pending or threatened litigation are without substance or that the contentions of all plaintiffs therein are without merit); (C) to the best of their knowledge, no event affecting the Municipality or Governing Body has occurred since the date of the Official Statement that should be disclosed in the Official Statement, as the same may be supplemented or amended, in order that the Official Statement shall not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; and (D) the Municipality and the Governing Body have complied with all the agreements and satisfied all the conditions on their respective parts to be performed or satisfied at or prior to the Closing;

(xi) A certificate or agreement, dated the date of Closing, signed by the Executive Director of the Bank, in a form acceptable to Bond Counsel and the Underwriter with respect to the compliance by the Bank with applicable arbitrage and other applicable requirements of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder (hereinafter called the "Code"), to support the conclusion that the Bank Bonds will not be "arbitrage bonds" under the Code;

(xii) A certificate or agreement, dated the date of Closing, signed by the Mayor, in a form acceptable to Bond Counsel and the Underwriter with respect to the compliance by the Municipality with applicable arbitrage and other applicable requirements of the Code to support the conclusion that the Bank Bonds will not be “arbitrage bonds” under the Code;

(xiii) The unqualified final decree of the Chancery Court of Hinds County, Mississippi, validating the Bank Bonds, in customary form;

(xiv) A certified copy of a transcript of all proceedings taken by the Bank relating to the authorization and issuance of the Bank Bonds and the execution and delivery of the Indenture, the Intercept Agreement, this Bank Bonds Purchase Agreement, the Qualified Obligation, and the Qualified Obligation Purchase Agreement;

(xv) A certified copy of a transcript of all proceedings taken by the Municipality and relating to the authorization of the Qualified Obligation, the Qualified Obligation Purchase Agreement, and the execution and delivery of this Bank Bonds Purchase Agreement, the Continuing Disclosure Agreement, the Qualified Obligation, and the Qualified Obligation Purchase Agreement;

(xvi) The Underwriter shall have received a certificate, dated the date of Closing and signed by an authorized officer of the Trustee, to the effect that: (A) such officer is an authorized officer of the Trustee, (B) the Indenture, the Intercept Agreement, and the Continuing Disclosure Agreement have been duly executed and delivered by the Trustee, (C) the Trustee has all necessary corporate and trust powers required to carry out the trust created by the Indenture, (D) to the best of such officer’s knowledge, the acceptance by the Trustee of the duties and obligations of the Trustee under the Indenture and the Continuing Disclosure Agreement and compliance with the provisions thereof will not conflict with or constitute a breach of or default under any law, administrative regulation, consent decree, or any agreement or other instrument to which the Trustee is subject or by which the Trustee is bound, and (E) the Trustee has duly authenticated the Bank Bonds, and the person signing the certificate of authentication on each Bond has been duly authorized to do so;

(xvii) A certificate, dated the date of the Closing, signed by the Executive Director and the Secretary or the Assistant Secretary of the Bank, certifying that on the date of the execution of the certificate: (A) they are the duly chosen, qualified, and acting officers of the Bank occupying the offices indicated opposite their names, (B) the members of the Board at all times relevant to the issuance and sale of the Bank Bonds are as set forth therein, (C) the Executive Director and the Secretary or the Assistant Secretary of the Bank have executed the Bank Bonds by causing their signatures to be affixed to each Bond, (D) they do thereby recognize the said signatures as their true and lawful signatures, and (E) further certifying that the seal, which is imprinted on each of said Bonds and on such certificate, is the official seal of the Bank;

(xviii) A certificate, dated the date of the Closing, signed by the Mayor and the City Clerk, certifying that on the date of the execution of the certificate (A) they are the duly chosen, qualified, and acting representatives of the Municipality occupying the offices

indicated opposite their names, (B) the members of the Governing Body at all times relevant to the execution and delivery of the Qualified Obligation, the Qualified Obligation Purchase Agreement, and the issuance thereof, are as set forth therein, (C) the Mayor and the City Clerk have executed the Qualified Obligation, the Qualified Obligation Purchase Agreement, and this Bank Bonds Purchase Agreement by causing their signatures to be affixed to the Qualified Obligation, the Qualified Obligation Purchase Agreement, and this Bank Bonds Purchase Agreement, (D) they do thereby recognize the said signatures as their true and lawful signatures, and (E) further certifying that the seal which is imprinted on the Qualified Obligation, the Qualified Obligation Purchase Agreement, and on such certificate, is the official seal of the Municipality;

(xix) A certificate, dated the date of the Closing, signed by the Executive Director and the Secretary or the Assistant Secretary of the Bank, to the effect that nothing has come to their attention which would lead them to believe that the Official Statement, as of its date and as of the date of the Closing, contains any untrue statement of a material fact or omits to state any material fact which should be included therein for the purpose for which the Official Statement is to be used, or which is necessary to make the statements therein, in light of the circumstances under which they were made, not misleading and in providing such certificate, the Executive Director and the Secretary or the Assistant Secretary of the Bank may state that they have not undertaken to independently verify information outlined or derived from the various publications or other similar sources as presented therein;

(xx) A certificate, dated the date of the Closing, signed by the Mayor and the City Clerk, to the effect that nothing has come to their attention that would lead them to believe that the Official Statement, as of its date and as of the date of the Closing, contains any untrue statement of a material fact or omits to state any material fact that should be included therein for the purpose for which the Official Statement is to be used, or which is necessary to make the statements therein, in light of the circumstances under which they were made, not misleading and in providing such certificate, the Mayor and the City Clerk may state that they have not undertaken to independently verify information outlined or derived from the various publications or other similar sources as presented therein;

(xxi) On or before the date of the Closing, evidence that there shall be an insured rating of "AA/Stable" by _____ (the "Bond Insurer," as further defined in the Official Statement) of the Municipal Bond Insurance Policy (as further defined in the Official Statement) for the Bank Bonds;

(xxii) A copy of the Blanket Letter of Representation to DTC from the Bank;

(xxiii) Evidence satisfactory to the Underwriter of the filing of any financing statement necessary to perfect (to the extent perfection can be obtained by filing) a security interest in favor of the Trustee in the Trust Estate (as defined in the Indenture);

(xxiv) To the extent not otherwise included herein, a copy of each of the documents described in Section 2.04 of the Indenture; and

(xxv) Such additional legal opinions, certificates, instruments, and other documents as the Underwriter may reasonably request to evidence the truth and accuracy, as of the date hereof and as of the date of the Closing, of the representations and warranties contained herein and of the statements and information of the Bank and the Municipality contained in the Official Statement and the due performance or satisfaction by the Bank and the Municipality at or prior to the date of the Closing of all agreements then to be performed and all the conditions then to be satisfied by the Bank and the Municipality.

All the opinions, letters, certificates, instruments, and other documents mentioned above or elsewhere in this Bank Bonds Purchase Agreement shall be deemed to be in compliance with the provisions hereof but only if they are delivered to the Underwriter in form and substance satisfactory to the Underwriter.

If the Bank and the Municipality, in good faith, shall be unable to satisfy the conditions to the obligations of the Underwriter contained in this Bank Bonds Purchase Agreement (unless the Underwriter waives and/or consents to the inability to satisfy such conditions), or if such obligations of the Underwriter shall be terminated for any reason permitted by this Bank Bonds Purchase Agreement, this Bank Bonds Purchase Agreement shall terminate and neither the Underwriter, nor the Bank, nor the Municipality shall be under further obligation hereunder.

8. **Expenses.** Expenses incident to the performance of the obligations of the Bank and the Municipality hereunder shall be paid from the proceeds of the Bank Bonds and include but are not limited to: (a) the cost of the preparation of the Indenture, the Intercept Agreement, the Qualified Obligation Purchase Agreement, the Qualified Obligation, the Authorizing Resolutions, the Preliminary Official Statement, and the Official Statement; (b) the cost of the preparation and printing of the definitive Bonds; (c) the fees and disbursements of Bond Counsel and Counsel to the Municipality; (d) the fees and disbursements of the Counsel to the Bank and experts, the Municipality's independent registered municipal advisor, Government Consultants, Inc., Madison, Mississippi (the "Municipal Advisor"), or consultants retained by the Bank or the Municipality; (e) fees for bond ratings, if any; (f) the cost of preparation and printing of the Preliminary Official Statement and the Official Statement in sufficient quantity (but not to exceed 150 copies) to permit the Underwriter to comply with the requirements of Rule 15c2-12; and (g) the cost of the preparation of this Bank Bonds Purchase Agreement. Neither the Bank nor the Municipality shall be required to pay any such costs or to reimburse any party for any such expenses other than from the proceeds of the Bank Bonds. Except as provided in this Paragraph 8, the Underwriter shall pay: (a) all advertising expenses in connection with the public offering of the Bank Bonds; (b) the cost of any copies of the Official Statement in excess of said copy limitations; and (c) all other expenses incurred by it in connection with its public offering and distribution of the Bank Bonds. The Municipality shall pay for expenses (included in the expense component of the spread) incurred on behalf of Municipality's employees which are incidental to implementing this Bank Bonds Purchase Agreement, including, but not limited to, meals, transportation, lodging, and entertainment of those employees.

9. **Establishment of Issue Price.**

(a) The Underwriter agrees to assist the Bank in establishing the issue price of the Bank Bonds and shall execute and deliver to the Bank at the Closing (as hereinafter defined) an "issue price" or similar certificate, together with the supporting pricing wires or equivalent

communications, substantially in the form acceptable to Bond Counsel, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter and the Bank, to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Bank Bonds. All actions to be taken by the Bank under this section to establish the issue price of the Bank Bonds may be taken on behalf of the Bank by the Municipal Advisor, and any notice or report to be provided to the Bank may be provided to the Municipal Advisor.

(b) Except as otherwise set forth in **Exhibit A** hereto, the Bank will treat the first price at which 10% of each maturity of the Bank Bonds (the “10% Test”) is sold to the public as the issue price of that maturity (if different interest rates apply within a maturity, each separate CUSIP number within that maturity will be subject to the 10% Test). At or promptly after the execution of this Agreement, the Underwriter shall report to the Bank the price or prices at which it has sold to the public each maturity of Bonds. If at that time the 10% Test has not been satisfied as to any maturity of the Bank Bonds, the Underwriter agrees to promptly report to the Bank the prices at which it sells the unsold Bonds of that maturity to the public. That reporting obligation shall continue, whether or not the Closing has occurred, until the 10% Test has been satisfied as to the Bank Bonds of that maturity or until all Bonds of that maturity have been sold to the public.

(c) The Underwriter confirms that it has offered the Bank Bonds to the public on or before the date of this Agreement at the offering price or prices (the “initial offering price”), or at the corresponding yield or yields, set forth in **Exhibit A** hereto, except as otherwise set forth therein. **Exhibit A** also sets forth, as of the date of this Agreement, the maturities, if any, of the Bank Bonds for which the 10% Test has not been satisfied and for which the Bank and the Underwriter agree that the restrictions set forth in the next sentence shall apply, which will allow the Bank to treat the initial offering price to the public of each such maturity as of _____, 2023, the date of execution of this Agreement by all parties (the “Sale Date”), as the issue price of that maturity (the “Hold-The-Offering-Price Rule”). So long as the Hold-The-Offering-Price Rule remains applicable to any maturity of the Bank Bonds, the Underwriter will neither offer nor sell unsold Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the Sale Date and ending on the earlier of the following:

- (1) the close of the 5th business day after the Sale Date; or
- (2) the date on which the Underwriter has sold at least 10% of that maturity of the Bank Bonds to the public at a price that is no higher than the initial offering price to the public.

The Underwriter shall promptly advise the Bank when it has sold 10% of that maturity of the Bank Bonds to the public at a price that is no higher than the initial offering price to the public, if that occurs prior to the close of the 5th business day after the Sale Date.

(d) The Underwriter confirms that any selling group agreement and any retail distribution agreement relating to the initial sale of the Bank Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer who is a member of the selling group and each broker-dealer that is a party to such retail distribution agreement, as applicable, to (A) report the prices at which it sells to the public the unsold Bonds of each maturity allotted to it until it is notified by the Underwriter that either the 10% Test has been satisfied as to the Bank Bonds of that maturity or all Bonds of that maturity have been sold

to the public and (B) comply with the Hold-The-Offering-Price Rule, if applicable, in each case if and for so long as directed by the Underwriter. The Bank acknowledges that, in making the representation set forth in this subsection, the Underwriter will rely on the following: (i) in the event a selling group has been created in connection with the initial sale of the Bank Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the Hold-The-Offering-Price Rule, if applicable, as set forth in a selling group agreement and the related pricing wires, and (ii) in the event that a retail distribution agreement was employed in connection with the initial sale of the Bank Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the Hold-The-Offering-Price Rule, if applicable, as set forth in the retail distribution agreement and the related pricing wires. The Bank further acknowledges that the Underwriter shall not be liable for the failure of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a retail distribution agreement, to comply with its corresponding agreement regarding the Hold-The-Offering-Price Rule as applicable to the Bank Bonds.

(e) The Underwriter acknowledges that sales of any Bonds to any person that is a related party to the Underwriter shall not constitute sales to the public for purposes of this section. Further, for the purposes of this section:

- (1) “Public” means any person other than an Underwriter or a related party; and
- (2) “Underwriter” means (A) any person that agrees pursuant to a written contract with the Bank (or with the lead Underwriter to form an underwriting syndicate) to participate in the initial sale of the Bank Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) of this Section 9(e)2 to participate in the initial sale of the Bank Bonds to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bank Bonds to the public); and
- (3) any purchaser of any of the Bank Bonds is a “related party” to an Underwriter if the Underwriter and any purchaser are subject, directly or indirectly, to (i) at least 50% common ownership of the voting power or the total value of their stock, if both entities are Banks (including direct ownership by one Bank of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the Bank or the capital interests or profit interests of the partnership, as applicable, if one entity is a Bank and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

(f) It will be a condition of the Bank’s obligation to sell and deliver the Bank Bonds to the Underwriter and the obligation of the Underwriter to purchase and accept delivery of the

Bank Bonds, that the entire aggregate principal amount of the Bank Bonds must be sold and delivered by the Bank and accepted and paid for by the Underwriter on the Closing.

10. **Indemnification.** If and to the extent permitted by the laws of the State, the Bank and the Municipality agree to indemnify the Underwriter (or any person who controls the Underwriter within the meaning of the Securities Act of 1933, as amended) and hold the Underwriter harmless against any loss, damage, claim, liability, or expense (including reasonable cost of defense) arising out of or based upon any allegation that any of the information contained in the Preliminary Official Statement includes any untrue statement of a material fact or omits to state any material fact necessary in order to make statements therein in the light of the circumstances under which they were made not misleading, and will reimburse the Underwriter for any legal or other expenses reasonably incurred by them in investigating, defending, or preparing to defend any such action or claim. The indemnity agreement in this paragraph shall be in addition to any liability that the Bank and/or the Municipality may otherwise have to the Underwriter and shall extend upon the same terms and conditions to the officers, directors, agents, or employees of the Underwriter and to each person, if any, who controls the Underwriter within the meaning of the Securities Act of 1933, as amended. Promptly after receipt by the Underwriter of notice of the commencement of any action, the Underwriter shall, if a claim in respect thereof is to be made against the Bank and/or the Municipality under this paragraph, notify the Bank and the Municipality in writing of the commencement thereof, but the omission so to notify the Bank and the Municipality shall not relieve the Bank and/or the Municipality from any liability which it may have to the Underwriter otherwise than under this paragraph. In case any such action shall be brought against the Underwriter and the Underwriter shall notify the Bank and the Municipality of the commencement thereof, the Bank and/or the Municipality shall be entitled to participate therein and, to the extent that one or both wish, to assume the defense thereof, with counsel reasonably satisfactory to such Underwriter and after notice from the Bank and/or the Municipality to the Underwriter of their election so to assume the defense thereof, the Bank and/or the Municipality shall not be liable to the Underwriter under this paragraph for any legal or other expenses subsequently incurred by such Underwriter in connection with the defense thereof other than reasonable out-of-pocket costs of any investigation; provided, however, that if the named parties to any such action (including any impleaded parties) include the Underwriter (or its officers, directors, agents, or employees, or any person so controlling the Underwriter), the Bank and/or the Municipality, and the Underwriter (or such officers, directors, agents, or employees or any person so controlling the Underwriter) shall have reasonably concluded that there may be one or more legal defenses available to it which are different from or additional to those available to the Bank or the Municipality, the Underwriter (or such officers, directors, agents, or employees or such person so controlling the Underwriter) shall have the right to select separate counsel to assume such legal defenses and to otherwise participate in the defense of such action on behalf of the Underwriter (or such officers, directors, agents, or employees or such person so controlling the Underwriter), and in such event the said fees and expenses of the Underwriter in defending such action shall be borne by the Bank and/or the Municipality.

11. **Notices.** Any notice or other communication to be given to the Bank and the Municipality under this Bank Bonds Purchase Agreement may be given by delivering the same in writing at the addresses set forth above and any notice or other communication to be given to the Underwriter under this Bank Bonds Purchase Agreement may be given by delivering the same in writing to the Underwriter at Raymond James & Associates, Inc., 50 N. Front Street, 16th Floor, Memphis, Tennessee 38103, Attention: Lindsey Carter Rea.

12. **Parties in Interest.** This Bank Bonds Purchase Agreement is made solely for the benefit of the Bank, the Municipality, and the Underwriter (including the successors or assigns of the Underwriter), and no other person shall acquire or have any right hereunder or by virtue hereof. All the representations, warranties, and agreements of the Bank, the Municipality, and the Underwriter contained in this Bank Bonds Purchase Agreement shall remain operative and in full force and effect, regardless of (a) any investigation made by or on behalf of the Underwriter, the Bank, and the Municipality; (b) delivery of any payment for the Bank Bonds hereunder; and (c) any termination of this Bank Bonds Purchase Agreement.

13. **Governing Law.** This Bank Bonds Purchase Agreement shall be governed by, and construed in accordance with, the laws of the State. This Bank Bonds Purchase Agreement shall become effective upon the execution of the acceptance hereof by duly authorized officers of the Bank and the Municipality and shall be valid and enforceable as of the time of such acceptance.

14. **Counterparts.** This Bank Bonds Purchase Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

15. **Entire Agreement.** This Bank Bonds Purchase Agreement, when accepted by the Bank and the Municipality in writing as heretofore specified, shall constitute the entire agreement among the parties hereto with respect to the offer and sale of the Bank Bonds and the transactions related thereto, as set forth herein.

16. **Underwriter has No Advisory or Fiduciary Role.** The Bank and the Municipality acknowledge and agree that:

(a) The primary role of the Underwriter is to purchase securities, for resale to investors, in an arm's length commercial transaction between the Bank and the Underwriter and that the Underwriter has financial and other interests that differ from those of the Bank and the Municipality; and

(b) The Underwriter is not acting as a Municipal advisor or fiduciary to the Bank or the Municipality and has not assumed any advisory or fiduciary responsibility to the Bank or the Municipality with respect to the transaction contemplated by this Bank Bonds Purchase Agreement and the discussions, undertakings, and procedures leading thereto (irrespective of whether the Underwriter has provided other services or is currently providing other services to the Bank or the Municipality on other matters); and

(c) The only obligations the Underwriter has to the Bank and the Municipality with respect to the transaction contemplated hereby are expressly set forth in this Bank Bonds Purchase Agreement; and

(d) The Bank and the Municipality have consulted their own financial and/or financial, legal, accounting, tax, and other advisors, as applicable, to the extent they deem appropriate. If the Bank would like a municipal advisor in this transaction that has legal fiduciary duties to the Bank, then the Bank is free to engage a municipal advisor to serve in that capacity. As defined herein, the Municipality has employed its Municipal Advisor.

If you agree with the foregoing, please sign this Bank Bonds Purchase Agreement in the space provided below and return one copy so executed to each of the Underwriter, the Bank, and the Municipality, whereby this Bank Bonds Purchase Agreement shall then become a binding agreement among the Underwriter, the Bank, and the Municipality.

Very truly yours,

Raymond James & Associates, Inc.

By: _____

Title: _____

Date: _____

ACCEPTED this day, _____, 2023.

Mississippi Development Bank

By: _____

Larry Mobley

Executive Director

ACCEPTED this day, _____, 2023.

City of Horn Lake, Mississippi

By: _____

Mayor

Exhibit A

Maturity Schedule

Serial Bonds

Maturing Date _____ 1,	Principal <u>Amount</u>	<u>Interest Rate</u>	<u>Yield</u>	<u>Price</u>	<u>CUSIP</u>
----------------------------------	-----------------------------------	-----------------------------	---------------------	---------------------	---------------------

Term Bonds

Maturing Date _____ 1,	Principal <u>Amount</u>	Interest <u>Rate</u>	<u>Yield</u>	<u>Price</u>	<u>CUSIP</u>
----------------------------------	-----------------------------------	--------------------------------	---------------------	---------------------	---------------------

The Bond maturing on _____ , is a term bond subject to mandatory sinking fund redemption prior to its scheduled maturity on _____ of the years listed below at a redemption price of the principal amount redeemed plus accrued interest to the redemption date in accordance with the following schedule:

<u>Payable</u> _____,	<u>Principal Amount</u>
-----------------------	-------------------------

***Final maturity.**

Redemption Provisions

If the Municipality directs the Bank to redeem the Bank Bonds pursuant to the Indenture, the Bank agrees to accept redemption and redeem the Bank Bonds in the following instances:

Optional Redemption. The Bank Bonds (or any portions thereof in integral multiples of \$5,000) maturing after _____, are subject to optional redemption, prior to their stated dates of maturity, in whole or in part, in principal amounts and maturities selected by the Bank on any date on or after _____, upon payment of the redemption price equal to 100% of the principal amount of Bonds to be redeemed, plus accrued interest to the Redemption Date (as defined in the Indenture).

Notice of Redemption. Notice of the call for any redemption, identifying the Bank Bonds to be redeemed, shall be given by the Trustee by mailing a copy of the redemption notice by registered or certified mail at least 30 days but not more than 45 days prior to the date fixed for redemption to the Underwriter and to the registered owner of each Bank Bond to be redeemed at the address shown on the Bond Register. Failure to give such notice by mailing to any Bondholder or any defect in such notice, shall not affect the validity of any proceeding for the redemption of any other Bonds.

Redemption Payments. Prior to the date fixed for redemption, there must be on deposit with the Trustee sufficient funds to pay the Redemption Price (as defined in the Indenture) of the Bank Bonds called, together with accrued interest on the Bank Bonds to the Redemption Date. After the Redemption Date, if proper notice of redemption by mailing has been given and sufficient funds have been deposited with the Trustee, interest will cease to accrue on the Bank Bonds that have been called for redemption.

Exhibit B

Deemed Final Certificate

Rule 15c2-12 Certificate of the Bank and the Municipality

The undersigned hereby certify to Raymond James & Associates, Inc., Memphis, Tennessee (the “Underwriter”), that they are authorized to execute and deliver this Certificate and further certify on behalf of the Mississippi Development Bank (the “Bank”) and City of Horn Lake, Mississippi (the “Municipality”):

This Certificate is delivered to enable the Underwriter to comply with Securities and Exchange Commission Rule 15c2-12, as amended, under the Securities Exchange Act of 1934 (the “Rule”) in connection with the offering and sale of the Bank’s \$_____ Special Obligation Bonds, Series 2023 (City of Horn Lake, Mississippi, General Obligation Public Improvement Project) (the “Bank Bonds”).

In connection with the offering and sale of the Bank Bonds, there has been prepared a Preliminary Official Statement, dated _____, 2023, setting forth information concerning the Bank Bonds, the Bank, the Municipality, and certain other matters (the “Preliminary Official Statement”).

As used herein, “Permitted Omissions” shall mean the offering price(s), interest rate(s), selling compensation, aggregate principal amount, principal amount per maturity, delivery date, ratings (if any), and other terms of the Bank Bonds depending on such matters.

The information contained in the Preliminary Official Statement is final within the meaning of the Rule as of its date except for the Permitted Omissions.

To the best of the knowledge of the Bank and the Municipality, the information contained in the Preliminary Official Statement pertaining to the Bank and the Municipality does not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made in the Preliminary Official Statement, in the light of the circumstances under which they were made, not misleading.

If, at any time before the earlier of (1) receipt of notice from the Underwriter that the Final Official Statement (as defined in the Rule) with respect to the Bank Bonds is no longer required to be delivered under the Rule or (2) 90 days after the underwriting period of the Bank Bonds by the Underwriter, any event occurs as a result of which the information contained in the Final Official Statement would no longer be true and correct or would no longer be the most recently available information, the Bank or the Municipality shall promptly notify the Underwriter of such event or shall update such information so that it is the most recent available and provide such updated information to the Underwriter.

IN WITNESS WHEREOF, we have hereunto set our hands to be effective this day,

_____, 2023.

Mississippi Development Bank

By: _____

Larry Mobley

Executive Director

IN WITNESS WHEREOF, we have hereunto set our hands to be effective this day,

_____, 2023.

City of Horn Lake, Mississippi

By: _____

Mayor

Exhibit C

PRELIMINARY OFFICIAL STATEMENT DATED _____ 2023

NEW ISSUE-BOOK-ENTRY ONLY

INSURED RATING: _____ (_____)
(See "BOND INSURANCE" herein)

In the opinion of Bond Counsel, under existing laws, regulations, rulings, and judicial decisions, interest on the Bonds is excludable from gross income for federal income tax purposes pursuant to Section 103 of the Code. Bond Counsel is further of the opinion that under existing law, interest on the Bonds earned by the respective owners thereof is exempt from State of Mississippi income taxes. For a more complete description, see "TAX EXEMPTION".

\$ _____*
MISSISSIPPI DEVELOPMENT BANK
SPECIAL OBLIGATION BOND, SERIES 2023
(CITY OF HORN LAKE, MISSISSIPPI, GENERAL OBLIGATION PUBLIC IMPROVEMENT PROJECT)

Dated: Date of Delivery

DUE: _____, as shown on inside cover

The Bonds will be dated the date of delivery, and will bear interest from that date to their respective maturities in the amounts and at the rates set forth below. The Bonds are issuable only as fully registered bonds and, when issued, will be registered in the name of CEDE & CO., as nominee for The Depository Trust Company, New York, New York ("DTC"). Purchases of beneficial interests in the Bonds will be made in book-entry-only form, in the denomination of \$5,000 or any integral multiple thereof. Purchasers of beneficial interests in the Bonds will not receive physical delivery of certificates representing their interests in the Bonds. Interest on the Bonds is payable on _____ 1 and _____ 1 of each year, commencing _____, 20___. So long as DTC or its nominee is the Registered Owner of the Bonds, interest, together with the principal of and redemption premium, if any, on the Bonds will be paid directly to DTC by _____, _____, _____, Trustee under the Indenture, all as defined and more fully described herein under the caption, "DESCRIPTION OF THE BONDS – Book-Entry-Only System."

The Bonds are issued by the Mississippi Development Bank (the "Bank") for the principal purpose of providing funds (a) to finance the costs of the Authorized Purpose and (b) to pay the costs of the authorization, issuance, sale, validation, and delivery of the Bonds and the Qualified Obligation (together, the "Project"), all as more fully described in this Official Statement.

The Bonds are subject to redemption as more fully described in this Official Statement under the caption "DESCRIPTION OF THE BONDS – Redemption".

THE BONDS ARE LIMITED AND SPECIAL OBLIGATIONS PAYABLE SOLELY OUT OF THE REVENUES AND FUNDS OF THE BANK PLEDGED THEREFOR UNDER THE INDENTURE, INCLUDING THE QUALIFIED OBLIGATION AND PAYMENTS DERIVED THEREFROM, AS MORE FULLY DESCRIBED HEREIN. THE BONDS DO NOT CONSTITUTE A DEBT, LIABILITY, OR LOAN OF THE CREDIT OF THE BANK, THE STATE OF MISSISSIPPI, OR ANY POLITICAL SUBDIVISION THEREOF UNDER THE CONSTITUTION AND LAWS OF THE STATE OF MISSISSIPPI, OTHER THAN THE MUNICIPALITY, OR A PLEDGE OF THE FAITH, CREDIT, AND TAXING POWER OF THE STATE OF MISSISSIPPI OR ANY POLITICAL SUBDIVISION THEREOF, OTHER THAN THE MUNICIPALITY. THE QUALIFIED OBLIGATION IS SECURED BY THE FULL FAITH, CREDIT, AND TAXING POWER OF THE MUNICIPALITY AND FURTHER SECURED BY THE INTERCEPT AGREEMENT. THE BANK HAS NO TAXING POWER. THE SOURCES OF PAYMENT OF, AND SECURITY FOR, THE BONDS ARE MORE FULLY DESCRIBED HEREIN.

The scheduled payment of principal of and interest on the Bonds when due will be guaranteed under a municipal bond insurance policy to be issued concurrently with the delivery of the Bonds by _____.

The Bonds are offered subject to the final approval of the legality thereof by Watkins & Eager PLLC, Jackson, Mississippi, Bond Counsel. Certain legal matters will be passed upon for the Bank by Balch & Bingham LLP, Jackson, Mississippi, its counsel, and for the Municipality by Hunt Ross & Allen, P.A., Southaven, Mississippi. Government Consultants, Inc., Madison, Mississippi, serves as the Municipal Advisor to the Municipality in connection with the issuance and sale of the Bonds. The Bonds are expected to be available in definitive form for delivery on or about _____, 2023.*

THIS COVER PAGE CONTAINS CERTAIN INFORMATION FOR QUICK REFERENCE ONLY. IT IS NOT A SUMMARY OF THIS ISSUE. PROSPECTIVE INVESTORS MUST READ THE ENTIRE OFFICIAL STATEMENT TO OBTAIN INFORMATION ESSENTIAL TO THE MAKING OF AN INFORMED INVESTMENT DECISION.

Official Statement dated _____, 2023.

*Preliminary, subject to change.

This Preliminary Official Statement and certain of the information contained herein is in a form deemed final for purposes of Rule 15c2-12 under the Securities Exchange Act of 1934, as amended (except for the omission of certain information permitted to be omitted under Rule 15c2-12(b)(1)). This Preliminary Official Statement and the information contained herein are subject to completion or amendment. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or a solicitation of an offer to buy, nor shall there be any sale of these securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction.

MATURITY SCHEDULE

Serial Bonds*

Maturity Date, _____1,	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Yield</u>	<u>Price</u>	<u>CUSIP</u>¹
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*Preliminary, subject to change.

¹ CUSIP is a registered trademark of the American Bankers Association. CUSIP data herein is provided by Standard and Poor's CUSIP Service Bureau. A Division of McGraw-Hill Companies, Inc. This data is not intended to create a database and does not serve in any way as a substitute for the CUSIP Services.

Term Bonds*

<u>Maturing Date,</u> <u>_____1,</u>	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate</u>	<u>Yield</u>	<u>Price</u>	<u>CUSIP</u> ¹
---	---	--	---------------------	---------------------	----------------------------------

*The Bond maturing on _____, 20__, is a term bond subject to mandatory sinking fund redemption prior to its scheduled maturity on _____ of the years listed below at a redemption price of the principal amount redeemed plus accrued interest to the redemption date in accordance with the following schedule:

<u>Payable</u> _____ <u>1,</u>	<u>Principal Amount</u>
--	--------------------------------

*

*Final maturity.

*Preliminary, subject to change.

¹CUSIP is a registered trademark of the American Bankers Association. CUSIP data herein is provided by Standard and Poor's CUSIP Service Bureau. A Division of McGraw-Hill Companies, Inc. This data is not intended to create a database and does not serve in any way as a substitute for the CUSIP Services.

THIS OFFICIAL STATEMENT DOES NOT CONSTITUTE AN OFFERING OF ANY SECURITY OTHER THAN THE ORIGINAL OFFERING OF THE BONDS IDENTIFIED ON THE COVER HEREOF. NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR TO MAKE ANY REPRESENTATION OTHER THAN THAT CONTAINED IN THIS OFFICIAL STATEMENT, AND IF GIVEN OR MADE SUCH OTHER INFORMATION OR REPRESENTATION MUST NOT BE RELIED UPON AS HAVING BEEN AUTHORIZED. THIS OFFICIAL STATEMENT DOES NOT CONSTITUTE AN OFFER TO SELL OR THE SOLICITATION OF AN OFFER TO BUY, AND THERE SHALL NOT BE ANY SALE OF THE BONDS BY ANY PERSON, IN ANY JURISDICTION IN WHICH IT IS UNLAWFUL TO MAKE SUCH OFFER, SOLICITATION, OR SALE. THE INFORMATION AND EXPRESSION OF OPINIONS HEREIN ARE SUBJECT TO CHANGE WITHOUT NOTICE AND NEITHER THE DELIVERY OF THIS OFFICIAL STATEMENT NOR THE SALE OF ANY OF THE BONDS SHALL, UNDER ANY CIRCUMSTANCES, CREATE ANY IMPLICATION THAT THE INFORMATION HEREIN IS CORRECT AS OF ANY TIME SUBSEQUENT TO THE DATE HEREOF.

INFORMATION HEREIN HAS BEEN OBTAINED FROM THE BANK, THE MUNICIPALITY, AND OTHER SOURCES BELIEVED TO BE RELIABLE, BUT THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION IS NOT GUARANTEED BY THE UNDERWRITER.

UPON ISSUANCE, THE BONDS WILL NOT BE REGISTERED BY THE BANK UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR ANY STATE SECURITIES LAW, AND WILL NOT BE LISTED ON ANY STOCK OR OTHER SECURITIES EXCHANGE. NEITHER THE SECURITIES AND EXCHANGE COMMISSION NOR ANY OTHER FEDERAL, STATE, OR OTHER GOVERNMENTAL ENTITY OR AGENCY, OTHER THAN THE BANK (TO THE EXTENT DESCRIBED HEREIN), WILL HAVE PASSED UPON THE ACCURACY OR ADEQUACY OF THIS OFFICIAL STATEMENT OR APPROVED THE BONDS FOR SALE.

THIS OFFICIAL STATEMENT IS NOT TO BE CONSTRUED AS A CONTRACT OR AGREEMENT BETWEEN THE BANK AND THE PURCHASERS OR HOLDERS OF THE BONDS. ALL ESTIMATES AND ASSUMPTIONS CONTAINED HEREIN ARE BELIEVED TO BE REASONABLE, BUT NO REPRESENTATION IS MADE THAT SUCH ESTIMATES OR ASSUMPTIONS ARE CORRECT OR WILL BE REALIZED.

IN CONNECTION WITH THIS OFFERING, THE UNDERWRITER MAY OVER-ALLOT OR EFFECT TRANSACTIONS THAT STABILIZE OR MAINTAIN THE MARKET PRICE OF THE BONDS AT A LEVEL ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME.

THE UNDERWRITER HAS PROVIDED THE FOLLOWING SENTENCE FOR INCLUSION IN THIS OFFICIAL STATEMENT: THE UNDERWRITER HAS REVIEWED THE INFORMATION IN THIS OFFICIAL STATEMENT IN ACCORDANCE WITH, AND AS A PART OF, ITS RESPONSIBILITIES TO INVESTORS

UNDER THE FEDERAL SECURITIES LAWS AS APPLIED TO THE FACTS AND CIRCUMSTANCES OF THIS TRANSACTION, BUT THE UNDERWRITER DOES NOT GUARANTEE THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION.

_____ MAKES NO REPRESENTATION REGARDING THE BONDS OR THE ADVISABILITY OF INVESTING IN THE BONDS. IN ADDITION, _____ HAS NOT INDEPENDENTLY VERIFIED, MAKES NO REPRESENTATION REGARDING, AND DOES NOT ACCEPT ANY RESPONSIBILITY FOR THE ACCURACY OR COMPLETENESS OF THIS OFFICIAL STATEMENT OR ANY INFORMATION OR DISCLOSURE CONTAINED HEREIN, OR OMITTED HEREFROM, OTHER THAN WITH RESPECT TO THE ACCURACY OF THE INFORMATION REGARDING _____, SUPPLIED BY _____, AND PRESENTED UNDER THE HEADING “BOND INSURANCE” AND APPENDIX F – SPECIMEN MUNICIPAL BOND INSURANCE POLICY.

TABLE OF CONTENTS

INTRODUCTION	96
The Bank	96
Sources of Payment and Security for the Bonds	96
Purpose of the Bonds	98
Authority for Issuance.....	98
Description of the Bonds.....	98
Tax Exemption.....	99
Risks to the Owners of the Bonds	100
Other Information.....	100
Format of Official Statement	100
SECURITY AND SOURCES OF PAYMENT FOR THE BONDS	101
General	101
The Qualified Obligation	101
Provisions for Payment of the Qualified Obligation Payments	101
Intercept Agreement.....	102
RISKS TO THE OWNERS OF THE BONDS	103
General	103
Qualified Obligation Payments	103
Tax Covenants.....	104
Remedies	104
Certain Bankruptcy Risks	105
DESCRIPTION OF THE BONDS	106
General Description	106

Book-Entry-Only System.....	107
Redemption	110
APPLICATION OF THE PROCEEDS OF THE BONDS.....	111
Sources of Funds.....	112
Uses of Funds.....	112
THE MISSISSIPPI DEVELOPMENT BANK.....	112
General.....	112
Organization and Membership of the Bank.....	112
Prior Bonds of Bank.....	113
REVENUES, FUNDS AND ACCOUNTS.....	114
Creation of Funds and Accounts.....	114
Revenues and Other Receipts.....	114
OPERATION OF FUNDS AND ACCOUNTS.....	114
General Fund.....	114
Rebate Fund	115
Amounts Remaining in Funds.....	116
Investment of Funds.....	116
THE INDENTURE	117
Provisions for Issuance of Refunding Bonds.....	117
Mutilated, Lost, Stolen, or Destroyed Bonds.....	118
Registration, Transfer, and Exchange of Bonds; Persons Treated as Owners.....	118
Non-Presentment of Bonds	119
Limitations on Obligations of Bank.....	119
Other Obligations Payable from Revenues.....	120
Payments of Principal and Interest.....	121

Performance of Covenants by the Bank.....	121
Discharge of Indenture.....	121
Defaults; Events of Default.....	123
Remedies: Rights of Bondholders.....	124
Rights of Bondholders to Direct Proceedings.....	125
Application of Monies.....	126
Remedies Vested in the Trustee.....	127
Rights and Remedies of Bondholders.....	127
Waivers of Events of Default.....	128
Supplemental Indentures not Requiring Consent of Bondholders.....	129
Supplemental Indentures Requiring Consent of Bondholders.....	129
THE QUALIFIED OBLIGATION.....	130
General.....	130
Application of Qualified Obligation Proceeds.....	131
Payments Under the Qualified Obligation.....	131
Additional Charges.....	131
Municipality’s Obligations Unconditional.....	132
Assignment of Bank’s Rights.....	132
Covenants in Bond Documents.....	133
Conduct of Governmental Operations.....	133
Payment of Indebtedness.....	133
Covenant for the Benefit of the Trustee and the Bondholders.....	133
Tax Covenants.....	134
Prepayment of the Qualified Obligation and Termination of the Qualified Obligation	134

Direction of Investments	135
Events of Default.....	135
Remedies	136
THE BONDS AS LEGAL INVESTMENTS	137
LITIGATION.....	137
TAX TREATMENT OF ORIGINAL ISSUE DISCOUNT.....	138
TAX TREATMENT OF ORIGINAL ISSUE PREMIUM	138
TAX MATTERS.....	138
LEGAL MATTERS.....	140
MUNICIPAL ADVISOR.....	141
VALIDATION.....	141
BOND INSURANCE	142
MISCELLANEOUS	142

APPENDIX A – ECONOMIC AND DEMOGRAPHIC INFORMATION CONCERNING THE MUNICIPALITY

APPENDIX B – FINANCIAL INFORMATION OF THE MUNICIPALITY, INCLUDING AUDITED FINANCIAL STATEMENTS FOR THE FISCAL YEAR ENDED _____, 20__; THE BUDGET FOR THE FISCAL YEAR ENDED _____, 20__; THE BUDGET FOR THE FISCAL YEAR ENDED _____, 20__; THE BUDGET FOR THE FISCAL YEAR ENDING _____, 20__

APPENDIX C – FORM OF OPINION OF BOND COUNSEL

APPENDIX D – SUMMARY OF DEFINITIONS IN THE INDENTURE

APPENDIX E – FORM OF CONTINUING DISCLOSURE AGREEMENT

APPENDIX F – SPECIMEN MUNICIPAL BOND INSURANCE POLICY

OFFICIAL STATEMENT

\$ _____ *

MISSISSIPPI DEVELOPMENT BANK SPECIAL OBLIGATION BOND, SERIES 2023 (CITY OF HORN LAKE, MISSISSIPPI, GENERAL OBLIGATION PUBLIC IMPROVEMENT PROJECT)

INTRODUCTION

The purpose of this Official Statement, including its appendices, is to set forth certain information concerning the issuance and sale by the Mississippi Development Bank (the “Bank”) of its Mississippi Development Bank SPECIAL OBLIGATION BOND, Series 2023 (City of Horn Lake, Mississippi, General Obligation Public Improvement Project), dated and issued _____, 2023, issued in the aggregate principal amount of \$ _____ *, out of the maximum authorized amount of \$9,000,000 (the “Bonds”).

This introduction is not a summary of this Official Statement. It is only a brief description of and guide to, and is qualified by, more complete and detailed information contained in the entire Official Statement, including the cover page and all appendices hereto, and the documents summarized or described herein. A full review should be made of the entire Official Statement and such documents. The offering of the Bonds to potential investors is made only by means of the entire Official Statement.

The Bank

The Bank was established in 1986 as a separate body corporate and politic of the State of Mississippi (the “State”) for the public purposes set forth under the provisions of Sections 31-25-1 et seq., Mississippi Code of 1972, as amended (the “Bank Act”). The Bank is not an agency of the State, is separate from the State in its corporate and sovereign capacity, and has no taxing power. The Bank is governed by a Board of Directors composed of 9 members.

Pursuant to the Bank Act, the purpose of the Bank is to assist “local governmental units”, as defined in the Bank Act to be (i) any Municipality, municipality, utility district, regional solid waste authority, Municipality cooperative service district, or political subdivision of the State, (ii) the State or any agency thereof, (iii) the institutions of higher learning of the State, (iv) any education building corporation established for institutions of higher learning of the State, or (v) any other governmental unit created under the laws of the State, such as the Municipality, through programs of purchasing the bonds, notes, or other evidences of indebtedness of such “local governmental units” under agreements between such “local governmental units” and the Bank. The Municipality, described in **Appendix A**, is such a “local governmental unit”.

Sources of Payment and Security for the Bonds

The Bonds will be issued by and under and secured by an Indenture of Trust dated the date of delivery of the Bonds (the “Indenture”), by and between the Bank and _____, _____, _____, as Trustee (the “Trustee”). The principal of, redemption premium, if any, and interest

on any and all of the Bonds, together with any additional bonds or refunding bonds (the “Refunding Bonds”) that may be authorized and issued by the Bank under the Indenture on a parity with the Bonds (collectively, the “Bonds”), are payable from those revenues and funds of the Bank which, together with the Municipality’s General Obligation Public Improvement Bond, Series 2023 (City of Horn Lake, Mississippi, General Obligation Public Improvement Project), dated and issued _____, 2023, issued in the aggregate principal amount of \$ _____*, out of the maximum authorized amount of \$9,000,000 (the “Qualified Obligation”), as more particularly described herein, are pledged pursuant to the Indenture for the benefit of the owners of the Bonds without priority.

The Bonds are limited and special obligations of the Bank and are payable solely out of the Trust Estate pledged therefor under the Indenture, including the Qualified Obligation and payments derived therefrom, as more fully described herein. The Bonds do not constitute a debt, liability, or loan of the credit of the Bank, the State, or any political subdivision thereof under the constitution and laws of the State, other than the Municipality, or a pledge of the faith, credit, taxing power or moral obligation of the Bank, the State, or any political subdivision thereof, other than the Municipality.

The Qualified Obligation securing the Bonds is a general obligation of the Municipality, secured by the full faith, credit, and taxing power of the Municipality.

The Bonds are secured by the pledge of the Trust Estate established under the Indenture (the “Trust Estate”), defined to be (i) all cash and securities in the funds and accounts established by the Indenture (except the Rebate Fund, as described herein) (the “Funds” and “Accounts”) and the investment earnings thereon and all proceeds thereof, (ii) the Qualified Obligation and payments due thereunder, the earnings thereon, and the proceeds thereof, and (iii) all other funds, accounts, and monies hereinafter pledged to the Trustee as security for the Bonds by the Bank. All Bonds will be secured equally and ratably by all of the foregoing. The sources of payment for the Bonds are further described under the caption “SECURITY AND SOURCES OF PAYMENT FOR THE BONDS.”

The Qualified Obligation is being issued pursuant to Sections 19-9-1 et seq., Mississippi Code of 1972, as amended (the “Municipality Improvements Act”), and the Bank Act (together, the “Act”). The Qualified Obligation is scheduled to be purchased by the Bank with the proceeds of the Bonds. The sources of payment for the Qualified Obligation are further described under the caption “SECURITY AND SOURCES OF PAYMENT FOR THE BONDS”.

The Bonds are being issued pursuant to the Bank’s Intercept Program (the “Program”) authorized by resolution of the Bank, as may be amended from time to time, pursuant to which, among other things, “local governmental units” in the State may enter into a loan with the Bank pursuant to the Bank Act and through an intercept agreement pledge as additional security for the payment of bonds issued pursuant to the Program any Monies (as defined herein) to pay debt service on such bonds.

As additional security for the Qualified Obligation, the Municipality and the Bank have entered into and the Trustee has accepted the Intercept Agreement dated _____, 2023 (the “Intercept Agreement”) whereby the Municipality has covenanted, agreed, and authorized the Mississippi Department of Revenue, or other state agency, department, or commission created under

the laws of the State (the “State Agencies”), to (1) withhold all or any part of any funds which the Municipality is entitled to receive from time to time pursuant to any law and which is in possession of the State Agencies (the “Monies”) and (2) pay same over to the Trustee to satisfy any delinquent payment (the “Delinquent Payment”) of the principal of, or interest on, the Qualified Obligation.

If 35 days prior to an Interest Payment Date (or, if such date is not a Business Day, the next succeeding Business Day), there will not be sufficient amounts to make the upcoming interest and/or principal payments on the Qualified Obligation, the Bank hereby authorizes and directs the Trustee under the provisions of the Intercept Agreement to file the Intercept Agreement and a statement of deficiency setting forth the amount of any Delinquent Payment with the Executive Director of the Mississippi Department of Revenue and request that the Mississippi Department of Revenue immediately withhold or intercept a sufficient portion of Monies to the Municipality and remit payment directly to the Trustee on behalf of the Bank to satisfy any Delinquent Payment, all as permitted under the Bank Act. In any event, if the Municipality fails to make timely payments on the upcoming interest and/or principal payments on the Qualified Obligation, the Trustee is hereby further directed to file the Intercept Agreement with the Mississippi Department of Revenue and take further action to recover Monies under the Indenture.

Purpose of the Bonds

The Bonds are issued by the Bank for the principal purpose of (i) erecting municipal buildings, auditoriums, community centers, gymnasiums, and athletic stadiums, preparing and equipping athletic fields, and purchasing buildings or land therefor, and for repairing, improving, adorning, and equipping the same; erecting or purchasing waterworks, gas, electric, and other public utility plants or distribution systems or franchises, and repairing, improving, and extending the same; establishing sanitary, storm, drainage, or sewerage systems, and repairing, improving, and extending the same; protecting the Municipality, its streets, and sidewalks from overflow, caving banks, and other like dangers; constructing, improving, or paving streets, sidewalks, driveways, parkways, walkways, or public parking facilities, and purchasing land therefor; purchasing land for parks and public playgrounds, and improving, equipping, and adorning the same, including the constructing, repairing, and equipping of swimming pools and other recreational facilities; constructing bridges and culverts; altering or changing the channels of streams and water courses to control, deflect, or guide the current thereof; purchasing fire-fighting equipment and apparatus, and providing housing for same, and purchasing land therefor; purchasing machinery and equipment which have an expected useful life in excess of 10 years, but specifically not including any motor vehicles weighing less than 12,000 pounds (the “Authorized Purposes”); (ii) funding a capitalized interest account, if necessary; and, (iii) paying the costs of the authorization, issuance, sale, validation, and delivery of the debt obligations (together, the “Project”).

Authority for Issuance

The Bonds are issued pursuant to the provisions of the Act, the Indenture, and the Municipality Bond Resolution.

Description of the Bonds

Redemption. The Bonds are subject to redemption as set forth hereinafter.

Denominations. The Bonds will be issued in denominations of \$5,000 or any integral multiple thereof.

Registration, Transfers, and Exchanges. The Bonds will be issued only as fully registered bonds and, when issued, will be registered in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York (“DTC”). Purchases of beneficial interests in the Bonds will be made in book-entry-only form. Purchasers of beneficial interests in the Bonds will not receive physical delivery of certificates representing their respective interests in the Bonds.

Payments. Interest on the Bonds is payable on _____ 1 and _____ 1 of each year, and, so long as DTC or its nominee is the Registered Owner of the Bonds, such interest, together with the principal of and redemption premium, if any, on the Bonds will be paid directly to DTC by the Trustee pursuant to the Indenture. The final disbursement of such payments to the Beneficial Owners of the Bonds will be the responsibility of the DTC Participants and the Indirect Participants, all as more fully defined and described herein under the caption “DESCRIPTION OF THE BONDS – Book-Entry-Only System.”

Tax Exemption

In the opinion of Watkins & Eager PLLC, Jackson, Mississippi (the “Bond Counsel”), under existing laws, regulations, rulings, and judicial decisions, as presently interpreted and construed, interest on the Bonds is excludable from gross income for federal tax purposes, with such excludability conditioned upon continuing compliance with certain tax covenants of the Bank and the Municipality, and under existing laws, regulations, rulings, and judicial decisions, interest on the Bonds are exempt from income taxation in the State.

Pursuant to Section 55 of the Code, an alternative minimum tax is imposed if a taxpayer’s regular income tax for a year is less than such taxpayer’s “tentative minimum tax” for such year. “Tentative minimum tax” is computed on the basis of “alternative minimum taxable income.” “Alternative minimum taxable income” is taxable income determined with certain adjustments and increased by certain items of tax preference.

Among the adjustments applicable in determining “alternative minimum taxable income” for corporations (other than S corporations, regulated investment companies, real estate investment trusts and real estate mortgage investment conduits, as such terms are defined in the Code) is 75% of the amount by which “adjusted current earnings” exceeds the “alternative minimum taxable income” (determined without regard to the adjustments based on “adjusted current earnings” and the alternative net operating loss deduction described in Section 56 of the Code). Interest on the Bonds will be included in computing “adjusted current earnings.”

Among the items of tax preference for all taxpayers is interest on any “specified private activity bond,” reduced by any deduction (not allowable in computing the regular tax) which would have been allowable if such were included in gross income. In the opinion of Bond Counsel, the Bonds will not be “specified private activity bonds,” and accordingly interest thereon will not be treated as a specific item of tax preference for purposes of computing alternative minimum taxable income.

Notwithstanding Bond Counsel’s opinion that interest on the Bonds is not a specific preference item for purposes of the federal alternative minimum tax, for taxable years beginning before January 1, 2018, such interest will be included in adjusted current earnings of certain corporations, and such corporations are required to include in the calculation of federal alternative minimum taxable income 75% of the excess of such corporations’ adjusted current earnings over their federal alternative minimum taxable income (determined without regard to such adjustment

and prior to reduction for certain net operating losses). No federal alternative minimum tax applies to corporations for taxable years beginning after December 31, 2017.

For a more complete description of such opinions and certain other tax consequences incident to the ownership of the Bonds, see the captions “TAX MATTERS” in this Official Statement. See **Appendix C** for the proposed form of the final approving opinion of Bond Counsel.

Risks to the Owners of the Bonds

There are certain risks involved in the ownership of the Bonds which should be considered by prospective purchasers. The ability of the Bank to pay principal of, premium, if any, and interest on the Bonds depends primarily upon the receipt by the Bank of payments on the Qualified Obligation (the “Qualified Obligation Payments”) from the Municipality, which is obligated to make such payments to the Bank, together with investment earnings on certain amounts in the Funds and Accounts. See “SECURITY AND SOURCES OF PAYMENT OF THE BONDS” in this Official Statement. Failure of the Bank and/or the Municipality to comply with certain tax covenants may also adversely affect the tax-exempt status of the interest on the Bonds. See “RISKS TO THE OWNERS OF THE BONDS” in this Official Statement.

Other Information

This Official Statement speaks only as of its date, and certain information contained herein is subject to change.

Copies of other documents and information are available, upon request, and upon payment to the Bank of a charge for copying, mailing, and handling, from Larry W. Mobley, Executive Director, Mississippi Development Bank, 735 Riverside Drive, Suite 300, Jackson, Mississippi, 39202, Telephone (601) 355-6232.

No dealer, broker, salesman, or other person has been authorized to give any information or to make any representations other than those contained in this Official Statement, and, if given or made, such other information or representations must not be relied upon. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy, and there shall not be any sale of the Bonds by any person in any jurisdiction in which it is unlawful for such person to make such offer, solicitation or sale. The information set forth herein has been obtained from the Bank and other sources which are believed to be reliable, but it is not guaranteed as to accuracy or completeness. The information and expressions of opinion herein are subject to change without notice, and neither the delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the Bank or the Municipality since the date hereof.

THE BONDS HAVE NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION UNDER THE SECURITIES ACT OF 1933, AS AMENDED.

Format of Official Statement

There follows in this Official Statement a description of the Bank, the security and sources of payment for the Bonds, and summaries of certain provisions of the Bonds, the Indenture, the Qualified Obligation, and certain provisions of the Act. All discussions of the Act and the Indenture are qualified in their entirety by reference to the Act and the Indenture, copies of which are available

from the Bank, and all discussions of the Bonds are qualified in their entirety by reference to their definitive form and the information with respect to the Bonds contained in the Indenture.

Certain economic and demographic information relating to the Municipality is set forth in Appendix A, certain financial information relating to the Municipality is set forth in Appendix B, the proposed form of the final approving opinion of Bond Counsel with respect to the Bonds is set forth in **Appendix C**, certain definitions of certain terms used in this Official Statement and summaries of certain provisions of the Indenture are set forth in **Appendix D**, the form of the continuing disclosure agreement of the Bank is set forth in **Appendix E**, and the specimen of the Policy is set forth in **Appendix F**. Each of the appendices to this Official Statement is an integral part of this Official Statement and should be read in its entirety by any and all owners or prospective owners of the Bonds.

SECURITY AND SOURCES OF PAYMENT FOR THE BONDS

General

The Bonds are payable only out of the Trust Estate. The Indenture creates a continuing pledge of and lien upon the Trust Estate to secure the full and final payment of the principal of, premium, if any, and interest on all of the Bonds. The Bonds do not constitute a debt, liability, or loan of the credit of the State or any political subdivision thereof, other than the Municipality, under the constitution of the State or a pledge of the full faith and credit and taxing power or moral obligation of the State or any political subdivision thereof, other than the Municipality; provided, however, that the Qualified Obligation is secured by the full faith, credit and taxing power of the Municipality. The Bank has no taxing power. The sources of payment of, and security for, the Bonds are more fully described below.

Under the Indenture, the Bonds are secured by the assignment to the Trustee of the Qualified Obligation and all Qualified Obligation Payments, as described herein. In addition, the Indenture pledges to the payment of the Bonds all proceeds of the Trust Estate, including without limitation all cash and securities held in the Funds and Accounts created by the Indenture, except for the Rebate Fund, together with investment earnings thereon and proceeds thereof (except to the extent transferred to the Rebate Fund or from such Funds and Accounts under the Indenture), and all other funds, accounts, and monies to be pledged by the Bank to the Trustee as security under the Indenture, to the extent of any such pledge.

The Qualified Obligation

From the proceeds of the Bonds, the Bank intends to purchase and, upon purchase, will pledge to the Trustee the Qualified Obligation of the Municipality.

Provisions for Payment of the Qualified Obligation Payments

The Qualified Obligation will be a general obligation of the Municipality. The Municipality Bond Resolution provides that the Municipality is unconditionally obligated to make payments secured by the full faith and credit of the Municipality in an aggregate amount sufficient, with any other funds available therefor, for the payment in full of the principal of, premium, if any, and interest on all Bonds issued and Outstanding under the Indenture, to the date of payment thereof, and certain costs, expenses, and charges of the Bank and the Trustee.

In the Municipality Bond Resolution, the Municipality covenanted to levy a direct and continuing special tax upon all of the taxable property within the geographical limits of the Municipality, adequate and sufficient, after allowance shall have been made for the expenses of collection and delinquencies in the payment of taxes, to produce sums required for the payment of the principal of, premium, if any, and the interest on the Qualified Obligation and any additional obligations of the Municipality under the Municipality Bond Resolution. Said tax shall be extended upon the tax rolls and collected in the same manner and at the same time as other taxes of the Municipality are collected, and the rate of tax which shall be so extended shall be sufficient in each year fully to produce the sums required as aforesaid, without limitation as to time, rate, or amount. The avails of said tax are irrevocably pledged in the Municipality Bond Resolution for the payment of the principal of, premium, if any, and interest on the Qualified Obligation and any additional obligations of the Municipality as the same shall respectively mature and accrue.

The Qualified Obligation will never, within the meaning of any constitutional or statutory limitation, be a debt, liability, or obligation of the State or any political subdivision of the State other than the Municipality, and neither the full faith and credit nor taxing power or moral obligation of the State or any political subdivision thereof, other than the Municipality, is pledged to the payment of the principal of, premium, if any, and interest on the Qualified Obligation. The Qualified Obligation is secured by the full faith and credit and taxing power of the Municipality, and further secured by the Intercept Agreement. The Qualified Obligation initially issued under the Municipality Bond Resolution shall be issued for the purposes of providing funds to finance the costs of the Project.

Intercept Agreement

As provided for in the Bank Act, the Municipality and the Bank have entered into and the Trustee has accepted the Intercept Agreement, whereby the Municipality has covenanted, agreed, and authorized the State Agencies to (1) withhold all or any part of the Monies, and (2) pay same over to the Trustee (as assignee of the Bank) to satisfy any Delinquent Payment under the Qualified Obligation Purchase Agreement.

If 35 days prior to an Interest Payment Date (or, if such date is not a Business Day, the next succeeding Business Day), there will not be sufficient amounts to make the upcoming interest and/or principal payments on the Qualified Obligation, the Bank hereby authorizes and directs the Trustee under the provisions of the Intercept Agreement to file the Intercept Agreement and a statement of deficiency setting forth the amount of any Delinquent Payment with the Executive Director of the Mississippi Department of Revenue and request that the Mississippi Department of Revenue immediately withhold or intercept a sufficient portion of the Monies to the Municipality and remit payment directly to the Trustee on behalf of the Bank to satisfy any Delinquent Payment, all as permitted under the Bank Act. In any event, if the Municipality fails to make timely payments on the upcoming interest and/or principal payments on the Qualified Obligation, the Trustee is hereby further directed to file the Intercept Agreement with the State.

RISKS TO THE OWNERS OF THE BONDS

General

The Bonds will be payable solely from the payments to be made by the Bank under the Indenture. Pursuant to the Indenture, such payments are limited to the Qualified Obligation Payments payable by the Municipality on the Qualified Obligation pursuant to the Municipality Bond Resolution. No reserve fund has been established for the payment of debt service on the Bonds or the Qualified Obligation. Purchasers of the Bonds are advised of certain risk factors with respect to the purchaser and ownership of the Bonds.

In addition, purchasers of the Bonds are advised of certain additional information in connection with the Municipality as set forth in **Appendix A** and **Appendix B**.

Qualified Obligation Payments

The ability of the Bank to pay principal of, redemption premium, if any, and interest on the Bonds depends primarily upon the receipt by the Bank of the Qualified Obligation Payments from the Municipality which is obligated under the Qualified Obligation to make such payments to the Bank, together with earnings on the amounts in the Funds and Accounts created under the Indenture sufficient to make such payments. There is no Fund or Account under the Indenture which is required to contain amounts to make up for any deficiencies in the event of one or more defaults by the Municipality in making such Qualified Obligation Payments, and there is no source from which the General Fund will be replenished except the Qualified Obligation Payments and investment income on monies in the Funds and Accounts.

The Qualified Obligation will be a general obligation of the Municipality payable as to principal, premium, if any, and interest out of and secured by an irrevocable pledge of the avails of a direct and continuing tax to be levied annually, without limitation as to rate or amount, upon the taxable property within the geographical limits of the Municipality. The Municipality will levy annually a special tax upon all taxable property within the geographical limits of the Municipality, adequate and sufficient to provide for the payment of the principal of, premium, if any, and the interest on the Qualified Obligation as the same falls due.

The qualified electors of the State voted in a general election held on November 7, 1995, to amend the Mississippi Constitution of 1890 to add the following Section 172A (the "Amendment"):

"SECTION 172A. Neither the Supreme Court nor any inferior court of this state shall have the power to instruct or order the state or any political subdivision thereof, or an official of the state or any political subdivision, to levy or increase taxes."

The Amendment does not affect the underlying obligation of the Municipality to pay the principal of and interest on the Qualified Obligation as it matures and becomes due, nor does it affect the obligation to levy a tax sufficient to accomplish that purpose. However, even though it appears that the Amendment was not intended to affect remedies of a holder of the Qualified Obligation in the event of a payment default, it potentially prevents such holder from obtaining a writ of mandamus to compel the levying of taxes to pay the principal of and interest on the Qualified Obligation in a court of the State. It is not certain whether the Amendment would affect the right of a federal court to direct the levy of a tax to satisfy a contractual obligation. Other effective

remedies are available to the holder of the Qualified Obligation in the event of a payment default with respect to the Qualified Obligation. For example, such holder can seek a writ of mandamus to compel the Municipality to use any legally available monies to pay the debt service on the Qualified Obligation, and if such writ of mandamus is issued and public officials fail to comply with such writ, then such public officials may be held in contempt of court. In addition, pursuant to Mississippi Constitution Section 175, all public officials who are guilty of willful neglect of duty may be removed from office.

Tax Covenants

The Bank has covenanted under the Indenture to use its best efforts to comply with all actions required to assure the continuing excludability of interest on the Bonds from gross income for federal income tax purposes. Failure by the Bank to comply with such covenants could cause the interest on the Bonds to be includable in gross income for federal income tax purposes retroactive to the date of issuance. Further, the Municipality has covenanted in the Municipality Bond Resolution that it will comply with certain requirements under the Code to ensure continuing excludability from gross income for federal income tax purposes of interest on the Bonds. Failure by the Municipality to comply with such requirements could cause the interest on such Bonds to be includable in gross income for federal income tax purposes retroactive to the date of issuance. See the caption “TAX MATTERS.”

Remedies

The remedies available to the Trustee, to the Bank, to the Bond Insurer, or to the owners of the Bonds upon an Event of Default under the Indenture or under the terms of the Qualified Obligation are in many respects dependent upon judicial actions which are often subject to discretion and delay. Under existing constitutional and statutory law and judicial decisions, including specifically the Bankruptcy Code of the United States (the “Bankruptcy Code”), the remedies provided in the Indenture and under the Qualified Obligation may not be readily available or may be limited.

The pledge of the full faith, credit, and taxing power for payment of the Qualified Obligation granted by the Municipality in the Municipality Bond Resolution may be limited by a number of factors, including the ability to collect levied taxes. Under current law, such a pledge and assignment as attempted to be effected by the Municipality Bond Resolution may be further limited by the following: (a) statutory liens; (b) rights arising in favor of the United States of America or any agency thereof; (c) prohibitions against assignments set forth in federal statutes; (d) constructive trusts, equitable liens, or other rights which might be impressed or conferred by any state or federal court in the exercise of equitable jurisdiction; (e) the Bankruptcy Code, affecting taxes and other revenues of the Municipality received within 90 days preceding and after any effectual institution of bankruptcy, liquidation, or reorganization proceedings by or against the Municipality; (f) rights of third parties in revenues converted to cash and not in the possession of the Trustee; and (g) sales, liens, and/or pledges made by the Municipality. If an Event of Default does occur, it is uncertain that the Trustee could successfully obtain an adequate remedy at law or in equity.

Certain Bankruptcy Risks

The remedies available to the Trustee, to the Bank, to the Bond Insurer, or to the owners of the Bonds upon an Event of Default under the Indenture or the terms of the Qualified Obligation are in many respects dependent upon judicial actions which are subject to discretion and delay.

In the event the Municipality were to become a debtor under the Bankruptcy Code, payments under the Qualified Obligation may be stayed or under certain circumstances may be subject to avoidance or disgorgement and the interest of the Trustee in such payments may not extend to payments acquired after the commencement of such a bankruptcy case or within 90 days prior thereto. The various legal opinions delivered concurrently with the delivery of the Bonds will be qualified as to the enforceability of the various legal instruments by limitations imposed by general principles of equity and by bankruptcy, reorganization, insolvency, or other similar laws affecting the rights of creditors generally. Furthermore, if a bankruptcy court concludes that the Trustee has “adequate protection,” it may enter orders affecting the security of the Trustee, including orders providing for the substitution, subordination, and sale of the security of the Trustee. In addition, a reorganization plan may be adopted even though it has not been accepted by the Trustee if the Trustee is provided with the benefit of its original lien or the “indubitable equivalent.” Thus, in the event of the bankruptcy of the Municipality, the amount realized by the Trustee may depend on the bankruptcy court’s interpretation of “indubitable equivalent” and “adequate protection” under the then existing circumstances. The bankruptcy court may also have the power to invalidate certain provisions of the Qualified Obligation, the Indenture, or related documents that make bankruptcy and related proceedings by the Municipality an Event of Default thereunder. All of these events would adversely affect the payment of debt service on the Bonds.

If an Event of Default does occur, it is uncertain that the Trustee or the Bond Insurer could successfully obtain an adequate remedy at law or in equity.

Impact of COVID-19 on the Municipality

The outbreak of COVID-19, a respiratory disease caused by a new strain of coronavirus, which was first detected in China and has since spread to other countries, including the United States, the State, and the Municipality, has been declared a pandemic by the World Health Organization.

The outbreak of the disease has affected travel, commerce, and financial markets globally and is widely expected to affect economic growth worldwide. The COVID-19 outbreak is altering the behavior of businesses and people in a manner that is having negative effects on global and local economies, including the State and the Municipality. In addition, financial markets in the United States and globally have seen significant declines and volatility attributed to concerns over COVID-19. Continued declines or volatility in the financial markets may constrain market access and credit availability to borrowers, including governmental entities such as the State and the Municipality.

On January 31, 2020, the Secretary of Health and Human Services declared COVID-19 a “public health emergency,” under Section 319 of the Public Health Service Act (42 U.S.C. 247d). On March 13, 2020, President Donald J. Trump declared the COVID-19 outbreak a “national emergency,” which, among other effects, allows the executive branch to disburse disaster relief funds to address the COVID-19 pandemic and related economic dislocation. On March 27, 2020,

the Congress of the United States passed and President Trump signed the Coronavirus Aid, Relief, and Economic Security Act (the “CARES Act”), a \$2 trillion relief package related to responding to the COVID-19 outbreak and its impacts on the economy of the United States.

On March 24, 2020, Mississippi Governor Tate Reeves issued Executive Order No. 1463 pursuant to Section 33-15-11(b)17, Mississippi Code of 1972, as amended, declaring a State of Emergency, and issued a Supplement to Executive Order No. 1463 on March 26, 2020. On April 1, 2020, the Governor issued Executive Order No. 1466 implementing a statewide shelter-in-place, with exemptions for certain essential activities. On April 17, 2020, the Governor issued Executive Order No. 1473, extended the statewide shelter-in-place until Monday, April 27, 2020. On April 23, 2020, the Governor issued Executive Order No. 1476 implementing school closures for the remainder of the current academic year. On April 24, 2020, the Governor issued Executive Order No. 1477 establishing the statewide safer-at-home order through May 11, 2020, to balance the interests of protecting public health while reopening portions of the economy of the State. On May 8, 2020, the Governor issued Executive Order No. 1480 extending the statewide safer-at-home order through May 25, 2020, and stating certain social distancing guidelines that be adhered to in order to safely reopen certain categories of businesses. On May 28, 2020, the Governor issued Executive Order 1492 to establish the “Safe Return” protocols for restarting the economy of the State. As of 11:59 p.m. on November 20, 2021, the Governor allowed all Executive Orders declaring a COVID-19 State of Emergency related to expire. The Executive Orders and Supplements to the Executive Orders are available for review at www.sos.ms.gov.

The finances of the Municipality may be materially adversely affected by the continued spread of COVID-19, which could affect ad valorem tax of the Municipality, therefore potentially impacting the ability of the Municipality to pay the principal of and interest on the Bonds. The impact of the outbreak on the operations and economy of the Municipality cannot be predicted due to the dynamic nature of the outbreak, including uncertainties relating to its duration and severity, as well as what actions may be taken by governmental authorities and other institutions to attempt to contain or mitigate its impact. The financial projections contained in this Official Statement have not been updated to reflect any potential impact of the COVID-19 outbreak.

Although the potential impact of COVID-19 on the Municipality cannot be predicted at this time, the continued spread of the outbreak could have a material adverse effect on the Municipality.

DESCRIPTION OF THE BONDS

General Description

The Bonds are issuable under the Indenture as fully registered bonds. When issued, the Bonds will be registered in the name of and held by Cede & Co., as nominee for The Depository Trust Company, New York, New York (“DTC”). Purchases of beneficial interests from DTC in the Bonds will be made in book-entry-only form (without certificates) in the denomination of \$5,000 or any integral multiple thereof (see the heading, “Book-Entry-Only System” under this caption).

The Bonds will mature in the amounts and on the dates, and bear interest at the rates per annum, set forth on the cover page of this Official Statement. Interest on the Bonds will be payable semiannually on _____ 1 and _____ 1 of each year, commencing _____, 20___. Interest will be calculated on the basis of a 360-day year consisting of twelve thirty-day months.

Each Bond will be dated the day of delivery. If any Bond is authenticated on or prior to the day of delivery, it will bear interest from such date. Each Bond authenticated after the day of delivery, will bear interest from the most recent date on which interest was payable (the “Interest Payment Date”), and has been paid on or prior to the date of authentication of such Bond, unless such Bond is authenticated after the 15th day of the calendar month preceding an Interest Payment Date (the “Record Date”) and on or prior to the next following Interest Payment Date, in which case such Bond will bear interest from such following Interest Payment Date.

So long as DTC or its nominee is the Registered Owner of the Bonds, payments of the principal of, redemption premium, if any, and interest on the Bonds will be made directly by the Trustee by wire transfer of funds to Cede & Co., as nominee for DTC. Disbursement of such payments to the participants of DTC (the “DTC Participants”) will be the sole responsibility of DTC, and the ultimate disbursement of such payments to the Beneficial Owners of the Bonds will be the responsibility of the DTC Participants and the Indirect Participants. See the heading, “Book-Entry-Only System” under this caption.

If the Bonds are no longer in a Book-Entry-Only System, the principal of the Bonds will be payable upon maturity or redemption at the office of the Trustee, and interest on the Bonds will be paid by check of the Trustee dated the due date and mailed or delivered on or before the Business Day prior to each Interest Payment Date to the Registered Owners of record as of the close of business on the most recent Record Date or, at the written election of the Registered Owner of \$1,000,000 or more in aggregate principal amount of Bonds delivered to the Trustee at least one Business Day prior to the Record Date for which such election will be effective, by wire transfer to the Registered Owner or by deposit into the account of the Registered Owner if such account is maintained by the Trustee.

Book-Entry-Only System

The Depository Trust Company (“DTC”), New York, New York, will act as securities depository for the Bonds. The Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC’s partnership nominee) or such other name as may be requested by the authorized representative of DTC. One fully-registered Bond certificate will be issued for the Bonds in the aggregate principal amount of such issue, and will be deposited with DTC.

DTC, the world’s largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a “banking organization” within the meaning of the New York Banking Law, a member of the Federal Reserve System, a “clearing corporation” within the meaning of the New York Uniform Commercial Code, and a “clearing agency” registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC’s participants (“Direct Participants”) deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions, in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants’ accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly owned subsidiary of The Depository Trust &

Clearing Corporation (“DTCC”). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U. S. and non-U. S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly (“Indirect Participants”). DTC has a Standard & Poor’s rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

Purchases of Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC’s records. The ownership interest of each actual purchaser of each Bond (“Beneficial Owner”) is in turn to be recorded on the Direct and Indirect Participants’ records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transactions, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Bonds, except in the event that use of the book-entry-only system for the Bonds is discontinued.

To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC’s partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not affect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC’s records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Bond documents. For example, Beneficial Owners of Bonds may wish to ascertain that the nominee holding the Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Bonds within an issue are being redeemed, DTC’s practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Bonds unless authorized by a Direct Participant in accordance with DTC’s MMI Procedures.

Under its usual procedures, DTC mails an Omnibus Proxy to the Bank as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Redemption proceeds, principal payments, and interest payments on the Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detailed information from the Bank or Trustee, on the payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Trustee or the Bank, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, principal payments, and interest payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the Bank, or the Trustee, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the Bonds at any time by giving reasonable notice to the Bank or the Trustee. Under such circumstances, in the event that a successor depository is not obtained, Bond certificates are required to be printed and delivered.

The Bank may decide to discontinue use of the system of book-entry transfers through DTC (or a successor securities depository). In that event, Bond certificates will be printed and delivered to DTC.

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the Bank believes to be reliable, but the Bank takes no responsibility for the accuracy thereof.

So long as Cede & Co. is the registered holder of the Bonds as nominee of DTC, references herein to the Holders, holders, or Registered Owners of the Bonds mean Cede & Co. and not the Beneficial Owners of the Bonds.

THE BANK, THE TRUSTEE, THE MUNICIPALITY, AND THE UNDERWRITER CANNOT AND DO NOT GIVE ANY ASSURANCES THAT THE DIRECT PARTICIPANTS OR THE INDIRECT PARTICIPANTS WILL DISTRIBUTE TO THE BENEFICIAL OWNERS OF THE BONDS (I) PAYMENTS OF PRINCIPAL OF OR INTEREST AND PREMIUM, IF ANY, ON THE BONDS; (II) CERTIFICATES REPRESENTING AN OWNERSHIP INTEREST OR OTHER CONFIRMATION OF BENEFICIAL OWNERSHIP INTERESTS IN BONDS; OR (III) REDEMPTION OR OTHER NOTICES SENT TO DTC OR CEDE & CO., ITS NOMINEE, AS THE REGISTERED OWNERS OF THE BONDS, OR THAT THEY WILL DO SO ON A TIMELY BASIS OR THAT DTC OR DIRECT OR INDIRECT PARTICIPANTS WILL SERVE AND ACT IN THE MANNER DESCRIBED IN THIS OFFICIAL STATEMENT.

THE CURRENT “RULES” APPLICABLE TO DTC ARE ON FILE WITH THE SECURITIES AND EXCHANGE COMMISSION AND THE CURRENT “PROCEDURES” OF DTC TO BE FOLLOWED IN DEALING WITH DTC PARTICIPANTS ARE ON FILE WITH DTC.

NEITHER THE BANK, THE MUNICIPALITY, THE TRUSTEE NOR THE UNDERWRITER WILL HAVE ANY RESPONSIBILITY OR OBLIGATIONS TO SUCH DTC PARTICIPANTS OR THE BENEFICIAL OWNERS WITH RESPECT TO (1) THE BONDS; (2) THE ACCURACY OF ANY RECORDS MAINTAINED BY DTC OR ANY DTC PARTICIPANT; (3) THE PAYMENT BY ANY DTC PARTICIPANT OF ANY AMOUNT DUE TO ANY BENEFICIAL OWNER IN RESPECT OF THE PRINCIPAL AMOUNT OF OR INTEREST OR PREMIUM, IF ANY, ON THE BONDS; (4) THE DELIVERY BY ANY DTC PARTICIPANT OF ANY NOTICE TO ANY BENEFICIAL OWNER WHICH IS REQUIRED OR PERMITTED UNDER THE TERMS OF THE INDENTURE TO BE GIVEN TO BONDHOLDERS; (5) THE SELECTION OF THE BENEFICIAL OWNERS TO RECEIVE PAYMENT IN THE EVENT OF ANY PARTIAL REDEMPTION OF THE BONDS; OR (6) ANY CONSENT GIVEN OR OTHER ACTION TAKEN BY DTC AS BONDHOLDER.

Redemption

Redemption Generally. If the Municipality directs the Bank to redeem the Bonds in accordance with the Qualified Obligation, the Bank has agreed under the Indenture to accept redemption and to redeem the Bonds in accordance with the Indenture.

Optional Redemption. The Bonds (or any portions thereof in integral multiples of \$5,000 each) maturing on or after _____, 20__, are subject to redemption in whole or in part, in principal amounts and maturities selected by the Bank on any date on or after _____, 20__, at par, plus accrued interest to the date of redemption. Under the Indenture, selection of the Bonds to be redeemed within a maturity will be made by lot by the Trustee. In accordance with DTC’s standard practices and its agreement with the Bank, DTC and the DTC Participants will make this selection so long as the Bonds are in book-entry form.

Mandatory Sinking Fund Redemption.

Maturing Date (_____ 1)	Principal Amount	Interest Rate	Yield	Price	CUSIP¹
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*The Bond maturing on _____, 20__, is a term bond subject to mandatory sinking fund redemption prior to its scheduled maturity on _____ of the years listed below at a redemption price of the principal amount redeemed plus accrued interest to the redemption date in accordance with the following schedule:

Payable _____, Principal Amount

*

*Final maturity.

Notice of Redemption. Notice of the call for any redemption, identifying the Bonds (or any portions thereof in integral multiples of \$5,000 each) to be redeemed (which may be a conditional notice of redemption), will be given by the Trustee at least 30 days but not more than 45 days prior to the date fixed for redemption by mailing a copy of the redemption notice by registered or certified mail to the Registered Owner of each Bond to be redeemed at the address shown on the registration records and to the Underwriter of the Bonds. Failure to mail such notice to any particular owner of Bonds, or any defect in the notice mailed to any such owner of Bonds, will not affect the validity of the call for the redemption of any other Bonds. So long as DTC or its nominee is the Registered Owner of the Bonds, notice of the call for any redemption will be given to DTC, and not directly to Beneficial Owners. See the caption, "DESCRIPTION OF THE BOND – Book-Entry-Only System."

Redemption Payments. The Trustee will apply funds deposited with the Trustee by the Bank in an amount sufficient in an amount sufficient to pay the Redemption Price of the Bonds, or portions thereof called, together with accrued interest thereon to the redemption date. After the redemption date, if proper notice of redemption by mailing has been given and sufficient funds have been deposited with the Trustee, interest will cease to accrue on the Bonds that have been called.

APPLICATION OF THE PROCEEDS
OF THE BONDS

The proceeds of the sale of the Bonds which is equal to \$ _____ will be applied as follows:

Sources of Funds

Uses of Funds

*Includes payments for costs of issuance, which may include but are not limited to, legal fees and expenses, municipal advisory fees and expenses, ratings fees, payments of premium for municipal bond insurance policy, and printing fees.

THE MISSISSIPPI DEVELOPMENT BANK

General

The Bank was created in 1986 and is organized and existing under and by virtue of the Bank Act as a separate body corporate and politic for the public purposes set forth in the Bank Act. The Bank is not an agency of the State, is separate from the State in its corporate and sovereign capacity, and has no taxing power.

The purpose of the Bank is to foster and promote, in accordance with the Bank Act, the provision of adequate markets and facilities for the borrowing of funds for public purposes of (a) any county, municipality, utility district, regional solid waste authority, county cooperative service district, or political subdivision of the State, (b) the State, or any agency thereof, (c) the institutions of higher learning of the State, (d) any education building corporation established for institutions of higher learning of the State, or (e) any other governmental unit created under State law, including the Municipality.

THE FULL FAITH AND CREDIT AND TAXING POWER OF THE STATE ARE NOT PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON ANY OF THE BONDS, AND THE BONDS ARE NOT A DEBT, LIABILITY, LOAN OF THE CREDIT, MORAL OBLIGATION, OR PLEDGE OF THE FULL FAITH AND CREDIT AND TAXING POWER OF THE STATE.

Under the Bank Act, the Bank is granted the power to borrow money and issue its bonds in such principal amounts as it shall deem necessary to provide funds to accomplish a public purpose or purposes of the State provided for under the Bank Act, including the purchasing of securities of and making loans to “local governmental units”.

Organization and Membership of the Bank

The Bank is governed by a Board of Directors comprised of 9 members. The members of the Board of Directors are elected by the members of the Mississippi Business Finance Corporation (the “MBFC”) at the time and place fixed by the MBFC’s by-laws. Appointments are for terms of one year. The members of the Board of Directors are as follows:

<u>Name</u>	<u>Occupation</u>	<u>Start Term</u>	<u>End Term</u>
Michael Boerner		8/1/2022	7/31/2023
Carolyn Boteler		8/1/2022	7/31/2023
Noel Daniels		8/1/2022	7/31/2023
Merle Flowers		8/1/2022	7/31/2023
William L. Freeman, Jr.		8/1/2022	7/31/2023
Bobby James		8/1/2022	7/31/2023
Colby Jordan		8/1/2022	7/31/2023
William D. Sones		8/1/2022	7/31/2023
Mark Wiggins		8/1/2022	7/31/2023

The operations of the Bank are administered by Larry W. Mobley, Executive Director. Mr. Mobley is a _____ graduate of _____ with a degree in _____.

Prior Bonds of Bank

The purpose of the Bank is to foster and promote, in accordance with the Bank Act, the provision of adequate markets and facilities for the borrowing of funds for public purposes by any “local governmental units”. As of _____, 2023, the Bank has previously issued bonds for various purposes totaling in principal approximately \$_____. Of such amount, approximately \$_____ was outstanding as of _____, 2023.

The Bank is presently considering the issuance under the Act of additional special obligation bonds for other purposes authorized under the Act.

The faith, credit, and taxing power of the State and the Bank are not pledged to the payment of the principal of, premium, if any, and interest on any of the bonds issued or planned for issuance by the Bank and all such bonds are not a debt, liability, loan of the credit, or pledge of the faith and credit of the State or the Bank.

REVENUES, FUNDS AND ACCOUNTS

Creation of Funds and Accounts

The Indenture establishes the following special Funds and Accounts to be held by the Trustee:

1. General Fund - comprised of the following:
 - (a) General Account
 - (b) Purchase Account
 - (c) Redemption Account
 - (d) Bond Issuance Expense Account
2. Rebate Fund

Revenues and Other Receipts

The Trustee will deposit the Revenues, as defined in the Indenture, and other receipts (except the proceeds of the Bonds, interest earnings on any amounts in the Rebate Fund, and monies received by the Bank from the sale or redemption prior to maturity of the Qualified Obligation) into the General Account of the General Fund and will deposit any monies received from the sale or prepayment prior to maturity of the Qualified Obligation into the Redemption Account of the General Fund. A sufficient amount of the funds remitted by the Municipality as Qualified Obligation Payments pursuant to the Qualified Obligation shall be transferred to the General Account by the Trustee at least 15 days prior to each Interest Payment Date to provide funds for the debt service payments on the Bonds. The Trustee will deposit the proceeds of any Refunding Bonds as provided in the supplemental indenture authorizing the issuance of such Refunding Bonds.

OPERATION OF FUNDS AND ACCOUNTS

General Fund

General Account. The Trustee will disburse the amounts held in the General Account for the following purposes, and, in the event of insufficient funds to make all of such required disbursements, in the following order of priority:

- (a) On or before any Interest Payment Date, to the Trustee such amounts as may be necessary to pay the principal and interest coming due on the Bonds on such Interest Payment Date.
- (b) As necessary and in accordance with the Indenture, such amounts as may be necessary to pay any Program Expenses of the Bank for the Bonds.
- (c) On or before 30 days after each anniversary of the issuance of the Bonds, the amounts to be transferred to the Rebate Fund.
- (d) After making all required payments under subparagraphs (a) through (c) above, the Trustee shall make a determination of the amounts reasonably expected to be received in the form of Qualified Obligation Payments in the succeeding 12 months and shall transfer all monies

in the General Account, which, together with such expected receipts for the succeeding 12 months are in excess of the amounts needed to pay principal and interest on the Bonds within the immediately succeeding 12 month period, to the Municipality.

Bond Issuance Expense Account. Upon receipt of invoices or requisitions acceptable to the Trustee, the Trustee will disburse the amounts held in the Bond Issuance Expense Account for the payment or reimbursement of the costs related to the authorization, issuance, sale, validation and delivery of the Bonds and the costs related to the authorization, issuance, sale, validation and delivery of the Qualified Obligation, including, but not limited to, printing costs, costs of reproducing documents, filing and recording fees, initial fees and charges of the Trustee, legal fees and charges, professional consultants' fees, costs of credit ratings, fees and charges for execution, transportation and safekeeping of the Bonds, and other related costs, charges, and fees. On the date which is 60 days after the date of issuance of the Bonds, any amounts remaining in the Bond Issuance Expense Account will be transferred to the General Account.

Purchase Account. Upon submission of duly authorized written requisitions of an Authorized Officer of the Bank stating that all requirements for purchases under the Act, the Indenture, and the established policies of the Bank have been or will be met, the Trustee will disburse the amounts held in the Purchase Account to the Municipality as "Qualified Obligation Proceeds" under the Qualified Obligation for deposit into the Series 2023 Improvements Fund authorized and created by the Municipality Bond Resolution.

Redemption Account. The Trustee will deposit in the Redemption Account all monies received upon the sale or redemption prior to maturity of the Qualified Obligation and will disburse the funds in the Redemption Account to redeem Bonds of such maturity or maturities as directed by an Authorized Officer of the Bank if such Bonds are then subject to redemption.

Rebate Fund

Upon the direction of the Bank and in accordance with the memorandum of compliance or similar document regarding the expenditures and investments of the proceeds of the Bonds provided by the Bank under the Indenture (the "Memorandum of Compliance"), the Trustee will deposit amounts for the benefit of the Bank from the General Account in the General Fund into the Rebate Fund and will deposit into the Rebate Fund all income from investments in the Rebate Fund. In the event and to the extent that amounts in the Rebate Fund exceed the amounts required to be rebated to the United States of America, the Trustee will transfer such excess amounts to the General Account in the General Fund upon the direction of the Bank in accordance with the Memorandum of Compliance.

Not more than 60 days after five years following the date of delivery of the Bonds, and at intervals of every five years thereafter, upon the written request of the Bank the Trustee will pay to the United States of America 90% of the amount required to be paid to the United States of America as of such payment date. Not later than 30 days following the retirement of all of the Bonds, upon the written request of the Bank the Trustee will pay to the United States of America 100% the amount to be paid to the United States of America. Each payment to the United States of America will be accompanied by a statement of the Bank summarizing the determination of the amount of such payment, together with copies of any reports originally filed with the Internal Revenue Service with respect to the Bonds.

With respect to the Rebate Fund, the Bank may direct the Trustee to proceed other than as set forth in the Indenture and described above by delivering to the Trustee a new Memorandum of Compliance accompanied by an opinion of Bond Counsel to the effect that compliance with such memorandum will not adversely affect the excludability from gross income for federal income tax purposes of the interest on the Bonds.

Amounts Remaining in Funds

Any amounts remaining in any Fund or Account after full payment of all of the Bonds outstanding under the Indenture, all required rebates to the United States of America and the fees, charges, and expenses of the Trustee will be distributed to the Municipality, except as provided in Section 3.08 of the Indenture.

Investment of Funds

Any monies held as part of any Fund or Account created under or pursuant to Article VI of the Indenture and the Rebate Fund shall be invested or reinvested by the Trustee as continuously as reasonably possible in such Investment Securities as may be directed by the Bank (such direction to be confirmed in writing). All such investments shall at all times be a part of the Fund or Account in which the monies used to acquire such investments had been deposited and, except as provided in Article VI of the Indenture, all income and profits on such investments, other than from monies on deposit in the Rebate Fund or any Account created thereunder, shall be deposited as received in the General Account of the General Fund for the Funds and Accounts for the Bonds. The Trustee may make any and all such investments through its bond department or through the bond department of any financial institution which is an affiliate of the Trustee and may trade with itself or any of its affiliates in doing so. Monies in separate Funds and Accounts for the Bonds may be commingled for the purpose of investment or deposit, and monies in separate Funds. The Trustee and the Bank agree that all investments, and all instructions of the Bank to the Trustee with respect thereto shall be made in accordance with prudent investment standards reasonably expected to produce the greatest investment yields while seeking to preserve principal without causing any of the Bonds to be arbitrage bonds as defined in Section 148 of the Code. Any investment losses shall be charged to the Fund or Account in which monies used to purchase such investment had been deposited. For so long as the Trustee is in compliance with the provisions of Section 8.01 of the Indenture, the Trustee shall not be liable for any investment losses. Monies in any Fund or Account shall be invested in Investment Securities with a maturity date, or a redemption date determined by the owner of the Investment Securities at said owner's option, which shall coincide as nearly as practicable with times at which monies in such Funds or Accounts will be required for the purposes thereof. The Trustee shall sell and reduce to cash a sufficient amount of such Investments in the respective Fund or Account whenever the cash balance therein is insufficient to pay the amounts contemplated to be paid therefrom at the time those amounts are to be paid. All investment income from the assets held in any Fund or Account, except for the Rebate Fund and any Accounts created thereunder, will be added to the General Account of the General Fund for the Funds and Accounts for the Bonds.

The Bank (i) has certified in the Indenture to the owners of the Bonds from time to time outstanding that monies on deposit in any Fund or Account in connection with the Bonds, whether

or not such monies were derived from the proceeds of the sale of the Bonds or from any other sources, are not intended to be used in a manner which will cause the interest on the Bonds to lose the excludability from gross income for federal income tax purposes and (ii) has covenanted in the Indenture with the owners of the Bonds from time to time outstanding that, so long as any of the Bonds remain outstanding, monies on deposit in any Fund or Account established in connection with the Bonds, whether or not such monies were derived from the proceeds of the sale of the Bonds or from any other source, will not be used in any manner which will cause the interest on the Bonds to become subject to federal income taxation.

THE INDENTURE

The following is a summary of certain provisions of the Indenture. This summary does not purport to be comprehensive or definitive. All references herein to the Indenture are qualified in their entirety by reference to such document, a copy of which may be obtained upon written request to the Bank. Capitalized terms used and not defined herein shall have the meanings ascribed to them in the Indenture.

Provisions for Issuance of Refunding Bonds

(a) All or any part of one or more series of Refunding Bonds may be authenticated and delivered upon original issuance to refund all or any part of the Outstanding Bonds. Refunding Bonds shall be issued in a principal amount sufficient, together with other monies available therefor, to accomplish such refunding and to make such deposits required by the provisions of the Bank Act, this Section, and by the Supplemental Indenture authorizing said Refunding Bonds.

(b) Refunding Bonds may be authenticated and delivered only upon receipt by the Trustee (in addition to the receipt by the Trustee of the documents required by Section 2.04 of the Indenture) of:

(i) Irrevocable instructions to the Trustee, satisfactory to it, to give due notice of redemption of all the Bonds to be refunded on the redemption date specified in such instructions;

(ii) Irrevocable instructions to the Trustee, satisfactory to it, to give notice of redemption of all the Bonds to be refunded on the redemption date specified in such instructions;

(iii) Either (A) monies in an amount sufficient to effect payment at the applicable Redemption Price or principal payment amount of the Bonds to be refunded or paid, respectively, together with accrued interest on such Bonds to the redemption or maturity date and all necessary and appropriate fees and expenses of the Trustee, which monies shall be held by the Trustee or any one or more of the Trustees in a separate account irrevocably in trust for and assigned to the respective owners of the Bonds to be refunded or paid, or (B) Governmental Obligations in such principal amounts, of such maturities, bearing such interest, and otherwise having such terms and qualifications, as

shall be necessary to comply with the provisions of Article IX of the Indenture which Governmental Obligations shall be held in trust and used only as provided in said Article.

Mutilated, Lost, Stolen, or Destroyed Bonds

If any Bond is mutilated, lost, stolen or destroyed, the Bank shall execute and the Trustee shall authenticate a new Bond or Bonds of the same maturity and denomination, as that mutilated, lost, stolen or destroyed; provided that in the case of any mutilated Bond, such Bond shall first be surrendered to the Trustee, and in the case of any lost, stolen or destroyed Bond, there shall be first furnished to the Trustee evidence of such loss, theft or destruction satisfactory to the Trustee, together with indemnity satisfactory to it. In the event any such Bond shall have matured or been called for redemption, instead of issuing and authenticating a duplicate Bond, the Trustee may pay the same without surrender thereof, provided, however, that in the case of a lost, stolen or destroyed Bond, there shall be first furnished to the Trustee evidence of such loss, theft or destruction satisfactory to the Trustee together with indemnity satisfactory to it, before any payment may be made. The Trustee may charge the owner of such Bond its reasonable fees and expenses in connection with replacing any Bonds mutilated, lost, stolen or destroyed. Any Bond issued pursuant to Section 3.05 of the Indenture shall be deemed part of the original series of the Bonds in respect of which it was issued and a contractual obligation of the Bank replacing the obligation evidenced by such mutilated, lost, stolen or destroyed Bond.

Registration, Transfer, and Exchange of Bonds; Persons Treated as Owners

The Bank shall cause records for the registration and for the transfer of the Bonds to be kept by the Trustee at its principal corporate trust office, and the Trustee is hereby constituted and appointed the bond registrar of the Bank. At reasonable times and under reasonable regulations established by the Trustee, said records may be inspected and prepared by the Bank or by Beneficial Owners (or a designated representative thereof) of 5% or more in aggregate principal amount of the Bonds then Outstanding.

Upon surrender for transfer of any Bond at the principal corporate trust office of the Trustee, duly endorsed by, or accompanied by a written instrument or instruments of transfer in form satisfactory to the Trustee and duly executed by the registered owner or his attorney duly authorized in writing, the Bank shall execute and the Trustee shall authenticate and deliver in the name of the transferee or transferees a new Bond or Bonds of the same maturity for a like aggregate principal amount. The Bonds may be transferred or exchanged without cost to the Bondholders except for any tax or governmental charge required to be paid with respect to the transfer or exchange. The execution by the Bank of any Bond of any denomination shall constitute full and due authorization of such denomination and the Trustee shall thereby be authorized to authenticate and deliver such Bond.

The Trustee shall not be required (a) to register, transfer or exchange any Bond during a period of 15 days next preceding mailing of a notice of redemption of any Bonds, or (b) to register, transfer or exchange any Bonds selected, called or being called for redemption prior to their stated maturity in whole or in part after mailing notice of such call has been made.

The person in whose name a registered Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of principal and interest thereon, shall be made only to or upon the order of the registered owner thereof or his legal representative, but such registration may be changed as hereinabove provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

All Bonds delivered upon any transfer or exchange shall be valid obligations of the Bank, evidencing the same debt as the Bonds surrendered, shall be secured by this Indenture and shall be entitled to all of the security and benefits hereof to the same extent as the Bond surrendered.

Non-Presentation of Bonds

In the event any Bond shall not be presented for payment when the principal thereof comes due, either at maturity, or at the date fixed for redemption thereof, or otherwise, if funds sufficient to pay such Bond shall have been made available to the Trustee for the benefit of the owner thereof, all liability of the Bank to the owner thereof for the payment of such Bond shall forthwith cease, terminate and be completely discharged, and thereupon it shall be the duty of the Trustee to hold such funds for 4 years, for the benefit of the owner of such Bond, without liability for interest thereon to such owner, who shall thereafter be restricted exclusively to such funds, for any claim of whatever nature on his part under this Indenture or on, or with respect to, said Bond.

Any money so deposited with and held by the Trustee not so applied to the payment of Bonds within 4 years after the date on which the same shall become due shall be subject to applicable laws of the State concerning escheat and unclaimed property and shall be repaid by the Trustee to the Bank and thereafter the Bondholders shall be entitled to look only to the Bank for payment, and then only to the extent of the amount so repaid, and the Bank shall not be liable for any interest thereon to the Bondholders and shall not be regarded as a trustee of such money.

Limitations on Obligations of Bank

The Bonds, together with interest thereon, shall be special obligations of the Bank payable solely from Revenues and shall be a valid claim of the respective owners thereof only against the Funds and Accounts, other than the Rebate Fund and any Accounts created thereunder, established under the Indenture and the Qualified Obligation acquired by the Trustee, all of which are hereby assigned and pledged hereunder for the equal and ratable payment of the Bonds and

shall be used for no other purpose than the payment of the Bonds, except as may be otherwise expressly authorized in the Indenture. The Bonds do not constitute a debt, liability, or loan of the credit of the State or any political subdivision thereof under the constitution of the State, other than the Municipality, or a pledge of the full faith and credit and taxing power or moral obligation of the State or any political subdivision thereof, other than the Municipality. The Qualified Obligation is secured by the full faith, credit, and taxing power of the Municipality. The Bank has no taxing power. The Bonds do not constitute a debt or liability of the State or of any political subdivision thereof under the constitution of the State, other than the Municipality, or a pledge of the faith and credit of the State or any political subdivision thereof, other than the Municipality, but shall be payable solely from the Revenues and funds pledged therefor in accordance with the Indenture. The issuance of the Bonds under the provisions of the Act does not directly, indirectly or contingently, obligate the State or any political subdivision thereof, other than the Municipality, to levy any form of taxation for the payment thereof or to make any appropriation for their payment and such Bonds and the interest payable thereon do not now and shall never constitute a debt of the State or any political subdivision thereof within the meaning of the constitution of the State or the statutes of the State, other than the Municipality, and do not now and shall never constitute a charge against the credit or taxing power of the State or any political subdivision thereof, other than the Municipality. Neither the State nor any agent, attorney, member, or employee of the State or of the Bank, shall in any event be liable for the payment of the principal of, and premium, if any, or interest on the Bonds or damages, if any, for the nonperformance of any pledge, mortgage, obligation, or agreement of any kind whatsoever which may be undertaken by the Bank. No breach by the Bank of any such pledge, mortgage, obligation, or agreement may impose any liability, pecuniary, or otherwise, upon the State or any of the State's or the Bank's agents, members, attorneys, and employees or any charge upon the general credit of the State or a charge against the taxing power of the State or any political subdivision thereof, other than the Municipality. In the Act, the State has pledged to and agreed with the holders of any Bonds that the State will not limit or alter the rights hereby vested in the Bank to fulfill the terms of any agreements made with the said Bondholders or in any way impair the rights and remedies of such holders until such Bonds, together with the interest thereon, with interest on any unpaid installments of interest, and all costs and expenses in connection with any action or proceeding by or on behalf of such holders of Bonds are fully met and discharged.

Other Obligations Payable from Revenues

The Bank shall grant no liens or encumbrances on or security interests in the Trust Estate (other than those created by the Indenture), and except for the Bonds, shall issue no bonds or other evidence of indebtedness payable from the Trust Estate.

Payments of Principal and Interest

The Bank covenants and agrees that it will promptly pay the principal of and interest on every Bond issued under the Indenture at the place, on the dates, and in the manner provided in the Indenture and in said Bonds according to the true intent and meaning thereof, provided that the principal and interest are payable by the Bank solely from Revenues and any other funds or assets constituting the Trust Estate pledged to the Trustee as security by the Bank to the extent of that pledge.

Performance of Covenants by the Bank

The Bank covenants and agrees that it will faithfully perform at all times any and all covenants, undertakings, stipulations, and provisions contained in the Indenture, if any, and every Bond executed, authenticated, and delivered hereunder and in all of its proceedings pertaining thereto. The Bank covenants and agrees that it is duly authorized under the constitution and laws of the State, including particularly the Act, to issue the Bonds authorized hereby and to execute the Indenture and to pledge the Revenues and all other property hereby pledged in the manner and to the extent herein set forth; that all action on its part for the issuance of the Bonds and the execution and delivery of the Indenture has been duly and effectively taken, and that the Bonds in the hands of the owners thereof are and will be valid and enforceable special obligations of the Bank according to the terms thereof and hereof.

Discharge of Indenture

Except as provided in the Indenture, if payment or provision for payment is made, to the Trustee, of the principal of and interest due and to become due on the Bonds at the times and in the manner stipulated therein, and there is paid or caused to be paid to the Trustee all sums of money due and to become due according to the provisions hereof, then these presents and the Trust Estate and rights hereby granted shall cease, terminate, and be void, whereupon the Trustee shall cancel and discharge the lien of the Indenture, and execute and deliver to the Bank such instruments in writing as shall be requisite to cancel and discharge the lien hereof, and release, assign, and deliver unto the Bank any and all estate, right, title, and interest in and to any and all rights assigned or pledged to the Trustee hereby or otherwise subject to the lien of the Indenture, except monies or securities held by the Trustee for the payment of the principal of and interest on the Bonds.

In addition to the satisfaction of the defeasance requirements set forth in the Indenture, any Bond shall be deemed to be paid within the meaning of the Indenture when (a) payment of the principal of such Bond and interest thereon to the due date thereof (whether such due date be by reason of maturity or upon redemption as provided in the Indenture or otherwise), either (i)

shall have been made or caused to have been made in accordance with the terms thereof, or (ii) shall have been provided for by irrevocably depositing with the Trustee, in trust and exclusively for such payment, (1) monies sufficient to make such payment or (2) Governmental Obligations maturing as to principal and interest in such amounts and at such times, without consideration of any reinvestment thereof, as will insure the availability of sufficient monies to make such payment, or (3) a combination of such monies and Governmental Obligations; and (b) all necessary and proper fees and expenses of the Trustee pertaining to the Bonds, including the amount, if any, required to be rebated to the United States of America, with respect to which such deposit is made, shall have been paid or deposited with the Trustee.

Notwithstanding the foregoing, in the case of Bonds which by their terms may be redeemed prior to their stated maturity, no deposit under the immediately preceding paragraph shall be deemed a payment of such Bonds as aforesaid until the Bank shall have given the Trustee, in form satisfactory to the Trustee, irrevocable instructions:

(a) stating the date when the principal of each such Bond is to be paid, whether at maturity or on a redemption date (which shall be any redemption date permitted by the Indenture);

(b) to call for redemption pursuant to the Indenture any Bonds to be redeemed prior to maturity pursuant to (a) hereof; and

(c) to mail, as soon as practicable, in the manner prescribed by the Indenture, a notice to the owners of such Bonds that the deposit required by (a) of the preceding paragraph has been made with the Trustee and that said Bonds are deemed to have been paid in accordance with the Indenture and stating the maturity or redemption date upon which monies are to be available for the payment of the principal of or redemption price, if applicable, on said Bonds as specified in subparagraph (a) of this paragraph.

Any monies so deposited with the Trustee as provided in the Indenture may at the direction of the Bank also be invested and reinvested in Governmental Obligations, maturing in the amounts and times as hereinbefore set forth, and all income from all Governmental Obligations in the hands of the Trustee pursuant to the Indenture which is not required for the payment of the Bonds and interest thereon with respect to which such monies shall have been so deposited, shall be deposited in the General Account, as and when collected, for use and application as are other monies deposited in such Account.

No such deposit under the Indenture shall be made or accepted hereunder and no use made of any such deposit unless the Trustee shall have received an opinion of Bond Counsel to the effect that such deposit and use would not cause any of the Bonds to be treated as arbitrage bonds within the meaning of Section 148 of the Code. Moreover, no such deposit shall be deemed a

payment of such Bonds unless the Trustee shall have received a verification from an accountant or firm of accountants appointed by the Bank and acceptable to the Trustee verifying the sufficiency of the deposit to pay the principal of, premium, if any, and interest on the Bonds to the due date, whether such due date be by reason of maturity or upon redemption.

Notwithstanding any provision of the Indenture, all monies or Governmental Obligations set aside and held in trust pursuant to the provisions of the Indenture for the payment of Bonds (including interest thereon but excluding any amounts set aside for rebate to the United States of America) shall be applied to and used solely for the payment of the particular Bonds (including interest thereon) with respect to which such monies or obligations have been so set aside in trust.

Upon the deposit with the Trustee, in trust, at or before maturity, of money or Governmental Obligations in the necessary amount to pay or redeem all Outstanding Bonds as aforesaid (whether upon or prior to their stated maturity or the redemption date of such Bonds), provided that if such Bonds are to be redeemed prior to the stated maturity thereof, notice of such redemption shall have been given as hereinabove provided, or provisions satisfactory to the Trustee shall have been made for the giving of such notice, and compliance with the other payment requirements hereof, the Indenture may be discharged in accordance with the provisions of the Indenture but the limited liability of the Bank in respect of such Bonds shall continue provided that the owners thereof shall thereafter be entitled to payment only out of the monies or Governmental Obligations deposited with the Trustee as aforesaid.

Defaults; Events of Default

If any of the following events occurs, it is hereby defined as and declared to be and to constitute an Event of Default under the Indenture:

- (a) Failure in the due and punctual payment of any interest on any Bond; or
- (b) Failure in the due and punctual payment of the principal or redemption premium, if any, of any Bond whether at the stated maturity thereof or on any date fixed for redemption; or
- (c) Failure of the Bank to remit to the Trustee within the time limits prescribed herein any monies which are required by the Indenture to be so remitted; or
- (d) Default in the performance or observance of any other of the covenants, agreements or conditions on the part of the Bank contained in the Indenture or in the Bonds and failure to remedy the same within the time provided in, and after notice thereof pursuant to the Indenture; or
- (e) Any warranty, representation or other statement by or on behalf of the Bank contained in the Indenture or in any instrument furnished in compliance with or in reference to

the Indenture is false or misleading, when made, in any material respect, and failure to remedy the same within the time provided in, and after notice thereof pursuant to, the Indenture; or

(f) A petition is filed against the Bank under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution, or liquidation law of any jurisdiction whether now or hereafter in effect and is not dismissed within 60 days after such filing; or

(g) The Bank files a petition in voluntary bankruptcy or seeking relief under any provisions of any bankruptcy, reorganization, arrangement, insolvency, adjustment of debt, dissolution, or liquidation law of any jurisdiction whether now or hereafter in effect, or consents to the filing of any petition against it under such law; or

(h) The Bank is generally not paying its debts as such debts become due, or becomes insolvent or bankrupt or makes an assignment for the benefit of creditors, or a liquidator or trustee of the Bank or any of its property is appointed by court order or takes possession of such property and such order remains in effect or such possession continues for more than 60 days; or

(i) Failure in the due and punctual payment of any interest or principal on the Qualified Obligation;

(j) The Bank for any reason shall be rendered incapable of fulfilling its obligations under the Indenture; or

(k) There is an Event of Default under the Qualified Obligation and/or the Municipality Bond Resolution.

Remedies: Rights of Bondholders

Upon the occurrence of an Event of Default under the Indenture, the Trustee shall notify the owners of all Bonds then Outstanding of such Event of Default by registered or certified mail, and will have the following rights and remedies:

(a) The Trustee may pursue any available remedy at law or in equity or by statute to enforce the payment of the principal of and interest on the Bonds then Outstanding, including enforcement of any rights of the Bank or the Trustee under the Qualified Obligation.

(b) The Trustee may by action or suit in equity require the Bank to account as if it were the trustee of an express trust for the holders of the Bonds and may take such action with respect to Qualified Obligations as the Trustee deems necessary or appropriate and in the best interest of the Bondholders, subject to the terms of the Qualified Obligation.

(c) Upon the filing of a suit or other commencement of judicial proceedings to enforce any rights of the Trustee and of the Bondholders under the Indenture, the Trustee will be entitled, as a matter of right, to the appointment of a receiver or receivers of the Trust Estate,

issues, earnings, income, products and profits thereof, pending such proceedings, with such powers as the court making such appointment shall confer.

(d) The Trustee may declare the principal of and accrued interest on all Bonds to be due and payable immediately in accordance with the Indenture and the Act, by notice to the Bank and the Attorney General of the State.

Upon the occurrence of such an “event of default,” if requested so to do by the holders of 25% or more in aggregate principal amount of all Bonds then Outstanding, and if indemnified as provided in Section 11.01(k) of the Indenture, the Trustee shall be obligated to exercise such one or more of the rights, remedies and powers conferred by the Indenture as the Trustee, being advised by counsel, shall deem most expedient in the interests of the Bondholders.

No right or remedy by the terms of the Indenture conferred upon or reserved to the Trustee (or to the Bondholders) is intended to be exclusive of any other right or remedy, but each and every such right or remedy shall be cumulative and shall be in addition to any other right or remedy given to Trustee or to the Bondholders under the Indenture or now or hereafter existing at law or in equity or by statute. The assertion or employment of any right or remedy shall not prevent the concurrent or subsequent assertion or employment of any other right or remedy.

No delay or omission to exercise any right or remedy accruing upon any such Event of Default shall impair any such right or remedy or shall be construed to be a waiver of any such Event of Default or acquiescence therein, and every such right or remedy may be exercised from time to time and as often as may be deemed expedient.

No waiver of any such Event of Default, whether by the Trustee or by the Bondholders, shall extend to or shall affect any subsequent Event of Default or shall impair any rights or remedies consequent thereon.

[Rights of Bondholders to Direct Proceedings](#)

Subject to provisions of the Indenture including the rights of the Beneficial Owners of a majority in aggregate principal amount of Bonds then Outstanding shall have the right, at any time during the continuance of an Event of Default under the Indenture, by an instrument or instruments in writing executed and delivered to the Trustee, to direct the time, method and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions of the Indenture, or for the appointment of a receiver or any other proceedings hereunder; provided that such direction shall not be otherwise than in accordance with the provisions of law and of the Indenture.

Application of Monies

All monies received by the Trustee pursuant to any right or remedy given or action taken under the provisions of the Indenture (including monies received by virtue of action taken under provisions of the Qualified Obligations) shall, after payment of the costs and expenses of the proceedings resulting in the collection of such monies and of the expenses, liabilities and advances incurred or made by Trustee and any other monies owed to Trustee under the Indenture, be deposited in the General Account and all monies in the General Account shall be applied as follows:

(a) Unless the principal of all the Bonds shall have become due and payable, all such monies shall be applied:

FIRST - To the payment to the persons entitled thereto of all installments of interest then due on the Bonds, including interest on any past due principal of any Bond at the rate borne by such Bond, in the order of the maturity of the installments of such interest and, if the amount available shall not be sufficient to pay in full any particular installment, then to such payment ratably, according to the amounts due on such installments, to the persons entitled thereto, without any discrimination or privilege;

SECOND - To the payment to the persons entitled thereto of the unpaid principal of any of the Bonds which shall have become due either at maturity or pursuant to a call for redemption (other than Bonds called for redemption for the payment of which other monies are held pursuant to the provisions of the Indenture), in the order of their due dates, and, if the amount available shall not be sufficient to pay in full the principal of Bonds due on any particular date, together with such interest, then to such payment ratably, according to the amount of principal due on such date, to the persons entitled thereto without any discrimination or privilege; and

THIRD - To be held for the payment to the persons entitled thereto as the same shall become due of the principal of and interest on the Bonds which may then become due either at maturity or upon call for redemption prior to maturity and, if the amount available shall not be sufficient to pay in full the principal of and interest on Bonds due on any particular date, such payment shall be made ratably according to the amount of principal and interest due on such date to the persons entitled thereto without any discrimination or privilege.

(b) If the principal of all the Bonds shall have become due or shall have been declared due and payable, all such monies shall be applied to the payment of the principal and interest then due and unpaid upon the Bonds, without preference or priority of principal over interest or of interest over principal, or of any installment of interest over any other installment

of interest, or of any Bond over any other Bond, ratably, according to the amounts due respectively for principal and interest, to the persons entitled thereto without any discrimination or privilege.

Whenever monies are to be applied pursuant to the provisions of the Indenture, such monies shall be applied at such times, and from time to time, as the Trustee shall determine, having due regard for the amount of such monies available for application and the likelihood of additional monies becoming available for such application in the future. Whenever the Trustee shall apply such funds, it shall fix the date (which shall be an Interest Payment Date unless the Trustee shall deem another date more suitable) upon which such application is to be made and upon such date interest on the amounts of principal to be paid on such dates shall cease to accrue. The Trustee shall give such notice as it may deem appropriate of the deposit with it of any such monies and of the fixing of any such date, and shall not be required to make payment of principal to the owner of any Bond until such Bond shall be presented to the Trustee for appropriate endorsement or for cancellation if fully paid. Whenever all principal of and interest on all Bonds have been paid under the provisions of the Indenture and all expenses and charges of the Trustee have been paid and all other amounts due under the Indenture and the Qualified Obligations have been paid in full, any balance remaining in the General Account shall be paid as provided in Article VI of the Indenture.

Remedies Vested in the Trustee

All rights of action (including the right to file proof of claims) under the Indenture or under any of the Bonds may be enforced by the Trustee without the possession of any of the Bonds or the production thereof in any trial or other proceeding related thereto and any such suit or proceeding instituted by the Trustee shall be brought in its name as Trustee without the necessity of joining as plaintiffs or defendants any owners of the Bonds, and any recovery of judgment shall be for the equal and ratable benefit of the owners of all the Outstanding Bonds.

Rights and Remedies of Bondholders

No owner of any Bond shall have any right to institute any suit, action or proceeding at law or in equity for the enforcement of the Indenture or for the execution of any trust thereunder or for the appointment of a receiver or any other remedy thereunder, unless (a) a “default” has occurred, (b) such “default” shall have become an Event of Default under the Indenture and the Beneficial Owners of not less than 25% in aggregate principal amount of Bonds then Outstanding shall have made written request to the Trustee and shall have offered it reasonable opportunity either to proceed to exercise the remedies hereinbefore granted or to institute such action, suit or proceeding in its own name, (c) such Beneficial Owners of Bonds have offered to the Trustee indemnity as provided in the Indenture, (d) the Trustee has refused, or for 60 days after receipt of such request and offer of indemnification, has failed to exercise the remedies granted under the

Indenture, or to institute such action, suit or proceeding in its own name; and such request and offer of indemnity are hereby declared in every case at the option of Trustee to be conditions precedent to the execution of the powers and trusts of the Indenture, and to any action or cause of action for the enforcement of the Indenture, or for the appointment of a receiver or for any other remedy under the Indenture, it being understood and intended that no one or more owners of the Bonds shall have any right in any manner whatsoever to affect, disturb or prejudice the lien of the Indenture by its, his, her or their action or to enforce any right hereunder except in the manner provided under the Indenture, and that all proceedings at law or in equity shall be instituted, had and maintained in the manner provided under the Indenture and for the equal and ratable benefit of the owners of all Bonds then Outstanding. However, nothing contained in the Indenture shall affect or impair the right of any Bondholder to enforce the payment of the principal of and interest on any Bond at and after the maturity thereof, or the limited obligation of the Bank to pay the principal of and interest on each of the Bonds issued under the Indenture to the respective owners thereof at the time and place, from the source and in the manner expressed in the Bonds.

Waivers of Events of Default

The Trustee may at its discretion waive any Event of Default under the Indenture and its consequences, and shall do so upon the written request of the Beneficial Owners of (1) more than 66.7% in aggregate principal amount of all the Bonds then Outstanding in respect of which such an Event of Default in the payment of principal or interest exists, or (2) more than 50% in aggregate principal amount of all Bonds then Outstanding in the case of any other Event of Default; provided, however, that there shall not be waived (i) any Event of Default in the payment of the principal of any Outstanding Bond at the date of maturity specified therein, or (ii) any Event of Default in the payment when due of the interest on any Outstanding Bond unless prior to such waiver all of the interest or all of the payments of principal when due, as the case may be, with interest on overdue principal at the rate borne by such Bond, and all expenses of the Trustee in connection with such Event of Default shall have been paid or provided for, or (iii) any Event of Default for nonpayment of Program Expenses; and in case of any such waiver or rescission, or in case any proceeding taken by the Trustee on account of any such Event of Default shall have been discontinued or abandoned or determined adversely, then and in every such case the Bank, the Trustee and the Bondholders shall be restored to their former positions and rights under the Indenture, respectively, but no such waiver or recession shall extend to any subsequent or other Event of Default, or impair any rights consequent thereon.

Supplemental Indentures not Requiring Consent of Bondholders

The Bank and the Trustee may, without the consent of, or notice to, any of the Bondholders, enter into an indenture or indentures supplemental to the Indenture for any one or more of the following purposes:

- (a) To cure any ambiguity or formal defect or omission in the Indenture;
- (b) To grant to or confer upon the Trustee for the benefit of the Bondholders any additional benefits, rights, remedies, powers or authorities that may lawfully be granted to or conferred upon the Bondholders or the Trustee, or to make any change which, in the opinion of Bond Counsel, does not materially and adversely affect the interest of the owners of Outstanding Bonds and does not require unanimous consent of the Bondholders pursuant to the Indenture;
- (c) To subject to the Indenture additional Revenues, properties or collateral;
- (d) To modify, amend or supplement the Indenture or any indenture supplemental hereto in such manner as to permit the qualification hereof and thereof under the Trust Indenture Act of 1939 or any similar federal statute hereafter in effect or to permit the qualification of the Bonds for sale under the securities laws of the United States of America or of any of the states of the United States of America, and, if they so determine, to add to the Indenture or any indenture supplemental hereto such other terms, conditions and provisions as may be permitted by said Trust Indenture Act of 1939 or similar federal statute; or
- (e) To evidence the appointment of a separate or co-trustee or the succession of a new Trustee hereunder or the succession of a new registrar and/or paying agent.

Supplemental Indentures Requiring Consent of Bondholders

Exclusive of Supplemental Indentures provided for by in the preceding paragraph and subject to the terms and provisions contained below, and not otherwise, the owners of not less than a majority in aggregate principal amount of the Bonds then Outstanding which are affected (exclusive of Bonds held by the Bank) shall have the right, from time to time, anything contained in the Indenture to the contrary notwithstanding, to consent to and approve the execution by the Bank and the Trustee of such other indenture or indentures supplemental hereto as shall be deemed necessary and desirable by the Trustee for the purpose of modifying, altering, amending, adding to or rescinding, in any particular manner, any of the terms or provisions contained in the Indenture or in any Supplemental Indenture; provided, however, that nothing in this paragraph contained shall permit, or be construed as permitting, without the consent of the owners of all then Outstanding Bonds (a) an extension of the maturity of the principal of or the interest or redemption date on any Bond, or (b) a reduction in the principal amount of any Bond or change in

the rate of interest or redemption premium of any Bond, or (c) a privilege or priority of any Bond or Bonds over any other Bond or Bonds, or (d) a reduction in the aggregate principal amount of the Bonds required for consent to such Supplemental Indenture, or (e) the creation of any lien securing any Bonds other than a lien ratably securing all of the Bonds at any time Outstanding, or (f) any modification of the trusts, powers, rights, obligations, duties, remedies, immunities, and privileges of the Trustee without the written consent of the Trustee.

If at any time the Bank shall request the Trustee to enter into any such Supplemental Indenture for any of the purposes set forth above, the Trustee shall, upon being satisfactorily indemnified with respect to expenses, cause notice of the proposed execution of such Supplemental Indenture to be mailed by registered or certified mail to each owner of a Bond at the address shown on the registration records maintained by the Trustee. Such notice shall briefly set forth the nature of the proposed Supplemental Indenture and shall state that copies thereof are on file at the principal corporate trust office of the Trustee for inspection by all Bondholders. If, within 60 days, or such longer period as shall be prescribed by the Bank, following the mailing of such notice, the owners of not less than 51% in aggregate principal amount of the Bonds Outstanding at the time of the execution of any such Supplemental Indenture (exclusive of Bonds held by the Bank) shall have consented to and approved the execution of such Supplemental Indenture as provided in the Indenture, no owner of any Bond shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Trustee or the Bank from executing the same or from taking any action pursuant to the provisions thereof. Upon the execution of any such Supplemental Indenture, the Indenture shall be and be deemed to be modified and amended in accordance therewith.

THE QUALIFIED OBLIGATION

General

The Bank has determined to purchase the Qualified Obligation of the Municipality from the proceeds received upon the issuance of the Bonds. Upon the execution by the Municipality of the Qualified Obligation Purchase Agreement with the Bank prior to or as of the date of the approval of the sale of the Bonds to the Underwriter, the Municipality will be obligated to sell the Qualified Obligation to the Bank in accordance with the requirements of the Act and subject to the Qualified Obligation Purchase Agreement.

The Bank Act provides that the Qualified Obligation purchased by the Bank, upon delivery to the Bank, must be accompanied by all documentation required by the Board of Directors of the Bank, including a final approving opinion of Bond Counsel. The Bank will be prepared to cause the purchase price of the Qualified Obligation to be paid to the Municipality promptly after the receipt of the proceeds of the Bonds by the Bank. However, under the Indenture, any purchase of the

Qualified Obligation is subject to the receipt by the Trustee of certain documents and opinions as described in the Indenture.

Application of Qualified Obligation Proceeds

Simultaneously with the delivery of the Bonds by the Trustee, the Qualified Obligation Proceeds will be transferred by the Trustee, as the assignee for the Bank under the Qualified Obligation, to the Municipality to be deposited in the Series 2023 Improvements Fund authorized and created by the Municipality Bond Resolution and used to fund the Project.

Payments Under the Qualified Obligation

Subject to the provisions of the Municipality Bond Resolution, the Municipality agrees to pay the Qualified Obligation as follows:

(a) The Municipality shall pay to the Trustee for the account of the Bank an amount equal to the aggregate principal amount of the Bonds Outstanding and, as interest on its obligation to pay such amount, an amount equal to interest on the Bonds, such amounts to be due (1) semiannually as to interest, no later than _____ 1 and _____ 1 of each year, commencing _____, 20__, in the amounts and in the manner provided in the Indenture for the payment of interest on the Bonds on such dates and (2) annually as to principal, no later than _____ of each year, commencing _____, 20__, to and including _____, 20__, in an amount equal to the principal scheduled to become due on such Interest Payment Date, all in order that the Bank can cause amounts to be deposited in the General Account of the General Fund under the Indenture for the payment of the principal of, premium, if any, and interest on the Bonds, whether at maturity, upon redemption, upon purchase or otherwise; provided, however, that the obligation of the Municipality to make any such payment under the Qualified Obligation shall be reduced by the amount of any reduction under the Indenture of the amount of the corresponding payment required to be made by the Bank under the Indenture.

(b) The Municipality shall remit to the Trustee for deposit into the General Account of the General Fund under the Indenture (i) all amounts due under the Qualified Obligation and required for the payment of the principal of and the interest due on the Outstanding Bonds, and (ii) the amounts required for the payment of the purchase or Redemption Price of plus accrued interest on Outstanding Bonds being redeemed or purchased for retirement, and in each such case, such amounts shall be applied by the Trustee to such payments.

Additional Charges

The Municipality agrees to pay as additional charges, when due, each and all of the following:

- (a) all Costs of Issuance;
- (b) to or upon the order of the Trustee, upon demand, all fees of the Trustee for services rendered under the Indenture and all fees and charges of the paying agent, registrars, legal counsel, accountants, public agencies, and others incurred in the performance on request of the Trustee of services required under the Indenture for which the Trustee and such other persons are entitled to payment or reimbursement; provided that after payment in full thereof the Municipality may, without creating a default under the Qualified Obligation, contest in good faith the necessity or

reasonableness of any such services, fees, or expenses other than the Trustee's fees for ordinary services as set forth in the Indenture, paying agency fees, and any fees or charges of public agencies;

(c) to the Bank and the Trustee, the Administrative Expenses, and all other reasonable expenses incurred by the Bank and the Trustee in relation to the Project which are not otherwise required to be paid by the Municipality under the terms of the Qualified Obligation and all indemnity payments required to be made under the provisions of the Indenture; and

(d) any and all out-of-pocket costs and expenses (including, without limitation, the reasonable fees and expenses of any counsel, accountants, or other professionals) incurred by Trustee or the Bank at any time, in connection with (1) the preparation, negotiation, and execution of the Qualified Obligation, the Indenture, the Qualified Obligation, and all other bond documents, any amendment of or modification of the Qualified Obligation, the Indenture, the Qualified Obligation, or the other bond documents (including in connection with any sale, transfer, or attempted sale or transfer of any interest in the Qualified Obligation to a participant or assignee); (2) any litigation, contest, dispute, suit, proceeding or action, whether instituted by Bank, the Trustee, the Municipality or any other person in any way relating to the Project, the Qualified Obligation, the other bond documents, or the Municipality's affairs; (3) any attempt to enforce any rights of the Trustee or the Bank against the Municipality or any other person which may be obligated to Trustee and/or Bank by virtue of the Qualified Obligation, the other bond documents or any other Project documents; and (4) performing any of the obligations relating to or payment of any obligations of the Municipality under the Qualified Obligation in accordance with the terms of the Qualified Obligation or any other bond documents.

Municipality's Obligations Unconditional

The Municipality will not suspend or discontinue any Qualified Obligation Payments or Additional Charges, and will perform and observe all of its other agreements in the Qualified Obligation, and, except as expressly permitted in Municipality Bond Resolution (regarding the Municipality's option of prepayment), will not terminate the Qualified Obligation for any cause, including, but not limited to, the invalidity or unenforceability or lack of due authorization or other infirmity of the Qualified Obligation, or lack of right, power or authority of the Bank to enter into the Qualified Obligation, commercial frustration of purpose, bankruptcy or insolvency of the Bank or the Trustee, change in the tax or other laws or administrative rulings or actions of the United States of America or of the State or any political subdivision thereof, or failure of the Bank to perform and observe any agreement, whether express or implied or any duty, liability or obligation arising out of or connected with the Qualified Obligation, or for any other cause whether similar or dissimilar to the foregoing, any present or future law to the contrary notwithstanding, it being the intention of the parties to the Qualified Obligation that the Qualified Obligation Payments and other amounts payable by the Municipality under the Qualified Obligation shall be paid in full when due without any delay or diminution whatever.

Assignment of Bank's Rights

As security for the payment of the Bonds, the Bank will pledge the amounts payable under the Municipality Bond Resolution and the Qualified Obligation and assign, without recourse or liability, to the Trustee, the Bank's rights under the Municipality Bond Resolution and the Qualified Obligation (except certain rights retained by the Bank). The rights pledged and assigned by the Bank

under the Municipality Bond Resolution and the Qualified Obligation will include the right to receive payments under the Municipality Bond Resolution and the Qualified Obligation and the Bank directs the Municipality under the Municipality Bond Resolution and the Qualified Obligation to make said payments directly to the Trustee. In the Municipality Bond Resolution, the Municipality agrees to such assignment and agrees to make payments under the Qualified Obligation directly to the Trustee without defense or set off by reason of any dispute between the Municipality and the Trustee.

Covenants in Bond Documents

The Municipality will keep and perform all covenants and agreements set forth in the Indenture and each and every other bond document to which it is a party, which covenants are incorporated in the Qualified Obligation by reference as if fully set forth under the Qualified Obligation.

Conduct of Governmental Operations

The Municipality will maintain its existence as a political subdivision and “local governmental unit” within the meaning of the Bank Act organized and validly existing under the Constitution and laws of the State. The Municipality will comply with all applicable laws and regulations of any federal, state, or local governmental authority, except for such laws and regulations, the violation of which would not, in the aggregate, have a material adverse effect on the Municipality’s financial condition.

Payment of Indebtedness

The Municipality will pay any indebtedness for which it is liable when due and will not permit any default to occur under any document evidencing or securing any such indebtedness.

Covenant for the Benefit of the Trustee and the Bondholders

The Municipality recognizes the authority of the Bank to assign its interest in and pledge monies receivable under the Qualified Obligation to the Trustee as security for the payment of the principal of and interest and redemption premium, if any, on the Bonds, and the payment of all fees and expenses of the Trustee; and agrees to be bound by, and joins with the Bank in the grant of a security interest to the Trustee in any rights and interest the Municipality may have in sums held in the Funds described in Article VI of the Indenture pursuant to the terms and conditions of the Indenture, to secure payment of the Bonds. Each of the terms and provisions of the Qualified Obligation is a covenant for the use and benefit of the Trustee and the Bondholders, so long as any thereof shall remain Outstanding; but upon payment in full of the Bonds in accordance with Article IX of the Indenture and of all fees and charges of the Trustee and paying agent and any amounts owed to the Bond Insurer, all *references* in the Qualified Obligation to the Bonds, the Bondholders and the Trustee shall be ineffective, and neither the Trustee nor the Bondholders shall thereafter have any rights under the Qualified Obligation, save and except those that shall have theretofore vested or that arise from provisions under the Qualified Obligation which survive termination of the Qualified Obligation.

Tax Covenants

In order to maintain the exclusion of interest on the Bonds from gross income of the holders thereof for federal income tax purposes, and for no other purpose, the Municipality covenants in the Municipality Bond Resolution and in the Qualified Obligation to comply with each applicable requirement of the Code. In furtherance of the covenant contained in the preceding sentence, the Municipality agrees to comply with the tax certificates executed by the Municipality on the date of the issuance and delivery of the Bonds, as such tax certificate may be amended from time to time.

The Municipality will covenant and agree with the Trustee and the Bondholders that the Municipality will not take any action or omit to take any action, which action or omission, if reasonably expected on the date of initial issuance and delivery of the Bonds, would cause the Bonds to be “private activity bonds” or “arbitrage bonds” within the meaning of Sections 141(a) and 148(a), respectively, of the Code, or any successor provisions. The Municipality will make any and all payments required to be made to the United States Department of the Treasury in connection with the Bonds pursuant to Section 148(f) of the Code.

Upon the authentication and delivery of the Bonds, the Municipality will furnish to the Trustee certificates of an authorized Municipality representative to the effect that, on the basis of the facts, estimates, and circumstances in existence on the date of such authentication and delivery, it is not expected that the proceeds of the Bonds will be used in a manner that would cause such Bonds to be “arbitrage bonds” within the meaning of Section 148(a) of the Code and Treasury Regulations thereunder, and in such certificates the Municipality shall set forth such facts and circumstances which may be in brief and summary terms, and shall state that to the best of the knowledge and belief of such authorized Municipality representative, there are no other facts or circumstances that would materially change the expectations expressed in such certificate.

Notwithstanding any other provisions of the Qualified Obligation to the contrary, so long as necessary in order to maintain the exclusion of interest on the Bonds from gross income for of the holders thereof for federal income tax purposes under Section 103(a) of the Code, the covenants contained in the Municipality Bond Resolution shall survive the payment of the Bonds and the interest thereon, including any payment or defeasance thereof pursuant to Article IV of the Indenture.

Prepayment of the Qualified Obligation and Termination of the Qualified Obligation

(a) Unless an Event of Default has occurred and is continuing under the Qualified Obligation, the Municipality shall have the option to direct the Trustee to call for redemption prior to maturity the Outstanding Bonds, in whole or in part, as provided in Section 4.01 of the Indenture. The Bonds to be redeemed shall be redeemed at a price equal to their principal amount plus accrued interest as set forth in Section 4.01 of the Indenture upon not less than 30 days but no more than 45 days prior written notice. In the event the Bonds are called for redemption in whole or in part under the Indenture, a Redemption Payment shall be made by the Municipality in the amount of principal plus accrued interest and all other fees due under the Qualified Obligation to effectuate said redemption.

(b) If, after the Municipality exercises its option to redeem all Bonds, no Bonds remain Outstanding, the Indenture is discharged, and the Municipality has satisfied all of its obligations under the Qualified Obligation and under the Qualified Obligation, the Trustee and the

Bank shall execute and deliver to the Municipality and such instruments as the Municipality reasonably determines are necessary to terminate the Qualified Obligation.

(c) The Municipality shall pay to the Trustee at least 5 days prior to the Discharge Date, an amount equal to the Trustee's and paying agent's fees and expenses under the Indenture, accrued and to accrue until final payment and redemption of the Bonds and all other advances, fees, costs and expenses reasonably incurred and to be incurred on or before the termination date by the Trustee and paying agent under the Indenture and by the Bank under the Qualified Obligation; and

(d) On the termination date, a closing shall be held at the principal office of the Trustee, or any other office mutually agreed upon.

Upon discharge of the Indenture as provided for in Section 9.01 of the Indenture, the Bank will cause the Trustee to deliver a release of the Indenture and the estate created by the Qualified Obligation, and all further obligations of the Municipality under the Qualified Obligation, shall thereupon terminate; provided, however, that the Municipality shall also remain obligated to pay or reimburse the Bank and Trustee for the payment of all other fees, costs, and expenses unaccounted for in the sum paid in accordance with (c) above and reasonably incurred before or subsequent to such closing in connection with the Bonds. In no event shall the Qualified Obligation terminate unless all amounts due the Bond Insurer have been paid in full.

Direction of Investments

Except during the continuance of an Event of Default in the Qualified Obligation, the Municipality shall have the right during the term of the Qualified Obligation to direct the Trustee to invest or reinvest all monies held for the credit of the Funds and Accounts established by Article VI of the Indenture in such securities as are authorized by law for such funds, subject, however, to the further conditions of Article VIII of the Indenture.

Events of Default

Any one or more of the following events is an Event of Default under the Qualified Obligation, and the term "event of default," wherever used in the Qualified Obligation, means any one of the following events, whatever the reason for such default and whether it shall be voluntary or involuntary or be effected by operation of law or pursuant to any judgment, decree, or order of any court or any order, rule, or regulation of any administrative or governmental body:

(a) if the Municipality shall fail to pay any Qualified Obligation Payments due under the Qualified Obligation;

(b) if the Municipality shall fail to pay any Additional Charges on or before the date that the payment is due and shall continue to be in arrears for 15 days after the due date thereof;

(c) if the Municipality shall fail to observe and perform or shall breach any other covenant, condition or agreement on its part under the Qualified Obligation for a period of 15 days after mailing of a notice to it by the Bank or the Trustee, specifying such default or breach and requesting that it be remedied; and provided that if the failure stated in the notice cannot be corrected within 15 days, the Bank and Trustee will not unreasonably withhold their consent to an extension of such time if corrective action is instituted by the Municipality within said 15 days and is diligently pursued, for an additional 30 days;

(d) if the Municipality shall be dissolved or is no longer a “local governmental unit” within the meaning of the Bank Act;

(e) if any representation or warranty made by the Municipality in the Qualified Obligation, or by an officer or representative of the Municipality in any document or certificate furnished the Trustee or the Bank in connection with the Qualified Obligation or therewith or pursuant to the Qualified Obligation or thereto, shall prove at any time to be, in any material respect, incorrect or misleading as of the date made;

(f) the occurrence of an Event of Default under any other bond document which is not cured within the time period provided therefor, if any; or

(g) if there is a declaration or proceeding in bankruptcy regarding the Municipality.

Remedies

(a) Whenever any Event of Default specified in subsection (a) of the previous section shall have happened and be continuing the Trustee shall declare all the Qualified Obligations Payments payable for the remainder of the term of the Qualified Obligation (an amount equal to that necessary to pay in full the Qualified Obligation and the interest thereon assuming acceleration of the Bonds under the Indenture and to pay all other indebtedness thereunder) to be immediately due and payable whereupon the same shall become immediately due and payable by the Municipality but only if the acceleration of payment of the Bonds has been declared by the Trustee under Section 10.02 of the Indenture.

(b) Whenever any Event of Default under the Qualified Obligation shall have occurred and be continuing any one or more of the following remedial steps may also be taken to the extent permitted by law:

(1) the Trustee or the Bank may take whatever action at law or in equity may appear necessary or appropriate to collect all sums then due and thereafter to become due, or to enforce performance and observance of any obligation, agreement, covenant, representation or warranty of the Municipality, under the Municipality Bond Resolution and the Qualified Obligation or any related instrument; or to otherwise compensate the Bank, Trustee or Bondholders for any damages on account of such Event of Default; and

(2) the Bank (without the prior consent of the Trustee if the Trustee is not enforcing the Bank’s right in a manner to protect the Bank or is otherwise taking action that brings adverse consequences to the Bank) may take whatever action at law or in equity may appear necessary or appropriate to enforce its rights of indemnification under the Municipality Bond Resolution and the Qualified Obligation and to collect all sums then due and thereafter to become due to the Bank. Notwithstanding the foregoing, the Bank is not precluded from exercising any of its rights reserved to it even if the Trustee is exercising the rights of the Bank under the Qualified Obligation.

THE BONDS AS LEGAL INVESTMENTS

The Bonds shall be legal investments in which all public officers and public bodies of this State, its political subdivisions, all municipalities and municipal subdivisions, all insurance companies and associations, trust companies, savings banks and savings associations, investment companies and other persons carrying on a banking business, all administrators, guardians, executors, trustees and other fiduciaries, and all other persons whatsoever who are now or may hereafter be authorized to invest funds, including capital, in their control or belonging to them. The Bonds are also hereby made securities which may properly and legally be deposited with and received by all public officers and bodies of the State or any agency or political subdivisions of the state and all municipalities and public corporations for any purpose for which the deposit of bonds or other obligations of the State is now or may hereafter be authorized by law.

LITIGATION

There is not now pending or, to the Bank's knowledge, threatened any litigation restraining or enjoining the authorization, issuance, sale, validation, execution, or delivery of the Bonds or prohibiting the Bank from purchasing the Qualified Obligation of the Municipality with the proceeds of such Bonds or in any way contesting or affecting the validity of the Bonds, any proceedings of the Bank taken with respect to the authorization, issuance, sale, validation, execution, or delivery thereof, or the pledge or application of any monies or security provided for the payment of the Bonds. Neither the creation, organization, nor existence of the Bank nor the title of any of the present Directors nor other officers of the Bank to their respective offices is being contested.

There is not now pending or, to the knowledge of the Municipality described in **Appendix A**, threatened any litigation restraining or enjoining the authorization, issuance, sale, validation, execution, or delivery of the Qualified Obligation or prohibiting the Municipality described in **Appendix A** from delivering the Qualified Obligation to the Bank or in any way contesting or affecting the validity of the Qualified Obligation, any proceedings of the Municipality taken with respect to the authorization, issuance, sale, validation, execution, or delivery thereof, or the pledge or application of any monies or security provided for the payment of the Qualified Obligation.

TAX TREATMENT OF ORIGINAL ISSUE DISCOUNT

The Bonds maturing on _____, 20__ (the “Discount Bonds”), are being offered and sold to the public at an original issue discount (“OID”) from the amounts payable at maturity thereon. OID is the excess of the stated redemption price of a bond at maturity (the face amount) over the “issue price” of such bond. The issue price is the initial offering price to the public (other than to bond houses, brokers or similar persons acting in the capacity of underwriters or wholesalers) at which a substantial amount of bonds of the same maturity are sold pursuant to that initial offering. For federal income tax purposes, OID on a bond will accrue over the term of the bond, and for the Discount Bonds, the amount of accretion will be based on a single rate of interest, compounded semiannually (the “yield to maturity”). The amount of OID that accrues to an owner of a Discount Bond during any accrual period generally equals (i) the issue price of such Discount Bond plus the amount of OID accrued in all prior accrual periods, multiplied by (ii) the yield to maturity of such Discount Bond (determined on the basis of compounding at the close of each accrual period and properly adjusted for the length of the accrual period), minus (iii) any interest payable on such Discount Bond during such accrual period. The amount of OID so accrued in a particular accrual period will be considered to be received ratably on each day of the accrual period, will be excludable from gross income for federal income tax purposes, and will increase the owner’s tax basis in such Discount Bond.

Holders of Discount Bonds should consult their own tax advisors as to the treatment of OID and the tax consequences of the purchase of such Discount Bonds other than at the issue price during the initial public offering and as to the treatment of OID for state tax purposes.

TAX TREATMENT OF ORIGINAL ISSUE PREMIUM

The Bonds maturing on _____, 20__ (the “Premium Bonds”), have an issue price that is greater than the amount payable at maturity of such Premium Bonds. A purchaser of a Premium Bond must amortize any premium over such Premium Bond’s term using constant yield principles, based on the Premium Bond’s yield to maturity. As premium is amortized, the purchaser’s basis in such Premium Bond and the amount of tax-exempt interest received will be reduced by the amount of amortizable premium properly allocable to such purchaser. This will result in an increase in the gain (or decrease in the loss) to be recognized for federal income tax purposes on sale or disposition of such Premium Bond prior to its maturity. Even though the purchaser’s basis is reduced, no federal income tax deduction is allowed. Purchasers of any Premium Bond, whether at the time of initial issuance or subsequent thereto, should consult their tax advisors with respect to the determination and treatment of premium for federal income tax purposes, and with respect to state and local tax consequences of owning such Premium Bonds.

TAX MATTERS

In the opinion of Bond Counsel, interest on the Bonds is excludable from gross income for federal income tax purposes, pursuant to Section 103 of the Code. The opinion of Bond Counsel is based on certain certifications, covenants, and representations of the Bank and the Municipality (collectively, “Tax Covenants”) and is conditioned on continuing compliance therewith.

The Code imposes certain requirements which must be met subsequent to the issuance of the Bonds as a condition to the excludability from gross income of interest on the Bonds for federal tax purposes. Non-compliance with such requirements may cause interest on the Bonds to be includable in gross income for federal income tax purposes retroactive to its date of issue irrespective of the date on which such noncompliance occurs. Should the Bonds bear interest that is not excludable from gross income for federal income tax purposes, the market value of the Bonds would be materially and adversely affected. The Tax Covenants include covenants that (i) the Bank and the Municipality will not take or fail to take any action with respect to the Bonds if such action or omission would result in the loss of the exclusion from gross income for federal income tax purposes of interest on the Bonds, under Section 103 of the Code, and neither the Bank nor the Municipality will act in any other manner which would adversely affect such exclusion; (ii) the Bank and the Municipality will not make any investment or do any other act or thing during the period that the Bonds are outstanding which would cause the Bonds to be “arbitrage bonds” within the meaning of Section 148 of the Code; and (iii) if required by the Code, the Bank and the Municipality will rebate any necessary amounts to the United States of America. It is not an event of default under the Indenture if interest on the Bonds is not excludable from gross income for federal tax purposes or otherwise pursuant to any provision of the Code, which is not in effect on the date of issuance of the Bonds.

The interest on the Bonds is not a specific preference item for purposes of the federal individual or corporate alternative minimum taxes. However, interest on the Bonds is included in adjusted current earnings in calculating alternative minimum tax imposed on certain corporations.

Although Bond Counsel has rendered an opinion that interest on the Bonds is excludable from federal gross income and that the Bonds are exempt from income tax of the State, the accrual or receipt of interest on the Bonds may otherwise affect a bondholder’s federal income tax or State tax liability. The nature and extent of these other tax consequences will depend upon the bondholder’s particular tax status and a bondholder’s other items of income or deduction. Taxpayers who may be affected by such other tax consequences include, without limitation, financial institutions, certain insurance companies, S corporations, certain foreign corporations, individual recipients of Social Security or railroad retirement benefits and taxpayers who may be deemed to have incurred (or continued) indebtedness to purchase or carry the Bonds. Bond Counsel expresses no opinion regarding any other such federal or state tax consequences. Prospective purchasers of the Bonds should consult their own tax advisors with regard to the other tax consequences of owning the Bonds.

In the opinion of Bond Counsel interest on the Bonds is exempt from income taxation in the State under existing laws, regulations, rulings, and judicial decisions. This opinion relates only to the exemption of interest on the Bonds for State income tax purposes.

Certain current and other future legislative proposals, if enacted into law, clarification of the Code, or court decisions may cause interest on the Bonds to be subject, directly or indirectly and retroactively, to federal income taxation or to be subject to or exempted from State income taxation, or otherwise prevent Holders from realizing the full current benefit of the tax status of such interest. The introduction or enactment of any such current or future legislative proposals, clarification of the Code, or court decisions may also affect the market price for, or marketability of, the Bonds. Prospective purchasers of the Bonds should consult their own tax advisors regarding any pending

or proposed federal or state tax legislation, regulations, or litigation, as to which Bond Counsel expresses no opinion.

LEGAL MATTERS

The Underwriter of the Bonds shall receive the opinion of Bond Counsel to the effect that, based upon their participation in the preparation of the Official Statement, no facts have come to their attention which would lead them to believe that the Official Statement (except for financial statements and other financial and statistical data contained therein, as to which they will express no opinion or belief) contains any untrue statement of a material fact or omits to state any material fact necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading.

Certain legal matters incident to the authorization and issuance of the Bonds by the Bank are subject to the approval of Bond Counsel whose approving opinion will be delivered concurrently with the delivery of Bonds, including the information pertaining to the Bonds under the captions “LITIGATION”, “TAX MATTERS”, “LEGAL MATTERS”, and “CONTINUING DISCLOSURE”. Certain legal matters will be passed upon for the Bank by its counsel, Balch & Bingham LLP, Jackson, Mississippi, and for the Municipality by its counsel, Hunt Ross & Allen, P.A., Southaven, Mississippi.

Bond Counsel for the Bank is also serving as Bond Counsel to the Municipality in connection with the execution and delivery of the Qualified Obligation.

The remedies available to the Trustee, to the Bank, to the Bond Insurer, or to the owners of the Bonds upon an Event of Default under the Indenture or under the terms of the Qualified Obligation purchased by the Bank are in many respects dependent upon judicial actions which are often subject to discretion and delay. Under existing constitutional and statutory law and judicial decisions, including specifically the Bankruptcy Code, the remedies provided in the Indenture and under the Qualified Obligation may not be readily available or may be limited. The various legal opinions to be delivered concurrently with the delivery of the Bonds will be qualified as to the enforceability of the various legal instruments by limitations imposed by bankruptcy, reorganization, insolvency, or other similar laws affecting the rights of creditors generally (regardless of whether such enforceability is considered in a proceeding in equity or in law), by general principles of equity (regardless of whether such proceeding is considered in a proceeding in equity or at law) and by the valid exercise of the constitutional powers of the State and the United States of America.

CONTINUING DISCLOSURE

The Municipality will execute a Continuing Disclosure Agreement for the benefit of holders of the Certificates wherein the Municipality will agree to provide annually certain financial information and operating data relating to the Municipality (the “Annual Reports”), and to provide notices through the Electronic Municipal Market Access (“EMMA”) system established by the Municipal Securities Rulemaking Board (the “MSRB”) (or such other system as may be subsequently authorized by the MSRB). The Annual Reports and notices of material events will be filed by the Municipality through the EMMA system (or such other system as may be subsequently

authorized by the MSRB). The specific nature of the information to be contained in the Annual Reports or the notices of material events and the other provisions of the Continuing Disclosure Agreement are set forth in **Appendix E** hereto.

A failure by the Municipality to comply with the Continuing Disclosure Agreement must be reported in accordance with Rule 15c2-12 (the “Rule”) promulgated by the Securities and Exchange Commission of the United States of America and must be considered by any broker, dealer, or municipal securities dealer before recommending the purchase or sale of the Certificates in the secondary market. Consequently, such a failure may adversely affect the transferability and liquidity of the Certificates and their market price.

[The Municipality is obligated to make continuing disclosure filings under prior continuing disclosure agreements for the following obligations: _____; all of which require annual operating and financial information, audited financial statements, and budgets to be filed annually.]

[insert additional information]

The Municipality’s intention is to file the information required under the Continuing Disclosure Agreement for the Certificates in a complete and timely manner. As new continuing disclosure agreements are entered into and the obligations under prior continuing disclosure agreements terminate, the Municipality’s goal is to make the information required to be filed and the submission deadlines uniform to facilitate compliance.

MUNICIPAL ADVISOR

The Municipality has retained the firm of Government Consultants, Inc., Madison, Mississippi, as independent registered municipal advisor (the “Municipal Advisor”) to the Municipality in connection with the issuance and sale of the Bonds. In such capacity, the Municipal Advisor has provided recommendations and other financial guidance to the Municipality with respect to the preparation of documents, the preparation for the sale of the Bonds at the time of the sale, market conditions, and other factors related to the sale of the Bonds.

UNDERWRITING

The Bonds have been sold by negotiated sale to _____, _____, _____ (the “Underwriter”), and the Underwriter has agreed, subject to certain conditions set forth in the bond purchase agreement among the Underwriter, the Bank, and the Municipality, to purchase all of the Bonds from the Bank at a purchase price of \$_____ (representing the par amount of the Bonds of \$_____*, plus a net original issue premium of \$_____, and less underwriter’s discount of \$_____). No assurance can be given that any trading market will develop for the Bonds after their initial sale to said Underwriter. The Municipality has no control over the prices at which the Bonds will initially be reoffered to the public.

VALIDATION

Prior to issuance, the Qualified Obligation of the Municipality and the Bonds of the Bank, respectively, will be validated before the Chancery Court of the Municipality and the Chancery Court of Hinds County, Mississippi, respectively, as provided by Sections 31-13-1 *et seq.*, Mississippi Code of 1972, as amended.

BOND INSURANCE

Municipal Bond Insurance Policy

Concurrently with the issuance of the Bonds, _____ (“_____”) will issue its Municipal Bond Insurance Policy for the Bonds (the “Policy”). The Policy guarantees the scheduled payment of principal of and interest on the Bonds when due as set forth in the form of the Policy included as an exhibit to this Official Statement.

[insert additional information]

MISCELLANEOUS

The Bank’s offices are located at 735 Riverside Drive, Suite 300, Jackson, Mississippi 39202, telephone (601) 355-6232.

All quotations from, and summaries and explanations of, the Act, the Indenture and the Qualified Obligation contained in this Official Statement do not purport to be complete, and reference is made to each such document or instrument for full and complete statements of its provisions. The attached appendices are an integral part of this Official Statement and must be read together with all of the foregoing statements. Copies in reasonable quantity of the Act, the Indenture, the Qualified Obligation, and the supplemental materials furnished to the Bank by the Municipality may be obtained upon written request to the Bank.

Neither any advertisement for the Bonds nor this Official Statement is to be construed as constituting an agreement with the purchasers of the Bonds. So far as any statements are made in this Official Statement involving matters of opinion, whether or not expressly so stated, they are intended merely as such and not as representations of fact.

This Official Statement has been duly approved, executed, and delivered by the Bank. The Bank will provide copies of this Official Statement to be distributed to the purchasers of the Bonds.

Mississippi Development Bank

By: _____
Executive Director

Appendix A

Economic and Demographic Information Concerning the Municipality

Appendix B

Financial Information of the Municipality, including Audited Financial Statements for the Fiscal Year Ended _____, 20__; the Budget for the Fiscal Year Ended _____, 20__; the Budget for the Fiscal Year Ending _____, 20__; the Budget for the Fiscal Year Ending _____, 20__

Appendix C

Form of Opinion of Bond Counsel

_____, 2023

Re: \$_____ * Mississippi Development Bank Special Obligation Bond, Series 2023 (City of Horn Lake, Mississippi, General Obligation Public Improvement Project)

To whom it may concern:

We have acted as Bond Counsel in connection with the issuance by the Mississippi Development Bank (the "Issuer" or the "Bank") of its Special Obligation Bond, Series 2023 (City of Horn Lake, Mississippi, General Obligation Public Improvement Project), in the principal amount of \$_____*, dated and issued _____2023 (the "Bonds"), pursuant to an Indenture of Trust (the "Indenture"), dated _____, 2023, by and between Issuer and _____, _____, _____, as trustee for the Bonds (the "Trustee").

The Bonds are being issued by the Issuer for the principal purpose of providing funds to City of Horn Lake, Mississippi (the "Municipality"), for the purpose of (i) erecting municipal buildings, auditoriums, community centers, gymnasiums, and athletic stadiums, preparing and equipping athletic fields, and purchasing buildings or land therefor, and for repairing, improving, adorning, and equipping the same; erecting or purchasing waterworks, gas, electric, and other public utility plants or distribution systems or franchises, and repairing, improving, and extending the same; establishing sanitary, storm, drainage, or sewerage systems, and repairing, improving, and extending the same; protecting the Municipality, its streets, and sidewalks from overflow, caving banks, and other like dangers; constructing, improving, or paving streets, sidewalks, driveways, parkways, walkways, or public parking facilities, and purchasing land therefor; purchasing land for parks and public playgrounds, and improving, equipping, and adorning the same, including the constructing, repairing, and equipping of swimming pools and other recreational facilities; constructing bridges and culverts; altering or changing the channels of streams and water courses to control, deflect, or guide the current thereof; purchasing fire-fighting equipment and apparatus, and providing housing for same, and purchasing land therefor; purchasing machinery and equipment which have an expected useful life in excess of 10 years, but specifically not including any motor vehicles weighing less than 12,000 pounds (the "Authorized Purposes"); (ii) funding a

capitalized interest account, if necessary; and, (iii) paying the costs of the authorization, issuance, sale, validation, and delivery of the debt obligations (together, the “Project”).

We have examined the law and a certified transcript of proceedings of the Issuer relative to the authorization, issuance, and sale of the Bonds and such other papers as we deem necessary to render this opinion, including the tax covenants and representations of the Bank made in the resolution adopted by the Board of Directors of the Bank on _____, 2023 (the “Bank Bond Resolution”) for the authorization, issuance, and sale of the Bonds.

We have examined the law and a certified transcript of proceedings of the Municipality relative to the authorization, issuance, and sale of the Qualified Obligation by the Municipality to the Bank and such other papers as we deem necessary to render this opinion, including the tax covenants and representations of the Municipality made in the resolution adopted by the Mayor and Board of Aldermen of the Municipality on April 18, 2023, and May 16, 2023 (the “Municipality Bond Resolution”) for the authorization, issuance, and sale of the Municipality’s General Obligation Public Improvement Bond, Series 2023 (City of Horn Lake, Mississippi, General Obligation Public Improvement Project), dated and issued _____, 2023, issued in the aggregate principal amount of \$_____ * (the “Qualified Obligation”)

Together, the tax representations and covenants of the Municipality and the tax representations and covenants of the Issuer are referred to herein as the “Tax Representations and Covenants”.

We have relied upon the certified transcript of proceedings and other certificates of public officials, including the Tax Representations and Covenants, and have not undertaken to verify any facts by independent investigation.

Capitalized terms not defined herein shall have the definitions set forth in the Indenture and the Municipality Bond Resolution.

Based upon our examination, we are of the opinion, as of the date hereof, as follows:

1. The Bonds are the valid and binding special obligations of the Issuer enforceable in accordance with the terms thereof. The Bonds are payable from and secured only by the certain payments and funds to be received by the Issuer and the Trustee and pledged to the Bonds under the Indenture.

2. The Indenture is a valid and binding agreement of the Issuer enforceable in accordance with its terms. The Indenture creates the valid pledge which it purports to create of the Funds and Accounts and the payments due on the Qualified Obligation, including the investments thereof, subject to the application thereof to the purposes and on the conditions permitted by the Indenture.

3. Under statutes, decisions, regulations, and rulings existing on this date, interest on the Bonds is exempt from income taxation in the State of Mississippi. This opinion relates only to the tax exemption of interest on the Bonds from income taxation in the State of Mississippi.

4. Under federal statutes, decisions, regulations, and rulings existing on this date, (a) interest on the Bonds is excludable from gross income for purposes of federal income taxation pursuant to Section 103 of the Internal Revenue Code of 1986, as amended and in effect on this date (the "Code") and (b) the Bonds are not "specified private activity bonds". The opinions set forth in the immediately preceding sentence are subject to the condition that the Issuer and the Municipality comply with all requirements of the Code, compliance with which subsequent to the issuance of the Bonds is necessary in order that interest thereon be, or continue to be, excluded from gross income for federal income tax purposes. The Issuer and the Municipality have covenanted to comply with each such requirement. Failure to comply with certain of such requirements may cause the inclusion of interest on the Bonds in gross income for federal income tax purposes to be retroactive to the date of issuance of the Bonds.

5. To the best of our knowledge, the information contained in the Official Statement under the captions "INTRODUCTION," "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS," "DESCRIPTION OF THE BONDS," "APPLICATION OF THE PROCEEDS OF THE BONDS," "THE INDENTURE," "THE QUALIFIED OBLIGATION," "TAX MATTERS," "LEGAL MATTERS," "CONTINUING DISCLOSURE," and "MISCELLANEOUS", insofar as such information purports to summarize certain provisions of the bond documents, presents a fair and accurate summary of such provisions. To the best of our knowledge, the information under the aforesaid captions also does not contain any

untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading in any material respect.

It is to be understood that the rights of the owners of the Bonds and the enforceability of the Bonds and the Indenture may be subject to bankruptcy, insolvency, reorganization, moratorium, and other similar laws affecting creditors' rights heretofore or hereafter enacted and that their enforcement may be subject to the exercise of judicial discretion in accordance with general principles of equity.

Very truly yours,

WATKINS & EAGER PLLC

Appendix D

Summary of Definitions in the Indenture

Accounts

“Accounts” shall mean the accounts created pursuant to the Indenture.

Act

“Act” shall mean, together, the Bank Act and the Municipality Improvements Act.

Authorized Officer

“Authorized Officer” shall mean the President, Vice President, Executive Director, or Secretary of the Bank, or such other person or persons who are duly authorized to act on behalf of the Bank.

Authorized Purpose

“Authorized Purpose” means providing funds for the costs of raising money for the purpose of (i) erecting municipal buildings, auditoriums, community centers, gymnasiums, and athletic stadiums, preparing and equipping athletic fields, and purchasing buildings or land therefor, and for repairing, improving, adorning, and equipping the same; erecting or purchasing waterworks, gas, electric, and other public utility plants or distribution systems or franchises, and repairing, improving, and extending the same; establishing sanitary, storm, drainage, or sewerage systems, and repairing, improving, and extending the same; protecting the Municipality, its streets, and sidewalks from overflow, caving banks, and other like dangers; constructing, improving, or paving streets, sidewalks, driveways, parkways, walkways, or public parking facilities, and purchasing land therefor; purchasing land for parks and public playgrounds, and improving, equipping, and adorning the same, including the constructing, repairing, and equipping of swimming pools and other recreational facilities; constructing bridges and culverts; altering or changing the channels of streams and water courses to control, deflect, or guide the current thereof; purchasing fire-fighting equipment and apparatus, and providing housing for same, and purchasing land therefor; purchasing machinery and equipment which have an expected useful life in excess of 10 years, but specifically not including any motor vehicles weighing less than 12,000 pounds.

Bank

“Bank” shall mean the Mississippi Development Bank, a public body corporate and politic of the State, exercising essential public functions and organized under the provisions of the Bank Act.

Bank Act

“Bank Act” shall mean Sections 31-25-1 *et seq.*, Mississippi Code of 1972, as amended.

Bonds

“Bonds” shall mean the Mississippi Development Bank Special Obligation Bond, Series 2023 (City of Horn Lake, Mississippi, General Obligation Public Improvement Project), in the principal amount

of \$ _____ *, dated and issued _____, 2023, out of the maximum authorized amount of \$9,000,000.

Bond Counsel

“Bond Counsel” means an attorney or firm of attorneys approved by the Municipality and the Bank which are nationally recognized in the area of municipal law and matters relating to the exclusion of interest on state and local government bonds from gross income under federal tax law. Watkins & Eager PLLC, Jackson, Mississippi, is serving as Bond Counsel in connection with the authorization, issuance, sale, validation, and delivery of the Qualified Obligation and the Bonds.

Bondholder

“Bondholder”, “Holder” or “holder of Bonds” or “owner of Bonds” or any similar term shall mean the Registered Owner of any Bond in whose name a Bond is registered in the Bond Register.

Bond Insurer

“Bond Insurer” or “_____” shall mean _____ or another such municipal bond insurer, if any, as is approved for such purpose by both the Underwriter and by the Municipality, or any successor thereto or assignee thereof.

Bond Issuance Expense Account

“Bond Issuance Expense Account” shall mean the account by that name created by the Indenture.

Bond Register

“Bond Register” shall mean the registration records of the Bank kept by the Trustee to evidence the registration and transfer of the Bonds.

Business Day

“Business Day” means any day other than (a) a Saturday, (b) a Sunday, (c) any other day on which banking institutions in New York, New York, or Jackson, Mississippi, are authorized or required not to be open for the transaction of regular banking business, (d) any day the offices of the City Clerk in the Municipality are closed, or (e) a day on which the New York Stock Exchange is closed.

Closing Date

“Closing Date” shall mean, in connection with the Bonds, the date on which the Bonds are delivered by the Bank to, and paid for by, the Underwriter.

Code

“Code” or “Internal Revenue Code” shall mean the Internal Revenue Code of 1986, as amended, and all applicable Treasury Regulations promulgated thereunder.

Costs of Issuance

“Costs of Issuance” shall mean any and all costs and expenses relating to the issuance, sale and delivery of the Bonds, and the execution and delivery of the Qualified Obligation, the Indenture, the Intercept Agreement, and the Qualified Obligation, including, but not limited to, all fees and expenses of legal counsel, financial consultants, feasibility consultants and accountants, the initial fees and expenses of the Trustee, any fee to be paid to the Bank, bond or reserve fund insurance premiums, credit enhancements or liquidity facility fees, the preparation and printing of this Qualified Obligation, the Qualified Obligation, the Indenture, any preliminary official statement and final official statement, the Bonds, and all other related closing documents, and all other expenses relating to the issuance, sale and delivery of the Bonds required to be paid from the proceeds of the Bonds.

Counsel

“Counsel” shall mean an attorney duly admitted to practice law before the highest court of any state and approved by the Bank and the Trustee.

Default

“Default” shall mean an event or condition the occurrence of which, with the lapse of time or the giving of notice or both, would become an Event of Default under the Indenture.

Event of Default

Event of Default shall mean any occurrence or event specified in the Indenture.

Funds

“Funds” shall mean the funds created pursuant to the Indenture (other than the Rebate Fund).

General Account

“General Account” shall mean the account by that name created by the Indenture.

General Fund

“General Fund” shall mean the fund by that name created by the Indenture.

Governing Body

“Governing Body” shall mean the Mayor and Board of Aldermen of the Municipality.

Governmental Obligations

“Governmental Obligations” means to the extent permitted by State law: (a) direct obligations of the United States of America; (b) obligations guaranteed as to principal and interest by the United States of America or any federal agency whose obligations are backed by the full faith and credit of the United States of America, including but not limited to the: Department of Housing and Urban Development, Export-Import Bank, Federal Housing Administration, Maritime Administration, Small Business Administration, which obligations include but are not limited to certificates or

receipts representing direct ownership of future interest or principal payments on obligations described in clause (a) or in this clause (b) and which are held by a custodian in safekeeping on behalf of the holders of such receipts; and (c) obligations of any state of the United States of America or any political subdivision thereof, the full payment of principal of, premium, if any, and interest on which (i) is fully and unconditionally guaranteed or insured by the United States of America, or (ii) is provided for by an irrevocable deposit of the securities described in clause (i) to the extent such investments are permitted by law.

All Government Obligations must provide for the timely payment of principal and interest and cannot be callable or prepayable prior to maturity or earlier redemption of the Bonds (excluding securities that do not have a fixed par value and/or whose terms do not promise a fixed dollar amount at maturity or call date).

Indenture

“Indenture” shall mean the Indenture of Trust, and all supplements and amendments hereto entered into by and between the Bank and the Trustee, dated _____, 2023.

Intercept Agreement

“Intercept Agreement” shall mean the Intercept Agreement entered into by and between the Bank and the Municipality, and accepted by the Trustee, dated _____, 2023.

Interest Payment Date

“Interest Payment Date” shall mean any date on which interest is payable on the Bonds, and for the Bonds, _____ 1 and _____ 1, commencing _____, 20__.

Investment Securities

“Investment Securities” means any of the following to the extent such investments are permitted by State law: (a) obligations of the State, any municipality of the State or the United States of America rated at least “A” by S&P or Moody’s; (b) obligations the principal and interest of which are fully guaranteed by the State or the United States of America; (c) obligations of any corporation wholly owned by the United States of America; (d) obligations of any corporation sponsored by the United States of America which are or may become eligible as collateral for advances to member banks as determined by the Board of Governors of the Federal Reserve System; (e) obligations of insurance firms or other corporations whose investments are rated “AA” or better by recognized rating companies; (f) certificates of deposit or time deposits of qualified depositories of the State as approved by the State Depository Commission, secured in such manner, if any, as the Bank shall determine; (g) contracts for the purchase and sale of obligations of the type specified in items (a) through (e) above; (h) repurchase agreements secured by obligations specified in items (a) through (e) above; or (i) money market funds, rated “AAm” or “AAm-G” or better by S&P, the assets of which are required to be invested in obligations specified in items (a) through (f) above.

Local Governmental Units

“Local Governmental Units”, as defined in the Bank Act, shall mean (a) any Municipality, municipality, utility district, regional solid waste authority, Municipality cooperative service district, or political subdivision of the State, (b) the State or any agency thereof, (c) the institutions of higher learning of the State, (d) any education building corporation established for institutions of higher learning of the State, or (e) any other governmental unit created under State law, such as the Municipality.

Monies

“Monies” shall mean the monies available for intercept, including, but not limited to, (a) any monies held by the Mississippi Department of Revenue, or any other agency, department, or commission created under the laws of the State (the “State Agencies”), and (b) any reimbursement and other miscellaneous items which may be due to the Municipality from the State from time to time.

Municipality

“Municipality” shall mean the City of Horn Lake, Mississippi, or any successor thereto.

Municipality Bond Resolution

“Municipality Bond Resolution” shall mean the resolutions adopted by the Governing Body of the Municipality on April 18, 2023, and May 16, 2023, authorizing and directing the issuance of the Bonds.

Notice Address

“Notice Address” shall mean, with respect to the Municipality, the Municipality’s address given in connection with the execution and delivery of the Qualified Obligation to the Bank, and, with respect to the Bank, the Trustee and the Underwriter:

Bank: Mississippi Development Bank
723 Riverside Drive, Suite 300
Jackson, Mississippi 39202
Attention: Executive Director

Trustee: _____

Attention: _____

Underwriter: _____

Attention: _____

Bond Insurer: _____

Attention: _____

Opinion of Bond Counsel

“Opinion of Bond Counsel” shall mean an opinion by a nationally recognized firm experienced in matters relating to the tax exemption for interest payable on obligations of states and their instrumentalities and political subdivisions under federal law, and which is acceptable to the Bank and the Trustee.

Opinion of Counsel

“Opinion of Counsel” shall mean a written opinion of Counsel addressed to the Trustee, for the benefit of the owners of the Bonds, who may (except as otherwise expressly provided in this Indenture) be Counsel to the Bank or Counsel to the owners of the Bonds and who is acceptable to the Trustee.

Outstanding

“Outstanding” or “Bonds Outstanding” shall mean all Bonds which have been authenticated and delivered by the Trustee under the Indenture, including Bonds held by the Bank, except:

- (a) Bonds canceled after purchase in the open market or because of payment at or redemption prior to maturity;
- (b) Bonds deemed paid under the Indenture; and
- (c) Bonds in lieu of which other Bonds have been authenticated under the Indenture.

Policy

“Policy” or “Municipal Bond Insurance Policy” shall mean the insurance policy, if any, issued by the Bond Insurer guaranteeing the scheduled payment of principal of and interest on the Bonds when due.

Program

“Program” means the Bank’s program for purchasing securities of or making loans to “local governmental units” pursuant to the Act, including the Bank’s purchase of the Qualified Obligation.

Project

“Project” means (i) providing funds for the Authorized Purpose; (ii) funding a capitalized interest account, if necessary; and (iii) paying the costs of the authorization, issuance, sale, validation, and delivery of the Qualified Obligation and the Bonds.

Program Expenses

“Program Expenses” means all of the fees and expenses of the Trustee relating to the Bonds or Qualified Obligation and costs of determining the amount rebatable, if any, to the United States of America under Article VI of the Indenture, all to the extent properly allocable to the Program and approved in writing by the Bank.

Purchase Account

“Purchase Account” means the account by that name created by Section 6.02 of the Indenture.

Qualified Obligation

“Qualified Obligation” shall mean the Municipality’s General Obligation Public Improvement Bond, Series 2023 (City of Horn Lake, Mississippi, General Obligation Public Improvement Project), dated and issued _____, 2023, issued in the aggregate principal amount of \$ _____ *, of the maximum authorized amount of \$9,000,000, issued pursuant to the Act.

Qualified Obligation Payment

“Qualified Obligation Payment” shall mean the amounts paid or required to be paid, from time to time, for principal of, premium, if any, and interest on the Qualified Obligation held by the Trustee pursuant to the Indenture.

Qualified Obligation Purchase Agreement

“Qualified Obligation Purchase Agreement” means that certain Qualified Obligation Purchase Agreement, dated _____, 2023, by and between the Municipality and the Bank in connection with the issuance and sale of the Qualified Obligation.

Rebate Fund

“Rebate Fund” shall mean the fund by that name created by the Indenture.

Record Date

“Record Date” shall mean, with respect to any Interest Payment Date, the 15th day of the calendar month next preceding such Interest Payment Date.

Redemption Account

“Redemption Account” shall mean the account by that name created by the Indenture.

Redemption Price

“Redemption Price” shall mean, with respect to any Bond, the principal amount thereof, plus the applicable premium, if any, payable upon redemption prior to maturity.

Refunding Bonds

“Refunding Bonds” shall mean Bonds issued pursuant to the Indenture and any Supplemental Indenture.

Registered Owner

“Registered Owner” shall mean the person or persons in whose name any Bond shall be registered on the Bond Register.

Revenues

“Revenues” shall mean the Funds and Accounts and all income, revenues, and profits of the Funds and Accounts referred to in the granting clauses hereof including, without limitation, all Qualified Obligation Payments, and any additional amount paid to the Trustee under the Qualified Obligation.

Security Documents

“Security Documents” shall mean the Indenture, the Qualified Obligation, the Intercept Agreement, and the Bonds, and any additional or supplemental documents executed in connection with the Bonds.

State

“State” shall mean the State of Mississippi.

Supplemental Indenture

“Supplemental Indenture” shall mean an indenture supplemental to or amendatory of this Indenture, executed by the Bank and the Trustee in accordance with the Indenture.

Treasury Regulations

“Treasury Regulations” shall mean all proposed, temporary or permanent federal income tax regulations then in effect and applicable.

Trust Estate

“Trust Estate” shall mean the property, rights, and amounts pledged and assigned to the Trustee pursuant to the Indenture, including (i) all cash and securities in the Funds and Accounts established by the Indenture (except the Rebate Fund), (ii) the Qualified Obligation and payments due thereunder, the earnings thereon, and the proceeds thereof, and (iii) all other funds, accounts, and monies pledged to the Trustee as security for the Bonds by the Bank.

Appendix E

Form of Continuing Disclosure Agreement

CONTINUING DISCLOSURE AGREEMENT

This Continuing Disclosure Agreement (this “Disclosure Agreement”) is dated _____, 2023, by and between City of Horn Lake, Mississippi (the “Municipality”), in connection with the issuance of \$ _____* Mississippi Development Bank Special Obligation Bond, Series 2023 (City of Horn Lake, Mississippi, General Obligation Public Improvement Project), dated and issued _____, 2023 (the “Bonds”). The Bonds are being issued pursuant to an Indenture of Trust (the “Indenture”) dated _____, 2023, between the Mississippi Development Bank (the “Bank”) and _____, _____, _____, as trustee (the “Trustee”). The proceeds of the Bonds will be used by the Bank to purchase the General Obligation Public Improvement Bond, Series 2023 (City of Horn Lake, Mississippi, General Obligation Public Improvement Project), dated and issued _____, 2023, issued in the aggregate principal amount of \$ _____*, of the Municipality (the “Qualified Obligation”).

The Municipality covenants and agrees as follows:

SECTION 1. Purpose of the Disclosure Agreement. This Disclosure Agreement is being executed and delivered by the Municipality for the benefit of the Bondholders and Beneficial Owners and in order to assist the Underwriter in complying with S.E.C. Rule 15c2-12(b)(5).

SECTION 2. Definitions. In addition to the definitions set forth in the Indenture which apply to any capitalized term used in this Disclosure Agreement unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

“Annual Report” means any Annual Report provided by the Municipality pursuant to, and as described in, Sections 3 and 4 of this Disclosure Agreement.

“Beneficial Owner” means any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries) or (b) is treated as the owner of any Bonds for federal income tax purposes.

“Dissemination Agent” means a banking institution or other person or entity appointed by resolution of the Municipality as the Dissemination Agent hereunder, or any successor Dissemination Agent designated in writing by the Municipality and which has provided the Municipality a written acceptance of such designation.

“EMMA” means MSRB’s Electronic Municipal Market Access system on the MSRB Website.

“Listed Event” means any of the events listed in Section 5 of this Disclosure Agreement.

“MSRB” means the Municipal Securities Rulemaking Board established under the 1933 Securities Act, as amended, or any successor thereto.

“MSRB Website” means www.emma.msrb.org.

“National Repository” means (a) MSRB’s EMMA, and (b) in the future, any successor repository or repositories prescribed by the SEC for the purpose of serving as repository under the Rule.

“Official Statement” means the Official Statement dated _____, 2023, pertaining to the Bonds.

“Repository” means each National Repository and the State Repository.

“Required Electronic Format” means the electronic format then prescribed by the SEC or the MSRB pursuant to the Rule.

“Rule” means Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

“State” means the State of Mississippi.

“State Repository” means any public or private repository or entity designated by the State as a state repository for the purpose of the Rule and recognized as such by the Securities and Exchange Commission. As of the date of this Disclosure Agreement, there is no State Repository.

“Submission Date” means the date on which the Annual Report is submitted to the Repositories pursuant to Section 3 of this Disclosure Agreement, which shall be a date not later than 12 months after the end of the Municipality’s fiscal year (presently September 30), commencing with the report for the 2023 fiscal year.

“Underwriter” means _____, _____, _____, the underwriter for the Bonds.

SECTION 3. Provision of Annual Reports.

(a) The Municipality shall, or shall cause the Dissemination Agent to, not later than the Submission Date, provide to each Repository an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Agreement. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference

other information as provided in Section 4 of this Disclosure Agreement; provided that the audited financial statements of the Municipality may be submitted separately from the balance of the Annual Report and later than the date required above for the filing of the Annual Report if they are not available by that date. If the Municipality's fiscal year changes, it shall give notice of such change in the same manner as for a Listed Event under Section 5.

(b) Not later than 15 Business Days prior to the Submission Date, the Municipality shall provide the Annual Report to the Dissemination Agent (if other than the Municipality). If the Municipality is unable to provide to the Repositories an Annual Report by the Submission Date, the Municipality shall send a notice to each Repository or the Municipal Securities Rulemaking Board and the State Repository, if any, in substantially the form attached as "**Exhibit A.**"

(c) The Dissemination Agent shall:

(1) determine each year prior to the Submission Date the name and address of each National Repository and the State Repository, if any; and

(2) if the Dissemination Agent is other than the Municipality, file a report with the Municipality certifying that the Annual Report has been provided pursuant to this Disclosure Agreement, stating the date it was provided and listing all the Repositories to which it was provided.

SECTION 4. Content of Annual Reports. The Municipality's Annual Report shall contain or include by reference (a) financial information of the type included in the subsections of the Official Statement entitled "Assessed Valuation," "Tax Levy Per \$1,000 Valuation," "Outstanding General Obligation Public Improvement Bonded Debt," and "Ad Valorem Tax Collections", and (b) the audited financial statements of the Municipality for the prior fiscal year, prepared in accordance with generally accepted accounting principles as promulgated to apply to governmental entities from time to time by the Governmental Accounting Standards Board; provided that the audited financial statements of the Municipality may be submitted separately from the balance of the Annual Report and later than the date required above for the filing of the Annual Report if they are not available by that date. Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the Municipality or related public entities, which have been submitted to each of the Repositories or the Securities and Exchange Commission. If the document included by reference is a final official statement, it must be available from the Municipal Securities Rulemaking Board. The Municipality shall clearly identify each such other document so included by reference.

SECTION 5. Reporting of Significant Events. The Municipality shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds, in a timely manner not in excess of 10 Business Days after the occurrence thereof:

- (1) principal and interest payment delinquencies;
- (2) non-payment related defaults, if material;
- (3) unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) substitution of credit or liquidity providers, or their failure to perform;
- (6) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security;
- (7) modifications to rights of security holders, if material;
- (8) bond calls, if material, and tender offers;
- (9) defeasances;
- (10) release, substitution or sale of property securing repayment of the securities, if material;
- (11) rating changes;
- (12) bankruptcy, insolvency, receivership or similar event of the Municipality;
- (13) consummation of a merger, consolidation, or acquisition involving the Municipality, the sale of all or substantially all of the assets of the Municipality other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms; and
- (14) appointment of a successor or additional trustee or the change of name of a trustee, if material; and
- (15) incurrence of a financial obligation (as defined in the Rule) of the Municipality, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the Municipality, any of which may affect security holders, if material; and

(16) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the Municipality, any of which reflect financial difficulties.

The events listed above are quoted from the Rule and some may not be applicable to the Municipality or the Bonds.

SECTION 6. Termination of Reporting Obligation. The Municipality's obligations under this Disclosure Agreement shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds. If such termination occurs prior to the final maturity of the Bonds, the Municipality shall give notice of such termination in the manner as for a Listed Event under Section 5.

SECTION 7. Dissemination Agent. The Municipality may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Agreement, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. The Dissemination Agent shall not be responsible in any manner for the content of any notice or report prepared by the Municipality pursuant to this Disclosure Agreement. From the date hereof until such time (if any) that the Municipality appoints a Dissemination Agent, or if a Dissemination Agent appointed by the Municipality resigns or is discharged and the Municipality does not appoint a successor Dissemination Agent, the Municipality, acting through the City Clerk of the Municipality, shall carry out the duties of the Dissemination Agent under this Disclosure Agreement.

SECTION 8. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Agreement, the Municipality may amend this Disclosure Agreement and any provision of this Disclosure Agreement may be waived, only if (1) the amendment or waiver is made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in identity, nature, or status of the Municipality, (2) the agreement, as amended, would have complied with the Rule at the date of sale of the Bonds, taking into account any amendments or interpretations of the Rule as well as any change in circumstance, and (3) the Municipality receives an opinion of nationally recognized bond counsel to the effect that the amendment or waiver does not materially impair the interests of the holders and beneficial owners of the Bonds. A copy of any amendment will be filed in a timely manner with each Repository.

SECTION 9. Additional Information. Nothing in this Disclosure Agreement shall be deemed to prevent the Municipality from disseminating any other information, using the means of dissemination set forth in this Disclosure Agreement or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event,

in addition to that which is required by this Disclosure Agreement. If the Municipality chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Agreement, the Municipality shall have no obligation under this Disclosure Agreement to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

SECTION 10. Default. In the event of a failure of the Municipality to comply with any provision of this Disclosure Agreement, any Bondholder or Beneficial Owner may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the Municipality to comply with its obligations under this Disclosure Agreement. A default under this Disclosure Agreement shall not be deemed an Event of Default under the Indenture, and the sole remedy under this Disclosure Agreement in the event of any failure of the Municipality to comply with this Disclosure Agreement shall be an action to compel performance.

SECTION 11. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement, and the Municipality agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The obligations of the Municipality under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds.

SECTION 12. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the Municipality, the Dissemination Agent, the Underwriter, and the Bondholders and Beneficial Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

IN WITNESS WHEREOF, the Municipality has caused this Disclosure Agreement to be executed by its officers, duly authorized, all as of the date first above written.

City of Horn Lake, Mississippi

(seal)

By:

Mayor

ATTEST:

By: _____

City Clerk

EXHIBIT A

**NOTICE TO REPOSITORIES OF
FAILURE TO FILE ANNUAL REPORT**

Name of Issuer: City of Horn Lake, Mississippi

Name of Bonds: \$_____*

Mississippi Development Bank Special Obligation Bond, Series 2023

(City of Horn Lake, Mississippi, General Obligation Public Improvement
Project)

Date of Issuance: _____, 2023

NOTICE IS HEREBY GIVEN that the Issuer has not provided an Annual Report with respect to the above-referenced Bonds as required by Section 3 of the Issuer's Disclosure Agreement. The Issuer anticipates that the Annual Report will be filed by _____, 20__.

Date: _____, 20__

Appendix F

Specimen Municipal Bond Insurance Policy

Exhibit D

INDENTURE OF TRUST

BY AND BETWEEN

MISSISSIPPI DEVELOPMENT BANK

AND

_____, _____,
AS TRUSTEE

DATED AS OF _____, 2023

RELATING TO THE ISSUANCE OF

\$9,000,000

**MISSISSIPPI DEVELOPMENT BANK
SPECIAL OBLIGATION BOND, SERIES 2023
(CITY OF HORN LAKE, MISSISSIPPI,
GENERAL OBLIGATION PUBLIC IMPROVEMENT PROJECT)**

TABLE OF CONTENTS

	Page
ARTICLE I. DEFINITIONS AND RULES OF INTERPRETATION	177
SECTION 1.01. Definitions.....	177
SECTION 1.02. Rules of Interpretation.	184
ARTICLE II. AUTHORIZATION AND ISSUANCE OF BOND	184
SECTION 2.01. Authorization and Issuance of Bond.....	184
SECTION 2.02. Purpose and Disposition of Bond.	185
SECTION 2.03. General Description of the Bond.	185
SECTION 2.04. Provisions for Issuance of Bond.	186
SECTION 2.05. Form of Bond.	186
ARTICLE III. GENERAL TERMS AND PROVISIONS OF BOND	186
SECTION 3.01. Medium, Form, and Place of Payment.....	186
SECTION 3.02. Legends.	186
SECTION 3.03. Execution.	186
SECTION 3.04. Authentication.....	187
SECTION 3.05. Mutilated, Lost, Stolen, or Destroyed Bond.	187
SECTION 3.06. Registration, Transfer, and Exchange of Bond; Persons Treated as Owners.	187
SECTION 3.07. Destruction of Bond.	188
SECTION 3.08. Nonpresentment of Bond.	188
SECTION 3.09. Other Obligations Payable from Revenues.....	188
SECTION 3.10. Temporary Bond.	189
SECTION 3.11. Limitations on Obligations of Bank.....	189
SECTION 3.12. Immunity of Officers and Directors.....	190
ARTICLE IV. REDEMPTION.....	190
SECTION 4.01. Privilege of Redemption and Redemption Prices and Terms for the Bond.	190
SECTION 4.02. Method of Bank’s Election or Direction to Redeem Bond.....	190
SECTION 4.03. Selection of Bond to be Redeemed.....	190
SECTION 4.04. Redemption Payments.....	191
SECTION 4.05. Notice of Redemption.	191

SECTION 4.06. Cancellation.	191
ARTICLE V. GENERAL COVENANTS	191
SECTION 5.01. Payment of Debt Service.....	191
SECTION 5.02. Performance of Covenants; Bank.	191
SECTION 5.03. Instruments of Further Assurance.	192
SECTION 5.04. Covenants Concerning Program.	192
SECTION 5.05. Possession and Inspection of Qualified Obligation.	192
SECTION 5.06. Accounts and Reports.	192
SECTION 5.07. Bank Covenants with Respect to the Qualified Obligation.	193
SECTION 5.08. Monitoring Investments.	193
SECTION 5.09. Agreement Withholding Monies to Satisfy Delinquent Payments.	193
SECTION 5.10. Covenants Concerning Preservation of Tax Exemption.	193
ARTICLE VI. REVENUES AND FUNDS	194
SECTION 6.01. Source of Payment of Bond.	194
SECTION 6.02. Creation of Funds.....	194
SECTION 6.03. Deposit of Net Proceeds of Bond.....	194
SECTION 6.04. Deposit of Revenues and Other Receipts.....	194
SECTION 6.05. Operation of General Account.	194
SECTION 6.06. Operation of the Redemption Account.	195
SECTION 6.07. Operation of the Purchase Account.	195
SECTION 6.08. Operation of Bond Issuance Expense Account.....	195
SECTION 6.09. Operation of the Rebate Fund.	195
SECTION 6.10. Moneys to be Held in Trust.....	196
SECTION 6.11. Amounts Remaining in Funds or Accounts.	196
SECTION 6.12. Certain Verifications.	196
ARTICLE VII. PURCHASE OF QUALIFIED OBLIGATION	196
SECTION 7.01. Terms and Conditions of Purchase.	196
SECTION 7.02. Purchases.....	197
SECTION 7.03. Retention and Inspection of Documents.	197
SECTION 7.04. Report.....	197
ARTICLE VIII. INVESTMENT OF MONEYS	198
SECTION 8.01. General Provisions.	198

SECTION 8.02. Arbitrage Restrictions; Bond to Remain Tax Exempt.	198
ARTICLE IX. DISCHARGE OF INDENTURE.....	198
SECTION 9.01. Discharge of Indenture.....	198
ARTICLE X. DEFAULT PROVISIONS AND REMEDIES OF TRUSTEE AND BONDHOLDERS.....	200
SECTION 10.01. Defaults; Events of Default.....	200
SECTION 10.02. Remedies; Rights of Bondholders.....	201
SECTION 10.03. Rights of Bondholders to Direct Proceedings.....	201
SECTION 10.04. Appointment of Receivers.	202
SECTION 10.05. Application of Moneys.....	202
SECTION 10.06. Remedies Vested in the Trustee.....	203
SECTION 10.07. Rights and Remedies of Bondholders.....	203
SECTION 10.08. Termination of Proceedings.	203
SECTION 10.09. Waivers of Events of Default.....	204
SECTION 10.10. Notice of Defaults under Section 10.01(d) or (e); Opportunity of the Bank to Cure Such Defaults.....	204
ARTICLE XI. TRUSTEE.....	204
SECTION 11.01. Acceptance of the Trusts.....	204
SECTION 11.02. Fees, Charges, and Expenses of the Trustee.	206
SECTION 11.03. Intervention by the Trustee.	206
SECTION 11.04. Successor Trustee.....	206
SECTION 11.05. Resignation by the Trustee.....	206
SECTION 11.06. Removal of the Trustee.	206
SECTION 11.07. Appointment of Successor Trustee by the Bondholders; Temporary Trustee.....	207
SECTION 11.08. Concerning Any Successor Trustee.	207
SECTION 11.09. Indemnification.	207
SECTION 11.10. Successor Trustee as Trustee of Funds, Paying Agent, and Registrar.	208
ARTICLE XII. SUPPLEMENTAL INDENTURES	208
SECTION 12.01. Supplemental Indentures not Requiring Consent of Bondholders.....	208
SECTION 12.02. Supplemental Indentures Requiring Consent of Bondholders.....	209
ARTICLE XIII. MISCELLANEOUS	210
SECTION 13.01. Consents, etc., of Bondholders.....	210

SECTION 13.02. Limitation of Rights.	210
SECTION 13.03. Severability.	210
SECTION 13.04. Notices.	210
SECTION 13.05. Trustee as Paying Agent and Registrar.	210
SECTION 13.06. Payments Due on Saturdays, Sundays, and Holidays.	210
SECTION 13.07. Counterparts.	211
SECTION 13.08. Receipt of Money or Revenues by Trustee.	211
SECTION 13.09. Applicable Provisions of Law.	211

Exhibit A – Form of the Bond

INDENTURE OF TRUST

This **Indenture of Trust** is dated as of _____, 2023, by and between the **Mississippi Development Bank**, a public body corporate and politic of the State of Mississippi, organized under the provisions of Sections 31-25-1 *et seq.*, Mississippi Code of 1972, as amended, and _____, _____, _____, a banking corporation, with corporate trust powers, duly organized, existing, and authorized under the laws of the State of Mississippi to accept and execute trusts of the character herein, as Trustee, and acknowledged by **City of Horn Lake, Mississippi**.

WITNESSETH:

WHEREAS, the Bank exercises essential public functions and is authorized and empowered by the provisions of the Act to issue its Bond for the purpose of buying securities of “local governmental units;” and

WHEREAS, the execution and delivery of this Indenture has been in all respects duly and validly authorized by the Bank Bond Resolution (as defined herein), a resolution duly passed and approved by the Board of the Bank.

NOW, THEREFORE, THIS INDENTURE OF TRUST WITNESSETH:

GRANTING CLAUSES

The Bank, in consideration of the premises and the acceptance by the Trustee of the trusts hereby created and of the purchase and acceptance of the Bond by the owner(s) thereof, and for other good and valuable consideration, the receipt of which is hereby acknowledged, in order to secure the payment of the principal of and interest on the Bond according to their tenor and effect and to secure the performance and observance by the Bank of all covenants expressed or implied herein and in the Bond, does hereby grant, transfer, bargain, sell, convey, mortgage, assign, and pledge, and grant a security interest in the rights, interests, properties, moneys, and other assets described in the following Granting Clauses to the Trustee and its successors in trust and assigns forever, for the purpose of securing the performance of the obligations of the Bank hereinafter set forth, such grant, transfer, bargaining, sale, conveyance, mortgage, assignment, pledge, and security interest, as described in the following Granting Clauses.

GRANTING CLAUSE FIRST

All cash and securities now or hereafter held in the Funds and Accounts created or established under this Indenture (other than the Rebate Fund) and the investment earnings thereon (other than the Rebate Fund) and all proceeds thereof (except to the extent in the Rebate Fund or any amounts which are transferred from such Funds and Accounts from time to time in accordance with this Indenture).

GRANTING CLAUSE SECOND

The Qualified Obligation acquired and held by the Trustee pursuant to this Indenture, all the payments thereunder, all the earnings thereon, and all proceeds thereof.

GRANTING CLAUSE THIRD

All funds, accounts, and monies hereinafter pledged to the Trustee as security by the Bank to the extent of that pledge.

TO HAVE AND TO HOLD, all and singular the hereinafter defined Trust Estate, whether now owned or hereafter acquired, unto the Trustee and its respective successors in trust and assigns forever;

IN TRUST NEVERTHELESS, upon the terms and trusts herein set forth for the equal and proportionate benefit, security, and protection of all present and future owners of the Bond issued under and secured by this

Indenture without privilege, priority, or distinction as to the lien or otherwise of any of the Bond over any of the other Bond except as otherwise expressly provided herein;

PROVIDED HOWEVER, that if the Bank shall pay or cause to be paid, or there shall otherwise be paid or made provision for payment of, the principal of, premium, if any, and interest on the Bond due or to become due thereon, at the times and in the manner prescribed in the Bond, or there shall otherwise be paid or made provision for payment to the Trustee of all sums of money due or to become due according to the provisions hereof which payments shall otherwise comply with Article IX hereof, then this Indenture and the rights hereby granted shall cease, determine, and be void; otherwise this Indenture to be and remain in full force and effect;

THIS INDENTURE OF TRUST FURTHER WITNESSETH, and it is expressly declared, that all Bond issued and secured hereunder are to be issued, authenticated, and delivered, and all said property, rights, and interests, including, without limitation, the amounts hereby assigned and pledged, are to be dealt with and disposed of, under, upon, and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses, and purposes hereinafter expressed, and the Bank has agreed and covenanted, and does hereby agree and covenant, with the Trustee and with the respective owners, from time to time, of the Bond, or any part thereof, as follows (subject, however, to the provisions of Section 3.11 and Section 3.12).

ARTICLE I.
DEFINITIONS AND RULES OF INTERPRETATION

SECTION 1.01. Definitions.

The following words and phrases shall have the following meanings unless the context otherwise requires:

Accounts

“Accounts” means the accounts created pursuant to Article VI hereof.

Act

“Act” means, together, the Bank Act and the Municipality Improvements Act.

Authorized Officer of the Bank

“Authorized Officer of the Bank” means the President Vice President, Executive Director, Secretary, or Assistant Secretary of the Bank or such other person or persons who are duly authorized to act on behalf of the Bank.

Authorized Officer of the Municipality

“Authorized Officer of the Municipality” means the Mayor, the City Clerk of the Municipality, or such other person or persons who are duly authorized to act on behalf of the Municipality.

Authorized Purpose

“Authorized Purpose” shall mean erecting municipal buildings, auditoriums, community centers, gymnasiums, and athletic stadiums, preparing and equipping athletic fields, and purchasing buildings or land therefor, and for repairing, improving, adorning, and equipping the same; erecting or purchasing waterworks, gas, electric, and other public utility plants or distribution systems or franchises, and repairing, improving, and extending the same; establishing sanitary, storm, drainage, or sewerage systems, and repairing, improving, and extending the same; protecting the Municipality, its streets, and sidewalks from overflow, caving banks, and other like dangers; constructing, improving, or paving streets, sidewalks, driveways, parkways, walkways, or public parking facilities, and purchasing land therefor; purchasing land for parks and public playgrounds, and improving, equipping, and adorning the same, including the constructing, repairing, and equipping of swimming pools and other recreational facilities; constructing bridges and culverts; altering or changing the channels of streams and water courses to control, deflect, or guide the current thereof; purchasing fire-fighting equipment and apparatus, and providing housing for same, and purchasing land therefor; purchasing machinery and equipment which have an expected useful life in excess of 10 years, but specifically not including any motor vehicles weighing less than 12,000 pounds.

Bank

“Bank” means the Mississippi Development Bank, a body corporate and politic exercising essential public functions, or any successor to its functions.

Bank Act

“Bank Act” means the provisions of Sections 31-25-1 *et seq.*, Mississippi Code of 1972, as amended.

Bank Bond Resolution

“Bank Bond Resolution” means the resolution adopted by the Board of the Bank on _____, 2023, authorizing and directing the issuance of the Bond.

Bankruptcy Code

“Bankruptcy Code” means 11 U.S.C. Section 100 *et seq.*, as amended or supplemented from time to time.

Board

“Board” means the Board of Directors of the Bank.

Bond Counsel

“Bond Counsel” means Watkins & Eager PLLC, Jackson, Mississippi, or another attorney or firm of attorneys approved by the Municipality and the Bank nationally recognized in the area of municipal law and matters relating to the exclusion of interest on state and local government Bond from gross income under federal tax law, including particularly compliance with Section 148(f) of the Code, in connection with the issuance and sale of the Bond.

Bond Documents

“Bond Documents” shall mean the Bond, the Qualified Obligation, the Indenture, the Intercept Agreement, and all other agreements, instruments, documents, notices of assignment, schedules, assignments, pledges, powers of attorney, leases, trust account agreements, certificates, consents, contracts, notices, and all other written matter and all amendments, modifications, supplements, extensions and restatements thereof and thereto, and all agreements, notes, documents, or instruments delivered in substitution therefor, or in lieu thereof, whether heretofore, now, or hereafter executed by or on behalf of the Municipality, or any other person which are delivered to the Trustee, the Bank, or any participant with respect to the transactions contemplated in the Indenture.

Bond Issuance Expense Account

“Bond Issuance Expense Account” means the account by that name created by Section 6.02.

Bond Register

“Bond Register” means the registration records of the Bank kept by the Trustee to evidence the registration and transfer of the Bond.

Bondholder

“Bondholder” or “holder of Bond” or “owner of Bond” or any similar term means the Registered Owner of any Bond.

Bond

“Bond” means the \$9,000,000 Special Obligation Bond, Series 2023 (City of Horn Lake, Mississippi, General Obligation Public Improvement Project), of the Bank, dated and issued _____, 2023, out of the maximum authorized principal amount of \$9,000,000, pursuant to Section 2.01 of this Indenture.

Business Day

“Business Day” means any day other than (a) a Saturday, (b) a Sunday, (c) any other day on which banking institutions in New York, New York, or Jackson, Mississippi, or the Trustee are authorized or required not to be open for the transaction of regular banking business, (d) any day the Courthouse of the Municipality is closed, or (e) a day on which the New York Stock Exchange is closed.

City Clerk

“City Clerk” shall mean the City Clerk of the Municipality.

Code

“Code” or “Internal Revenue Code” means the Internal Revenue Code of 1986, as amended, and all applicable “Treasury Regulations” promulgated thereunder.

Costs of Issuance

“Costs of Issuance” means items of expense payable or reimbursable, directly or indirectly, by the Bank and related to the authorization, issuance, sale, validation, and/or delivery of the Bond and the Qualified Obligation, which items of expense shall include, but not be limited to, printing costs, costs of reproducing documents, filing and recording fees, initial fees and charges of the Trustee, legal fees and charges, professional consultants fees, costs of credit rating, fees and charges for execution, transportation, and safekeeping of the Bond, credit enhancements or liquidity facility fees, and other costs, charges, and fees in connection with the foregoing.

Counsel

“Counsel” means an attorney or firm of attorneys duly admitted to practice law before the highest court of any state and approved by the Bank and the Trustee.

Default

“Default” means an event or condition the occurrence of which, with the lapse of time or the giving of notice or both, would become an Event of Default hereunder.

Event of Default

“Event of Default” means any occurrence or event specified in Section 10.01 hereof.

Fiscal Year

“Fiscal Year” means, when used with respect to the Bank, the Bank’s fiscal year being the 12 month period from July 1 through the following June 30 or such other fiscal year as may be established by the Bank.

Funds

“Funds” means the funds created pursuant to Article VI hereof (other than the Rebate Fund).

General Account

“General Account” means the account by that name created by Section 6.02 hereof.

General Fund

“General Fund” means the fund by that name created by Section 6.02 hereof.

Governing Body

“Governing Body” means the Mayor and the Board of Aldermen of the Municipality.

Governmental Obligations

“Governmental Obligations” means to the extent permitted by State law: (a) direct obligations of the United States of America; (b) obligations guaranteed as to principal and interest by the United States of America or any federal agency whose obligations are backed by the full faith and credit of the United States of America, including but not limited to the: Department of Housing and Urban Development, Export-Import Bank, Farmers Home Administration (or successor thereto), Federal Financing Bank, Federal Housing Administration, Maritime Administration, Small Business Administration, which obligations include but are not limited to certificates or receipts representing direct ownership of future interest or principal payments on obligations described in clause (a) or in this clause (b) and which are held by a custodian in safekeeping on behalf of the holders of such receipts; and (c) obligations of any state of the United States of America or any political subdivision thereof, the full

payment of principal of, premium, if any, and interest on which (i) is fully and unconditionally guaranteed or insured by the United States of America, or (ii) is provided for by an irrevocable deposit of the securities described in clause (i) to the extent such investments are permitted by law.

Indenture

“Indenture” means this Indenture of Trust, and all supplements and amendments to the Indenture entered into pursuant to Article XII hereof.

Intercept Agreement

“Intercept Agreement” means the Intercept Agreement dated _____, 2023, between the Municipality and the Bank, and acknowledged by the Trustee, as further described in Section 5.09 hereof.

Interest Payment Date

“Interest Payment Date” means each _____ 1 and _____ 1, commencing _____ 1, 2023.

Investment Securities

“Investment Securities” means any of the following to the extent such investments are permitted by State law: (a) obligations of the State, any Municipality of the State or the United States of America rated at least “A” by S&P or Moody’s; (b) obligations the principal and interest of which are fully guaranteed by the State or the United States of America; (c) obligations of any corporation wholly owned by the United States of America; (d) obligations of any corporation sponsored by the United States of America which are or may become eligible as collateral for advances to member banks as determined by the Board of Governors of the Federal Reserve System; (e) obligations of insurance firms or other corporations whose investments are rated “AA” or better by recognized rating companies; (f) certificates of deposit or time deposits of qualified depositories of the State as approved by the State Depository Commission, secured in such manner, if any, as the Bank shall determine; (g) contracts for the purchase and sale of obligations of the type specified in items (a) through (e) above; (h) repurchase agreements secured by obligations specified in items (a) through (e) above; or (i) money market funds, rated “AAM” or “AAM-G” or better by S&P, the assets of which are required to be invested in obligations specified in items (a) through (f) above.

Lender

“Lender” means _____.

Mayor

“Mayor” means the Mayor of the Municipality.

Moody’s

“Moody’s” means Moody’s Investors Service, Inc., a Delaware corporation, its successors and assigns, and, if such corporation shall for any reason no longer perform the functions of a securities rating agency, “Moody’s” shall be deemed to refer to any other nationally recognized securities rating agency designated by the Municipality (with the approval of the Bank), with written notice to the Trustee.

Municipality

“Municipality” means City of Horn Lake, Mississippi, a “local governmental unit” under the Bank Act.

Municipality Bond Resolution

“Municipality Bond Resolution” means the Municipality Bond Resolution adopted by the Governing Body of the Municipality on _____, 2023, authorizing and directing the issuance of the Qualified Obligation and the Bond.

Municipality Improvements Act

“Municipality Improvements Act” means the provisions of Sections 19-9-1 *et seq.*, Mississippi Code of 1972, as amended.

Notice Address

“Notice Address” means, with respect to the Municipality, the Municipality’s address given in connection with the sale of its Qualified Obligation to the Bank, and, with respect to the Bank, the Municipality, the Trustee, the Lender, and the Placement Agent:

Bank: Mississippi Development Bank
Attention: Executive Director
735 Riverside Drive, Suite 300
Jackson, Mississippi 39202

Municipality: City of Horn Lake, Mississippi
Attention: City Clerk

Horn Lake, Mississippi _____

Trustee: _____
Attention: _____

_____, _____, _____

Lender: _____
Attention: _____

_____, _____, _____

Placement Agent: Raymond James & Associates, Inc.
Attention: _____

Memphis, TN _____

Opinion of Bond Counsel

“Opinion of Bond Counsel” means an opinion by a nationally recognized firm experienced in matters relating to the tax exemption for interest payable on obligations of states and their instrumentalities and political subdivisions under federal law, and which is acceptable to the Bank and the Trustee.

Opinion of Counsel

“Opinion of Counsel” means a written opinion of Counsel addressed to the Trustee, for the benefit of the owners of the Bond, who may (except as otherwise expressly provided in this Indenture) be Counsel to the Bank or Counsel to the owners of the Bond and who is acceptable to the Trustee.

Outstanding

“Outstanding” or “Bond Outstanding” means all Bond which have been authenticated and delivered by the Trustee under this Indenture, including Bond held by the Bank, except:

- (a) Bond canceled after purchase in the open market or because of payment at or redemption prior to maturity;
- (b) Bond deemed paid under Article IX hereof; and
- (c) Bond in lieu of which other Bond have been authenticated under Section 3.05, 3.06, or 3.10 hereof.

Paying Agent

“Paying Agent” means _____, _____, _____, acting as the Paying Agent pursuant to the Municipality Bond Resolution and this Indenture.

Placement Agent

“Placement Agent” means Raymond James & Associates, Inc., Memphis, Tennessee.

Principal Office

“Principal Office” means, as it relates to the Trustee, the address for the Trustee set forth under the definition of Notice Address above.

Program

“Program” means the Bank’s program for purchasing securities of or making loans to “local governmental units” pursuant to the Act, including the Bank’s purchase of the Qualified Obligation.

Program Expenses

“Program Expenses” means all of the fees and expenses of the Trustee relating to the Bond or Qualified Obligation and costs of determining the amount rebatable, if any, to the United States of America under Article VI hereof, all to the extent properly allocable to the Program and approved in writing by the Bank.

Project

“Project” means providing funds for (i) the Authorized Purpose; and (ii) paying the costs of the authorization, issuance, sale, validation and delivery of the Qualified Obligation and the Bond.

Purchase Account

“Purchase Account” means the account by that name created by Section 6.02.

Qualified Obligation

“Qualified Obligation” means the \$9,000,000 General Obligation Public Improvement Bond, Series 2023 (City of Horn Lake, Mississippi, General Obligation Public Improvement Project), of the Municipality, dated and issued _____, 2023, pursuant to the Municipality Bond Resolution and registered to the Trustee as assignee of the Bank pursuant to this Indenture, out of the maximum authorized principal amount of \$9,000,000.

Qualified Obligation Payment

“Qualified Obligation Payment” means the amounts paid or required to be paid, from time to time, for principal, premium, if any, and interest on the Qualified Obligation.

Qualified Obligation Purchase Agreement

“Qualified Obligation Purchase Agreement” means the Qualified Obligation Purchase Agreement dated _____, 2023, by and between the Municipality and the Bank in connection with the sale and issuance of the Qualified Obligation.

Rebate Fund

“Rebate Fund” means the fund by that name created by Section 6.02.

Record Date

“Record Date” means, with respect to any Interest Payment Date, the _____ day of the calendar month next preceding such Interest Payment Date.

Redemption Account

“Redemption Account” means the account by that name created by Section 6.02.

Redemption Date

“Redemption Date” means, with respect to any Bond to be redeemed, the date on which it is to be redeemed pursuant to this Indenture.

Redemption Price

“Redemption Price” means, with respect to any Bond, the principal amount thereof, plus the applicable premium, if any, and accrued but unpaid interest payable upon redemption of such Bond prior to maturity.

Registered Owner

“Registered Owner” means the person or persons in whose name any Bond shall be registered on the Bond Register.

Revenues

“Revenues” means the Funds and Accounts (except for the Rebate Fund) and all income, revenues, and profits of the Funds and Accounts (except for the Rebate Fund) referred to in the granting clauses hereof including, without limitation, all Qualified Obligation Payments, and any additional amounts paid to the Trustee under the Municipality Bond Resolution or from any other source whatsoever.

S&P

“S&P” means Standard & Poor’s Credit Market Services, a division of The McGraw Hill Companies, Inc., a New York corporation, its successors and assigns, and, if dissolved or liquidated or if it no longer performs the functions of a securities rating agency, “S&P” shall be deemed to refer to any other nationally recognized securities rating agency designated by the Municipality (with the approval of the Bank), with written notice to the Trustee.

State

“State” means the State of Mississippi.

Supplemental Indenture

“Supplemental Indenture” means an indenture supplemental to or amendatory of this Indenture, executed by the Bank and the Trustee in accordance with Article XII hereof.

Trust Estate

“Trust Estate” means the property, rights, and amounts pledged and assigned to the Trustee as security for the Bond, pursuant to the granting clauses hereof.

Trustee

“Trustee” means the state banking corporation or national banking association with corporate trust powers qualified to act as Trustee under this Indenture which may be designated (originally or as a successor) as Trustee for the owners of the Bond issued and secured under the terms of this Indenture, and which shall initially be _____, _____, _____.

SECTION 1.02. Rules of Interpretation.

For all purposes of this Indenture, except as otherwise expressly provided or unless the context otherwise requires:

- (a) The words “herein” and “hereof” and “hereunder” and words of similar import, without reference to any particular section or subdivision, refer to this Indenture as a whole rather than to any particular section or subdivision of this Indenture.
- (b) References in this Indenture to any particular article, section, or subdivision hereof are to the designated article, section, or subdivision of this Indenture as originally executed.
- (c) All accounting terms not otherwise defined herein have the meanings assigned to them in accordance with generally accepted accounting principles; and all computations provided for herein shall be made in accordance with generally accepted accounting principles consistently applied and applied on the same basis as in prior years.
- (d) The Table of Contents and titles of articles and sections herein are for convenience only and are not a part of this Indenture.
- (e) Unless the context hereof clearly requires otherwise, the singular shall include the plural and vice versa and the masculine shall include the feminine and vice versa.
- (f) Articles, sections, subsections, and clauses mentioned by number only are those so numbered which are contained in this Indenture.
- (g) For purposes of this Indenture and the Indenture, a petition in bankruptcy shall be deemed dismissed only if either (a) the petition is dismissed by order of a court of competent jurisdiction and no further appeal rights exist from such order or (b) the Municipality notifies the Trustee that such a dismissal has occurred.
- (h) Any Opinion of Counsel required hereunder shall be a written opinion of such counsel.

ARTICLE II.

AUTHORIZATION AND ISSUANCE OF BOND

SECTION 2.01. Authorization and Issuance of Bond.

- (a) In accordance with the Act, the Bond is hereby authorized to be issued. The aggregate principal amount of Bond that may be issued, authenticated, and Outstanding hereunder is \$9,000,000.
- (b) There is hereby created by this Indenture, in the manner and to the extent provided herein, a continuing pledge and lien to secure the full and final payment of the principal or Redemption Price of and interest on all of the Bond issued pursuant to this Indenture. The Bond shall be payable solely from the Revenues. The State shall not be liable on the Bond and the Bond shall not be a debt, liability, pledge of the faith, or loan of the credit, or moral obligation of the State. The Bond shall contain on the face thereof a statement to the effect that the Bank is obligated to pay the principal of the Bond, the interest, and the redemption premium, if any, thereon only from the Revenues and that the State is not obligated to pay such principal, interest, or redemption premium, if any, and that neither the faith and credit nor the taxing power of the State is pledged to the payment of the Bond. In the Bank Act, the State has pledged to and agreed with the holders of any Bond that the State will not limit or alter the rights hereby vested in the Bank to fulfill the terms of any agreements made with the said Bondholders or in any way impair the rights and remedies of such holders until such Bond, together with the interest thereon, with interest on any unpaid installments of interest, and all costs and expenses in connection with any action or proceeding by or on behalf of such holders of Bond, are fully met and discharged. The Bond shall mature on or before _____ 1, 2033.

SECTION 2.02. Purpose and Disposition of Bond.

The purpose for issuing the Bond is (a) to fund the Purchase Account, in order to provide funds for the purchase of the Qualified Obligation (which amounts are to provide financing for the Project of the Municipality, pursuant to the Act), and (b) to fund the Bond Issuance Expense Account of the General Fund to pay the Costs of Issuance of the Bond and the Qualified Obligation. Upon the delivery of the Bond and receipt of the net proceeds therefor, the Bank shall deliver to the Trustee proceeds of the Bond in the amount of \$9,000,000, comprised of the par amount of the Bond of \$9,000,000.00. The proceeds of the Bond shall be deposited as follows: (1) into the Bond Issuance Expense Account of the General Fund, the sum of \$_____ to pay the Costs of Issuance of the Bond and the Qualified Obligation, and (2) into the Purchase Account of the General Fund, the sum of \$_____ of the net proceeds to purchase the Qualified Obligation of the Municipality for the Project. \$_____ shall be distributed to the Municipality as provided in the Qualified Obligation Purchase Agreement to be deposited into the Series 2023 Improvements Fund of the Municipality for the Project.

SECTION 2.03. General Description of the Bond.

The Bond shall be issuable as fully registered Bond in denominations of \$100,000 or any integral multiples of \$1,000 thereof. The Bond shall be numbered from R-1 upward, as applicable.

Each Bond shall carry an original date of _____, 2023, and shall carry the date on which it is authenticated. If a Bond is authenticated on or prior to _____, 2023, it shall bear interest from _____, 2023. Each Bond authenticated after _____, 2023, shall bear interest from the most recent Interest Payment Date to which interest has been paid as of the date of authentication of such Bond unless such Bond is authenticated after a Record Date and on or before the next succeeding Interest Payment Date, in which event the Bond will bear interest from such next succeeding Interest Payment Date.

Interest on the Bond shall be payable on _____ 1 and _____ 1 of each year, commencing _____ 1, 2023, until the Bond is paid. Interest will be calculated using a 360 day year based on 12 months of 30 days.

The Bond shall mature on _____ 1 in the years and in the principal amounts, and shall bear interest at the rates per annum, all as set forth below:

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
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The Bond maturing on _____ 1, 20__, is a term bond subject to mandatory sinking fund redemption prior to its scheduled maturity on _____ 1 of the years listed above at a Redemption Price of the principal amount redeemed plus accrued interest to the redemption date.

SECTION 2.04. Provisions for Issuance of Bond.

The Bond shall be executed by Authorized Officers of the Bank for issuance under this Indenture, shall be delivered to the Trustee, and thereupon shall be authenticated by the Trustee and by it delivered to the Lender, as specified in a written order of the Bank, but only upon the receipt by the Trustee of:

- (a) A copy, duly certified by an Authorized Officer of the Bank, of the Bank Bond Resolution or any other resolutions adopted by the Board of the Bank authorizing the execution and delivery of this Indenture and all other instruments contemplated thereby and the authorization, issuance, sale, validation, and delivery of the Bond;
- (b) A copy, duly certified by the City Clerk of the Municipality, of the Municipality Bond Resolution and any other resolution(s) of the Municipality authorizing the execution and delivery of all instruments contemplated thereby and approving this Indenture and the authorization, issuance, sale, and delivery of the Qualified Obligation;
- (c) Original executed counterparts of this Indenture;
- (d) Signed copies of all Opinions of Counsel required by the Lender;
- (e) A request and authorization to the Trustee by or on behalf of the Bank and signed by an Authorized Officer of the Bank to authenticate and deliver the Bond to the Lender and specifying the amounts to be deposited in the General Fund pursuant to Section 2.02 hereof;
- (f) Original executed counterparts of the Intercept Agreement;
- (g) Signed copies of the final approving legal opinion of Bond Counsel; and
- (h) Such further documents, moneys, and securities as are required by the provisions of this Section or Article VII.

SECTION 2.05. Form of Bond.

The Bond and the Trustee's "Certificate of Authentication" to be endorsed on the Bond is all to be in substantially the form attached hereto as **Exhibit A**, with necessary and appropriate variations, omissions, and insertions as are permitted or required by this Indenture or any Supplemental Indenture, as applicable.

ARTICLE III.
GENERAL TERMS AND PROVISIONS OF BOND

SECTION 3.01. Medium, Form, and Place of Payment.

The Bond shall be payable, with respect to interest, principal, and Redemption Price, in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts. Interest shall be payable by check mailed on the Interest Payment Date to the Registered Owners as of the Record Date. The Bank may provide for the payment of interest on Bond to holders of \$1,000,000 or more by wire transfer or by such other method as is acceptable to the Trustee and the Bondholder. Principal shall be payable at the Principal Office of the Trustee without the necessity of presentation of the Bond.

SECTION 3.02. Legends.

The Bond may contain or have endorsed thereon such provisions, specifications, and descriptive words not inconsistent with the provisions of this Indenture as may be necessary or desirable to comply with custom, as determined by the Bank prior to the delivery thereof.

SECTION 3.03. Execution.

The Bond shall be executed on behalf of the Bank with the manual or facsimile signature of its Executive Director, Secretary, President or Vice President, and shall have impressed or imprinted thereon, by facsimile or otherwise, the official seal of the Bank, which seal shall be attested by the manual or facsimile signature of the Executive Director, Secretary, or Assistant Secretary of the Bank. In case any officer of the Bank whose signature or whose facsimile signature shall appear on the Bond shall cease to be such officer before the delivery of such Bond, such signature or facsimile signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery. Any Bond may be executed and attested on behalf of the Bank by such officer as at the time of the execution of such Bond shall be duly authorized or hold the proper office of the Bank although at the date borne by the Bond or at the date of delivery of the Bond such officer may not have been so authorized or have held such office.

SECTION 3.04. Authentication.

No Bond shall be valid or obligatory for any purpose or entitled to any security or benefit under this Indenture unless and until a “Certificate of Authentication” on such Bond shall have been duly executed by the Trustee, and such executed certificate of the Trustee upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered under this Indenture.

The Trustee’s “Certificate of Authentication” on any Bond shall be deemed to have been executed by the Trustee if signed by an authorized representative or signatory of the Trustee, but it shall not be necessary that the same representative or signatory sign the “Certificate of Authentication” on all of the Bond. The signature of the authorized representative or signatory of the Trustee shall be manual.

SECTION 3.05. Mutilated, Lost, Stolen, or Destroyed Bond.

If any Bond is mutilated, lost, stolen, or destroyed, the Bank shall execute and the Trustee shall authenticate a new Bond or Bonds of the same maturity and denomination, as that mutilated, lost, stolen, or destroyed; provided that in the case of any mutilated Bond, it shall first be surrendered to the Trustee, and in the case of any lost, stolen, or destroyed Bond, there shall be first furnished to the Trustee evidence of such loss, theft, or destruction satisfactory to the Trustee, together with security and/or indemnity satisfactory to it. In the event any such Bond shall have matured, or been called for redemption, instead of issuing and authenticating a duplicate Bond, the Trustee may pay the same without surrender thereof, provided, however, that in the case of a lost, stolen, or destroyed Bond, there shall be first furnished to the Trustee evidence of such loss, theft, or destruction satisfactory to the Trustee together with security and/or indemnity satisfactory to it. The Trustee may charge the owner of such Bond its reasonable fees and expenses in connection with replacing any Bond mutilated, lost, stolen, or destroyed. Any Bond issued pursuant to this Section shall be deemed part of the original series of the Bond in respect of which it was issued and a contractual obligation of the Bank replacing the obligation evidenced by such mutilated, lost, stolen, or destroyed Bond.

SECTION 3.06. Registration, Transfer, and Exchange of Bond; Persons Treated as Owners.

The Bank shall cause records for the registration and for the transfer of the Bond to be kept by the Trustee at its Principal Office, and the Trustee is hereby constituted and appointed the bond registrar of the Bank. At reasonable times and under reasonable regulations established by the Trustee, said records may be inspected and prepared by the Bank or by Bondholders (or a designated representative thereof) of five percent (5%) or more in aggregate principal amount of the Bond then Outstanding.

Upon surrender for transfer of any Bond at the Principal Office of the Trustee, duly endorsed by, or accompanied by a written instrument or instruments of transfer in form satisfactory to the Trustee and duly executed by the Registered Owner or its attorney duly authorized in writing, the Bank shall execute and the

Trustee shall authenticate and deliver in the name of the transferee or transferees a new Bond or Bond of the same maturity for a like aggregate principal amount. The Bond may be transferred or exchanged without cost to the Bondholders except for any tax or governmental charge required to be paid with respect to the transfer or exchange. The execution by the Bank of any Bond of any denomination shall constitute full and due authorization of such denomination and the Trustee shall thereby be authorized to authenticate and deliver such Bond.

The Trustee shall not be required to (a) register, transfer, or exchange any Bond during a period of 15 days next preceding mailing of a notice of redemption of any Bond, or (b) register, transfer, or exchange any Bond selected, called or being called for redemption in whole or in part after mailing notice of such call has been made.

The person in whose name a registered Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of principal, premium, if any, and interest thereon, shall be made only to or upon the order of the Registered Owner thereof or its legal representative, but such registration may be changed as hereinabove provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

All Bond delivered upon any transfer or exchange shall be valid obligations of the Bank, evidencing the same debt as the Bond surrendered, shall be secured by this Indenture, and shall be entitled to all of the security and benefits hereof to the same extent as the Bond surrendered.

SECTION 3.07. Destruction of Bond.

Whenever any Outstanding Bond shall be delivered to the Trustee for cancellation pursuant to this Indenture or upon payment of the principal, premium, if any, or interest represented thereby or for replacement pursuant to Section 3.05 hereof, such Bond shall be canceled and destroyed by the Trustee and a counterpart of a certificate of destruction evidencing such destruction shall be furnished by the Trustee to the Bank.

SECTION 3.08. Nonpresentment of Bond.

In the event the Bond shall not be presented for payment when the principal thereof comes due, either at maturity, or at the date fixed for redemption thereof, or otherwise, if funds sufficient to pay such Bond shall have been made available to the Trustee for the benefit of the owner thereof, all liability of the Bank to the owner thereof for the payment of such Bond shall forthwith cease, terminate, and be completely discharged, and thereupon it shall be the duty of the Trustee to hold such funds for 4 years, for the benefit of the owner of such Bond, without liability for interest thereon to such owner, who shall thereafter be restricted exclusively to such funds, for any claim of whatever nature on its part under this Indenture or on, or with respect to, said Bond.

Any money so deposited with and held by the Trustee not so applied to the payment of Bond within 4 years after the date on which the same shall become due shall be subject to applicable laws of the State concerning escheat and unclaimed property and shall be repaid by the Trustee to the Bank and thereafter the Bondholders shall be entitled to look only to the Bank for payment, and then only to the extent of the amount so repaid, and the Bank shall not be liable for any interest thereon to the Bondholders and shall not be regarded as a trustee of such money.

SECTION 3.09. Other Obligations Payable from Revenues.

The Bank shall grant no liens or encumbrances on or security interests in the Trust Estate (other than those created by this Indenture), and, except for the Bond, shall issue no Bond or other evidence of indebtedness payable from the Trust Estate.

SECTION 3.10. Temporary Bond.

Until the definitive Bond is ready for delivery, the Bank may execute, in the same manner as is provided in Section 3.03, and, upon the request of the Bank, the Trustee shall authenticate and deliver, one or more temporary Bond, which shall be fully registered. Such temporary Bond shall be subject to the same provisions, limitations, and conditions as the definitive Bond and shall be substantially of the tenor of the definitive Bond in lieu of which such temporary Bond or Bonds are issued, in the denomination of \$8,000 or any integral multiples thereof authorized by the Bank, and with such omissions, insertions, and variations as may be appropriate to temporary Bond. The Bank at its own expense shall prepare and execute and, upon the surrender of such temporary Bond, shall deliver in exchange therefor definitive Bond of the same aggregate principal amount and maturity as the temporary Bond surrendered. Until so exchanged, the temporary Bond shall in all respects be entitled to the same benefits and security as definitive Bond issued pursuant to this Indenture.

If the Bank shall authorize the issuance of temporary Bond in more than one denomination, the owner of any temporary Bond or Bonds may, at its option, surrender the same to the Trustee in exchange for another temporary Bond or Bond of like aggregate principal amount and maturity of any other authorized denomination or denominations, and thereupon the Bank shall execute and the Trustee, in exchange for the temporary Bond or Bond so surrendered and upon payment of the taxes and charges provided for in Section 3.06, shall authenticate and deliver a temporary Bond or Bond of like aggregate principal amount and maturity in such other authorized denomination or denominations as shall be requested by such owner. All temporary Bond surrendered in exchange either for another temporary Bond or Bond or for a definitive Bond or Bond shall be forthwith canceled by the Trustee.

SECTION 3.11. Limitations on Obligations of Bank.

The Bond, together with interest thereon, shall be limited obligations of the Bank but payable solely from Revenues and shall be a valid claim of the respective owners thereof only against the Funds and Accounts, other than the Rebate Fund and any Accounts created thereunder, established hereunder and the Qualified Obligation acquired by the Trustee, all of which are hereby assigned and pledged hereunder for the equal and ratable payment of the Bond and shall be used for no other purpose than the payment of the Bond, except as may be otherwise expressly authorized in this Indenture. The Bond do not constitute a debt or liability or moral obligation of the State or of any political subdivision thereof under the constitution of the State, other than the Municipality, or a pledge of the faith and credit or taxing power of the State or any political subdivision thereof, other than the Municipality, but shall be payable solely from the Revenues and Funds pledged therefor in accordance with this Indenture, including, without limitation, the avails of the full faith, credit, and taxing power of the Municipality derived or to be derived from Qualified Obligation Payments made in respect of the Qualified Obligation pursuant to the Municipality Bond Resolution. The issuance of the Bond under the provisions of the Act does not directly, indirectly, or contingently, obligate the State or any political subdivision thereof to levy any form of taxation for the payment thereof or to make any appropriation for their payment and such Bond and the interest payable thereon do not now and shall never constitute a debt of the State or any political subdivision thereof, other than the Municipality, within the meaning of the constitution of the State or the statutes of the State and do not now and shall never constitute a charge against the credit or taxing power of the State or any political subdivision thereof, other than the Municipality; provided, however, that the Qualified Obligation is a general obligation of the Municipality.

Neither the State nor any agent, attorney, member, or employee of the State or of the Bank, shall in any event be liable for the payment of the principal of, and premium, if any, or interest on the Bond or damages, if any, for the nonperformance of any pledge, mortgage, obligation, or agreement of any kind whatsoever which may be undertaken by the Bank. No breach by the Bank of any such pledge, mortgage, obligation, or agreement

may impose any liability, pecuniary or otherwise, upon the State or any of the State's or the Bank's agents, members, attorneys, and employees or any charge upon the general credit of the State or a charge against the taxing power of the State or any political subdivision thereof. In the Act, the State has pledged and agreed with the holders of any Bond that the State will not limit or alter the rights hereby vested in the Bank to fulfill the terms of any agreements made with the said Bondholders or in any way impair the rights and remedies of such holders until such Bond, together with the interest thereon, with interest on any unpaid installments of interest, and all costs and expenses in connection with any action or proceeding by or on behalf of such holders of Bond, is fully met and discharged.

SECTION 3.12. Immunity of Officers and Directors.

No recourse shall be had for the payment of the Bond or for any claim based thereon or upon any obligation, covenant, or agreement in this Indenture contained against any past, present, or future officer, member, director, agent, or employee of the Bank or any officer, member, director, trustee, agent, or employee of any successor entities thereto, as such, either directly or through the Bank or any successor entities, under any rule of law or equity, statute, or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such officers, members, directors, trustees, agents, or employees as such, is hereby expressly waived and released as a condition of and consideration for the execution of this Indenture and issuance of such Bond.

ARTICLE IV.
REDEMPTION

SECTION 4.01. Privilege of Redemption and Redemption Prices and Terms for the Bond.

If the Municipality directs the Bank to redeem the Bond pursuant to authority established in the Municipality Bond Resolution, the Bank agrees to accept redemption and redeem the Bond as set forth in this Section. The principal portion of the Bond which matures on or after _____ 1, 20__, is subject to optional redemption on any date on or after _____ 1, 20__, in whole or in part upon payment of the Redemption Price equal to 100% of the principal amount of Bond to be redeemed, plus accrued interest to the Redemption Date. The principal amount of the Bond subject to optional redemption will be applied to the remaining principal payments in inverse order of maturity.

SECTION 4.02. Method of Bank's Election or Direction to Redeem Bond.

In the case of any redemption of any portion of the Bond, the Bank shall give written notice to the Trustee of its election or direction so to redeem, of the Redemption Date, of the principal amounts of the Bond to be redeemed (which maturities and principal amounts thereof to be redeemed shall be determined by the Bank, subject to any limitations with respect thereto contained in the Bank Act or this Indenture) and of the moneys to be applied to the payment of the Redemption Price. Such notice shall be given at least 30 days prior to the Redemption Date. At least one Business Day prior to the Redemption Date, the Bank shall pay to the Trustee an amount in cash, which, in addition to other monies, if any, available therefor held by such Trustee, will be sufficient to redeem, on the Redemption Date at the Redemption Price thereof, together with interest accrued to the Redemption Date, any portion of the Bond to be redeemed.

SECTION 4.03. Selection of Bond to be Redeemed.

If less than all of the Bond is to be redeemed, that portion of the Bond shall be redeemed only in whole multiples of \$100,000 or any integral multiple of \$1,000 thereof. If less than all of the Bond shall be called for redemption, the principal amount and maturity of the particular Bond to be redeemed shall be selected by the

Bank and the Trustee shall select the particular portion of the Bond to be redeemed by lot within a maturity in such manner as the Trustee may determine and in accordance with Section 4.01 hereof. If redemption at a Redemption Price exceeding 100% of the principal amount redeemed is to take place as of any mandatory sinking fund Redemption Date, the portion of the Bond to be so redeemed by such mandatory sinking fund redemption shall be selected by lot prior to the selection of the portion of the Bond to be redeemed on the same date by operation of the optional redemption provisions set forth herein.

SECTION 4.04. Redemption Payments. At least one Business Day prior to the Redemption Date, funds shall be deposited with the Trustee in an amount sufficient to pay the Redemption Price of the Bond or portions thereof called, together with accrued interest thereon to the Redemption Date. The Trustee is hereby authorized and directed to apply such funds to the payment of such Bond. If proper notice of redemption by mailing has been given as provided in Section 4.05 and sufficient funds for redemption shall be on deposit with the Trustee as aforesaid, interest on the Bond or portions thereof thus called shall no longer accrue after the date fixed for redemption. No payment shall be made by the Trustee upon any Bond or portion thereof called for redemption until such Bond or portion thereof shall have been delivered for payment or cancellation or the Trustee shall have received the items required by Section 3.05 hereof with respect to any mutilated, lost, stolen, or destroyed Bond.

SECTION 4.05. Notice of Redemption. Notice of the call for any redemption, identifying the portion of the Bond to be redeemed, shall be given by the Trustee by mailing a copy of the redemption notice by registered or certified mail at least 30 days prior to the date fixed for redemption to the Lender and/or the Registered Owner of any portion of the Bond to be redeemed at the address shown on the Bond Register. Failure to give such notice by mailing to any Bondholder or any defect in such notice, shall not affect the validity of any proceeding for the redemption of any portion of the Bond.

SECTION 4.06. Cancellation. Any portion of the Bond which has been redeemed shall not be reissued but shall be cancelled and destroyed by the Trustee in accordance with Section 3.07 hereof.

ARTICLE V. GENERAL COVENANTS

SECTION 5.01. Payment of Debt Service.

The Bank covenants and agrees that it will promptly pay the principal of, premium, if any, and interest on every Bond issued under this Indenture at the place, on the dates, and in the manner provided herein and in said Bond according to the true intent and meaning thereof, provided that the principal, premium, if any, and interest are payable by the Bank solely from Revenues and any other funds or assets constituting the Trust Estate herein pledged to the Trustee as security by the Bank to the extent of that pledge. To be deemed timely paid, immediately available funds must be received by Trustee on or before 10:00 a.m. time on the applicable payment date. Payments must be made by wire transfer or other electronic means acceptable to Trustee. Payments made by check may be subject to a 10 Business Day hold.

SECTION 5.02. Performance of Covenants; Bank.

The Bank covenants and agrees that it will faithfully perform at all times any and all covenants, undertakings, stipulations, and provisions contained in this Indenture, if any, and every Bond executed, authenticated, and delivered hereunder and in all of its proceedings pertaining thereto. The Bank covenants and agrees that it is duly authorized under the constitution and laws of the State, including particularly the Act, to issue the Bond authorized hereby and to execute this Indenture and to pledge the Revenues and all other property hereby pledged in the manner and to the extent herein set forth; that all action on its part for the issuance of the Bond and the execution and delivery of this Indenture has been duly and effectively taken, and that the Bond in

the possession of the owners thereof are and will be valid and enforceable limited obligations of the Bank according to the terms thereof and hereof.

SECTION 5.03. Instruments of Further Assurance.

The Bank covenants and agrees that the Trustee may defend its rights to the payment of the Revenues for the benefit of the owners of the Bond against the claims and demands of all persons whomsoever. The Bank covenants and agrees that it will do, execute, acknowledge, and deliver, or cause to be done, executed, acknowledged, and delivered, such indentures supplemental hereto and such further acts, instruments, and transfers as the Trustee may reasonably require for the better assuring, transferring, pledging, assigning, and confirming unto the Trustee all and singular the rights assigned hereby and the amounts and other property pledged hereby to the payment of the principal of and interest on the Bond.

SECTION 5.04. Covenants Concerning Program.

(a) In order to provide for the payment of the principal, premium, if any, and interest on the Bond and Program Expenses, the Bank shall from time to time, with all practical dispatch and in a sound and economical manner consistent in all respects with the Act, the provisions of this Indenture, and sound banking practices and principles, to the extent necessary to provide for the payment of the Bond: (i) do all such acts and things as shall be necessary to receive and collect Revenues (including enforcement of the prompt collection of all arrears on the Qualified Obligation) and (ii) diligently enforce, and take all steps, actions, and proceedings reasonably necessary in the judgment of the Bank to protect its rights with respect to the Qualified Obligation and to enforce all terms, covenants, and conditions of the Qualified Obligation including the collection, custody, and prompt application of all Qualified Obligation Payments and deposits required by the terms of the Qualified Obligation for the purposes for which they were made.

(b) Whenever necessary in order to provide for the payment of debt service on the Bond, the Bank shall commence appropriate remedies with respect to the occurrence of any event of default in connection with the Qualified Obligation or any other Bond issued by the Municipality pursuant to a resolution of the Municipality and as authorized by a supplemental bond resolution.

SECTION 5.05. Possession and Inspection of Qualified Obligation.

The Trustee covenants and agrees to retain or cause its agent to retain possession of the Qualified Obligation and a copy of the transcript or documents related thereto and release them only in accordance with the provisions of this Indenture. The Bank and the Trustee covenant and agree that all records and documents in their possession relating to the Qualified Obligation shall at all times be open to inspection by such accountants or other agencies or persons as the Bank or the Trustee may from time to time designate.

SECTION 5.06. Accounts and Reports.

The Bank covenants and agrees to keep proper records and accounts (separate from all other records and accounts) in which complete and correct entries shall be made of its transactions relating to the Program, the Qualified Obligation, and the Funds and Accounts established by this Indenture. Such records, and all other records and papers of the Bank, and such Funds and Accounts, shall at all reasonable times be subject to the inspection of the Trustee and the Bondholders of an aggregate of not less than 5% in principal amount of the Bond then Outstanding or their representatives duly authorized in writing.

The Trustee covenants and agrees, if requested, to provide to the Bank prior to the 20th day of the month following the end of each six-month period, commencing with the period ending _____ 1, 20__, a statement of the amount on deposit in each Fund and Account as of the first day of that month and of the total deposits to and withdrawals from each Fund and Account during the preceding 6-month period.

The reports, statements, and other documents required to be furnished to or by the Trustee pursuant to any provision of this Indenture shall be provided to the Bondholders of an aggregate of not less than 5% in principal

amount of the Bond then Outstanding who file or have filed a written request therefor with the Trustee with any such costs of such documents to be paid by the Bondholder.

SECTION 5.07. Bank Covenants with Respect to the Qualified Obligation.

- (a) The Bank covenants and agrees that it will not permit or agree to any material change in the Qualified Obligation.
- (b) The Bank covenants and agrees that it will enforce or authorize the enforcement of all remedies available to owners or holders of the Qualified Obligation.
- (c) The Bank covenants and agrees that it will not sell or dispose of the Qualified Obligation.

SECTION 5.08. Monitoring Investments.

The Bank covenants and agrees to regularly review the investments held by the Trustee in the Funds and Accounts for the purpose of assuring that the Revenues derived from such investments are sufficient to provide, with other anticipated Revenues, the debt service on Outstanding Bond.

SECTION 5.09. Agreement Withholding Monies to Satisfy Delinquent Payments.

As provided for in the Bank Act, the Municipality and the Bank have entered into and the Trustee will accept the Intercept Agreement whereby the Municipality will covenant, agree, and authorize the Mississippi Department of Revenue, or any other State agency, department, or commission created pursuant to the laws of the State (the “State Agencies”) to (a) withhold all or any part of the monies which the Municipality is entitled to receive from time to time pursuant to any law and which is in possession of the State Agencies (the “Monies”), which Monies are hereby pledged to the Bank to secure the obligations under the Qualified Obligation, and (b) pay same over to the Trustee to satisfy any delinquent payment (the “Delinquent Payment”) under the Qualified Obligation and the Bond. If the Trustee has not received sufficient Revenues to make the deposits required to provide the payments under the Qualified Obligation by days prior to an Interest Payment Date (or, if such date is not a Business Day, the next succeeding Business Day), the Bank has authorized and directed the Trustee under the Intercept Agreement to file the Intercept Agreement and a statement of deficiency setting forth the amount of any Delinquent Payment with the State Agencies, thereby directing the State Agencies to pay any Monies directly to the Trustee on behalf of the Bank to satisfy any Delinquent Payment, all as permitted under the Bank Act. In any event if the Municipality fails to make timely payments under the Qualified Obligation as provided in the Municipality Bond Resolution and in the Qualified Obligation Purchase Agreement, the Trustee is further directed to file the Intercept Agreement with the State Agencies and take further action to recover Monies under the Intercept Agreement. The Trustee is directed to pay any Monies into the General Account of the General Fund to be applied in accordance with the Indenture except for any Delinquent Payment under the Intercept Agreement, which shall be applied in accordance with the provisions thereof. There is no assurance that at such time there will be any monies held by the State Agencies available to satisfy any Delinquent Payment or that the amount of any monies held by the State Agencies will be sufficient to satisfy such Delinquent Payment.

SECTION 5.10. Covenants Concerning Preservation of Tax Exemption.

The Bank hereby covenants and agrees to take all qualifying actions and shall take any qualifying actions that are necessary in order to protect and preserve the exclusion from gross income for federal income tax purposes of the interest on the Bond. For this purpose, the Bank shall approve and deliver to the Trustee a certificate concerning the provisions of the Code necessary to protect and preserve such exclusion. Such certificate may only be amended from time to time upon the receipt by the Trustee of an opinion of Bond Counsel to the effect that

compliance by the Bank with the certificate will not adversely affect the exclusion of interest on the Bond from gross income of the holders thereof for federal income tax purposes.

ARTICLE VI. REVENUES AND FUNDS

SECTION 6.01. Source of Payment of Bond.

The Bond and all payments by the Bank hereunder are limited obligations of the Bank payable solely out of the Trust Estate as authorized by the constitution and statutes of the State, including particularly the Act and this Indenture, as provided herein.

SECTION 6.02. Creation of Funds.

There are hereby created by the Bank and ordered established the General Fund and the Rebate Fund to be held by the Trustee. There is hereby created and established in the General Fund the following: a "General Account," a "Bond Issuance Expense Account," a "Redemption Account," and a "Purchase Account." Upon the written request of the Bank, the Trustee shall establish and maintain hereunder such additional Funds, Accounts, or subaccounts as the Bank may specify from time to time to the extent that in the judgment of the Trustee the establishment of such Fund or Account is not to the material prejudice of the Trustee or the Bondholders.

SECTION 6.03. Deposit of Net Proceeds of Bond.

The Trustee shall deposit the proceeds from the sale of the Bond in the manner provided in Section 2.02 hereof.

SECTION 6.04. Deposit of Revenues and Other Receipts.

Upon receipt of any Revenues or other receipts (except the proceeds of the Bond and moneys received upon sale or redemption prior to maturity of the Qualified Obligation), the Trustee shall deposit such amounts into the General Account of the General Fund.

SECTION 6.05. Operation of General Account.

The Trustee shall deposit in the General Account of the General Fund all amounts required to be deposited therein pursuant to the provisions of this Article VI.

The Trustee shall invest funds in the General Account in accordance with Article VIII hereof and shall make the following payments from the General Account on the specified dates and, if there are not sufficient funds to make all the payments required, with the following order of priority:

- (a) On or before 3 Business Days next preceding each Interest Payment Date, to the Registered Owners such amount (including Investment Securities held by the Trustee maturing or callable on or before the applicable Interest Payment Date) as shall be necessary to pay the principal and interest coming due on the Bond on such Interest Payment Date;
- (b) At such times as shall be necessary, to pay Program Expenses;
- (c) On or before 30 days after each anniversary of the issuance of the Bond, the amounts, if any, to be transferred to the Rebate Fund; and
- (d) After making such payments in paragraphs (a) through (c) above, the Trustee shall make a determination of the amounts reasonably expected to be received in the form of cash in the succeeding 12 months and shall transfer all moneys in the General Account

which, together with such expected receipts for the succeeding 12 months are in excess of the amounts needed to pay principal and interest on the Bond within the immediately succeeding twelve month period, to the Municipality at the request of the Municipality with the prior written approval of the Bank.

SECTION 6.06. Operation of the Redemption Account. The Trustee shall deposit in the Redemption Account all moneys received upon the sale or redemption prior to maturity of the Qualified Obligation and all other moneys required to be deposited therein pursuant to the provisions of Article IV and Article VI, shall invest such funds pursuant to Article VIII hereof and shall disburse the funds held in the Redemption Account to redeem Bond. Such redemption shall be made pursuant to a redemption under the provisions of Article IV hereof. The Trustee shall pay the interest accrued on the Bond so redeemed to the date of redemption from the General Account and the Redemption Price from the Redemption Account.

SECTION 6.07. Operation of the Purchase Account.

The Trustee shall deposit in the Purchase Account all moneys required to be deposited therein pursuant to the provisions of Section 2.02 and Article VI, shall invest such funds pursuant to Article VIII, and shall disburse the funds held in the Purchase Account to purchase the Qualified Obligation in accordance with the procedures established by the Bank as set forth in Article VII upon the submission of requisitions of the Bank signed by an Authorized Officer of the Bank stating that all requirements with respect to such financing set forth in this Indenture have been or will be complied with. Upon purchase of the Qualified Obligation, the Municipality will provide for the deposit of such funds in the Series 2023 Improvements Fund established under the Municipality Bond Resolution, which funds will be used by the Municipality to finance the Project. Any amount remaining in the Purchase Account after purchase of the Qualified Obligations shall be transferred to the Redemption Account of the General Fund and used for the redemption of Bond as permitted in Section 6.06.

SECTION 6.08. Operation of Bond Issuance Expense Account.

The Trustee shall deposit in the Bond Issuance Expense Account the moneys required to be deposited therein pursuant to Section 2.02 of this Indenture, shall invest such funds pursuant to Article VIII hereof, and shall disburse the funds held in the Bond Issuance Expense Account as follows:

- (a) Upon receipt of acceptable invoices and the written authorization of an Authorized Officer of the Bank and an Authorized Officer of the Municipality, to pay the Costs of Issuance of the Bond and the Qualified Obligation or to reimburse the Bank for amounts previously advanced for such costs; and
- (b) On the date that is 60 days after the date of issuance of the Bond, any funds remaining in the Bond Issuance Expense Account shall be transferred to the General Account of the General Fund.

SECTION 6.09. Operation of the Rebate Fund.

(a) The Trustee is authorized to establish and maintain, so long as any Bond is Outstanding and are subject to a requirement that arbitrage profits be rebated to the United States of America, a separate fund to be known as the "Rebate Fund." The Trustee shall make information regarding the Bond and investments hereunder available to the Bank and shall make deposits and disbursements from the Rebate Fund in accordance with the "memorandum of compliance" received from the Bank pursuant to Section 8.02 hereof, shall invest the Rebate Fund as directed by the Bank, and shall deposit income from such investments immediately upon receipt thereof in the Rebate Fund. Anything in this Indenture to the contrary notwithstanding, the provisions of this Section may be superseded or amended by an amended "memorandum of compliance" and accompanied by an Opinion of Bond Counsel addressed to the Trustee to the effect that the provisions of the amended "memorandum of compliance" will not adversely affect the exclusion from gross income for federal income tax purposes of the interest on the Bond.

(b) If a deposit to the Rebate Fund is required as a result of the computations made by or on behalf of the Bank, the Trustee shall, upon receipt of direction from the Bank, accept such payment for the benefit of the Bank and make transfers of moneys from the General Account to the Rebate Fund to comply with such direction. If amounts in excess of that required to be rebated to the United States of

America accumulate in the Rebate Fund, the Trustee shall, upon direction from the Bank, transfer such amount to the General Account of the General Fund.

(c) Not later than 60 days following _____ 1, 20__, the Trustee shall, upon written request of the Bank pay to the United States of America 100% of the amount required to be on deposit in the Rebate Fund as of such payment date provided that direction from the Bank for transfer of such amount to the Rebate Fund has been previously received by the Trustee pursuant to the provisions of Section 6.09(b), and further provided that funds were available in the General Account of the General Fund to fund 100% of the amount required to be on deposit in the Rebate Fund as of such payment date. Each payment required to be paid to the United States of America pursuant to this Section shall be filed with the Internal Revenue Service Center, Ogden, Utah 84201. Each payment shall be accompanied by a copy of the Form 8038-G originally filed with respect to the Bond, if any, and a statement of the Bank summarizing the determination of the amount to be paid to the United States of America.

SECTION 6.10. Moneys to be Held in Trust.

All moneys required to be deposited with or paid to the Trustee for the account of any Fund or Account established under any provision of this Indenture shall be held by the Trustee in trust and applied in accordance with the provisions of this Indenture, except for moneys held pursuant to the Rebate Fund and any Accounts created thereunder and except for moneys deposited with or paid to the Trustee for the redemption of Bond, notice of the redemption of which has been duly given, and shall, while held by the Trustee, constitute part of the Trust Estate and be subject to the security interest created hereby and shall not be subject to any lien or attachment by any creditor of the Bank. and shall, while held by the Trustee, constitute part of the Trust Estate and be subject to the security interest created hereby and shall not be subject to any lien or attachment by any creditor of the Bank.

SECTION 6.11. Amounts Remaining in Funds or Accounts.

Any amounts remaining in any Fund or Account after full payment of the Bond and the fees, charges (including any required rebate to the United States of America), and expenses of the Trustee and all other amounts due and owing hereunder shall be distributed to the Municipality, except for any moneys owing to the Bank which shall be paid to such party and except as provided in Section 3.08 hereof.

SECTION 6.12. Certain Verifications.

The Bank and/or the Trustee from time to time may cause a firm of independent certified public accountants of national standing or other nationally recognized experts to supply the Bank and the Trustee with such information as the Bank or the Trustee may request in order to determine in a manner reasonably satisfactory to the Bank and the Trustee all matters relating to: (a) the sufficiency of projected cash flow receipts and disbursements with respect to the Funds and Accounts to pay the principal of and interest on the Bond and Program Expenses; (b) the actuarial yields on the Outstanding Bond as the same may relate to any data or conclusions necessary to verify that the Bond is not arbitrage Bond within the meaning of Section 148 of the Code; (c) the yields on any obligations acquired and held by the Bank and/or the Trustee; and (d) the rebate calculation required by Section 6.09 hereof. The Bank and/or the Trustee from time to time may also obtain an Opinion of Bond Counsel concerning post-issuance compliance with any federal legislation applicable to the Bond. The fees of such independent certified public accountants and Bond Counsel shall constitute reimbursable Program Expenses.

ARTICLE VII.
PURCHASE OF QUALIFIED OBLIGATION

SECTION 7.01. Terms and Conditions of Purchase.

The Qualified Obligation purchased by the Bank shall be purchased on the terms and conditions of and upon submission of the documents required by this Article VII.

SECTION 7.02. Purchases.

The Trustee shall pay the purchase price of the Qualified Obligation upon receipt by the Trustee of:

- (a) a written requisition of the Bank signed by an Authorized Officer of the Bank stating to whom payment is to be made and the amount to be paid;
- (b) a certificate signed by an Authorized Officer of the Municipality attached to the requisition and certifying that the Municipality, pursuant to the Qualified Obligation Purchase Agreement, has sold or will sell the Qualified Obligation to the Bank, and is obligated to make Qualified Obligation Payments, and to pay all fees and charges required to be paid to the Bank under the Municipality Bond Resolution, and that, to the knowledge of such officer, the Municipality is not in default under the payment terms or other material terms or provisions of any other obligations of the Municipality;
- (c) a certified transcript of proceedings authorizing the authorization, issuance, sale, execution, and delivery of the Qualified Obligation, which transcript shall contain the certifications required by the Act and such other certifications and representations which are reasonable and appropriate as determined by the Bank or Trustee;
- (d) the opinions of Bond Counsel in form satisfactory to the Bank stating that the Qualified Obligation constitutes a valid and binding general obligation enforceable in accordance with its terms, subject to such enforcement limitations customarily contained in such opinions;
- (e) the Qualified Obligation, registered as to both principal and interest to the Bank and delivered in accordance with the Act;
- (f) an Opinion of Counsel for the Municipality in form satisfactory to the Bank stating that such Municipality is a “local governmental unit” within the meaning of the Act;
- (g) a fully executed Intercept Agreement;
- (h) a signed Qualified Obligation Purchase Agreement; and
- (i) a certificate from the Municipality stating that either: (i) the Municipality is exempt from the rebate requirements of Section 148 of the Code, or (ii) the Municipality is subject to the rebate requirements of Section 148 of the Code and will comply with such provisions, or (iii) if the Municipality intends to meet an exception from rebate contained in Section 148(f)(4)(C) of the Code, it elects on or before the closing date to pay a penalty in lieu of rebate if such provisions are not met.

Upon receipt of the documents enumerated above, the Trustee shall pay such amount directly to the entity entitled thereto as named in such requisition.

SECTION 7.03. Retention and Inspection of Documents.

The Qualified Obligation and all documents received by the Trustee as required in this Article as a condition of payment may be relied upon by and shall be retained in the possession of the Trustee, subject at all times during normal business hours to the inspection of the Bank and, after written request received by the Trustee at least 5 Business Days prior to the date of inspection, by any Bondholders of at least 5% in principal amount of Outstanding Bond.

SECTION 7.04. Report.

The Bank may require a report to be made by an officer or employee of the Trustee on behalf of the Trustee within 60 days after the delivery of the Bond covering all receipts and all disbursements made pursuant to the provisions of this Article in respect of the net proceeds of the Bond deposited in the Purchase Account. Said report shall be supplemented at least once every 60 days by the Trustee until all of the net proceeds of the

Bond deposited in the Purchase Account shall have been expended. Each such report shall be mailed by the Trustee to the Bank.

ARTICLE VIII. INVESTMENT OF MONEYS

SECTION 8.01. General Provisions.

(a) Unless otherwise directed by an Authorized Officer of the Bank or an Authorized Officer of the Municipality, any moneys held as part of any Fund or Account created under or pursuant to Article VI hereof and the Rebate Fund shall be invested or reinvested by the Trustee as continuously as reasonably possible in such Investment Securities as may be directed in writing by an Authorized Officer of the Municipality. All such investments shall at all times be a part of the Fund or Account in which the moneys used to acquire such investments had been deposited and, except as provided in Article VI, all income and profits on such investments, other than from moneys on deposit in the Rebate Fund or any Account created thereunder, shall be deposited as received in the General Account. The Trustee may make any and all such investments through its bond department or through the bond department of any financial institution that is an affiliate of the Trustee and may trade with itself or any of its affiliates in doing so. Moneys in separate Funds and Accounts may not be commingled for the purpose of investment or deposit. Any investment losses shall be charged to the Fund or Account in which moneys used to purchase such investment have been deposited. For so long as the Trustee is in compliance with the provisions of this Section, the Trustee shall not be liable for any investment losses. Moneys in any Fund or Account shall be invested in Investment Securities with a maturity date that shall coincide as nearly as practicable with times at which moneys in such Funds or Accounts will be required for the purposes thereof. The Trustee shall sell and reduce to cash a sufficient amount of such investments in the respective Fund or Account whenever the cash balance therein is insufficient to pay the amounts contemplated to be paid therefrom at the time those amounts are to be paid. All investment income from the assets held in any Fund or Account, except for the Rebate Fund and any Accounts created thereunder, will be added to the General Account.

(b) The Bank (i) certifies to the owners of the Bond from time to time Outstanding that moneys on deposit in any Fund or Account in connection with the Bond, whether or not such moneys were derived from the proceeds of the sale of the Bond or from any other sources, are not intended to be used in a manner which will cause the interest on the Bond to lose the exclusion from gross income for federal income tax purposes and (ii) covenants with the owners of the Bond from time to time Outstanding that, so long as any of the Bond remain Outstanding, moneys on deposit in any Fund or Account established in connection with the Bond, whether or not such moneys were derived from the proceeds of the sale of the Bond or from any other source, will not be used in any manner which will cause the interest on the Bond to become subject to federal income taxation.

SECTION 8.02. Arbitrage Restrictions; Bond to Remain Tax Exempt.

(a) The Bank shall provide the Trustee with the “memorandum of compliance” which shall govern the investment of the Funds and Accounts and the application of Section 6.09 hereof.

(b) Without limiting subsection (b) of Section 8.01 hereof, the Bank further covenants and agrees that it will not take any action or fail to take any action with respect to the investment of the proceeds of the Bond, or with respect to the investment or application of any payments under the Qualified Obligation or any other agreement or instrument entered into in connection therewith or with the issuance of the Bond, including but not limited to the obligation, if any, to rebate certain funds to the United States of America, which would result in constituting the Bond as arbitrage Bond within the meaning of such term as used in Section 148 of the Code. The Bank further agrees that it will not act in any other manner that would adversely affect the exclusion from gross income tax for federal income tax purposes of the interest on the Bond.

ARTICLE IX. DISCHARGE OF INDENTURE

SECTION 9.01. Discharge of Indenture.

Except as provided in this Article IX, if payment or provision for payment is made to the Trustee, of the principal of, premium, if any, and interest due and to become due on the Bond at the times and in the manner stipulated therein, and there is paid or caused to be paid to the Trustee all sums of money due and to become due according to the provisions hereof, and all other amounts due hereunder have been paid in full, then these presents

and the Trust Estate and rights hereby granted shall cease, terminate, and be void, whereupon the Trustee shall cancel and discharge the lien of this Indenture, and execute and deliver to the Bank such instruments in writing as shall be requisite to cancel and discharge the lien hereof, and release, assign, and deliver unto the Bank any and all estate, right, title, and interest in and to any and all rights assigned or pledged to the Trustee hereby or otherwise subject to the lien of this Indenture, except moneys or securities held by the Trustee for the payment of the principal of, premium, if any, and interest on the Bond.

Any Bond shall be deemed to be paid within the meaning of this Indenture when: (a) payment of the principal of (and premium, if any, on) such Bond and interest thereon to the due date thereof (whether such due date be by reason of maturity or upon redemption as provided in this Indenture or otherwise), either: (i) shall have been made or caused to have been made in accordance with the terms thereof or (ii) shall have been provided for by irrevocably depositing with the Trustee or other financial institution (which must meet the requirements of Section 11.07 hereof) which provides services as escrow agent for the Bank (for purposes of this Article, an “Escrow Agent”), in trust and exclusively for such payment, (A) moneys sufficient to make such payment or (B) Governmental Obligations maturing as to principal and interest in such amounts and at such times, without consideration of any reinvestment thereof, as will insure the availability of sufficient moneys to make such payment, or (C) a combination of such moneys and Governmental Obligations, and (b) all necessary and proper fees and expenses of the Trustee pertaining to the Bond, including the amount, if any, required to be rebated to the United States of America in accordance with the “memorandum of compliance” and Section 6.09 hereof, with respect to which such deposit is made shall have been paid or deposited with the Trustee.

Notwithstanding the foregoing, in the case of Bond which by their terms may be redeemed prior to their stated maturity, no deposit under the immediately preceding paragraph shall be deemed a payment of such Bond as aforesaid until the Bank shall have given the Trustee, in form satisfactory to the Trustee, irrevocable instructions:

(i) stating the date when the principal of each such Bond is to be paid, whether at maturity or on a Redemption Date (which shall be any Redemption Date permitted by this Indenture);

(ii) to call for redemption pursuant to this Indenture any Bond to be redeemed prior to maturity pursuant to subparagraph (i) hereof; and

(iii) to mail, as soon as practicable, in the manner prescribed by Article IV hereof for notice of the redemption of Bond, a notice to the owners of such Bond that the deposit required by (ii) of the preceding paragraph has been made with the Trustee and that said Bond is deemed to have been paid in accordance with this Article and stating the maturity or Redemption Date upon which moneys are to be available for the payment of the principal of or Redemption Price, if applicable, of said Bond as specified in subparagraph (i) of this paragraph.

Any moneys so deposited with the Trustee as provided in this Article may at the direction of the Bank also be invested and reinvested in Governmental Obligations, maturing in the amounts and times as hereinbefore set forth, and all income from all Governmental Obligations in the hands of the Trustee pursuant to this Article which is not required for the payment of the Bond and interest thereon with respect to which such moneys shall have been so deposited, shall be deposited in the General Account of the General Fund, as and when and collected for use and application, as are other moneys deposited in the General Account of the General Fund.

With respect to the Bond, no such deposit under this Article shall be made or accepted hereunder and no use made of any such deposit unless the Trustee shall have received an Opinion of Bond Counsel to the effect that such deposit and use would not cause any of the Bond to be treated as arbitrage Bond within the meaning of Section 148 of the Code. Moreover, no such deposit shall be deemed a payment of such Bond unless the Trustee

shall have received a verification from an accountant or firm of accountants appointed by the Bank and acceptable to the Trustee verifying the sufficiency of the deposit to pay the principal of, premium, if any, and interest on the Bond to the due date, whether such due date be by reason of maturity or upon redemption.

Notwithstanding any provision of any other Article of this Indenture which may be contrary to the provisions of this Article, all moneys or Governmental Obligations set aside and held in trust pursuant to the provisions of this Article for the payment of Bond (including interest thereon but excluding any amounts set aside for rebate to the United States of America) shall be applied to and used solely for the payment of the particular Bond (including premium, if any, and interest thereon) with respect to which such moneys or obligations have been so set aside in trust.

Upon the deposit with the Trustee, in trust, at or before maturity, of money or Governmental Obligations in the necessary amount to pay or redeem all Outstanding Bond as aforesaid (whether upon or prior to their maturity or the Redemption Date of such Bond), provided that if such Bond is to be redeemed prior to the maturity thereof, notice of such redemption shall have been given as hereinabove provided, or provisions satisfactory to the Trustee shall have been made for the giving of such notice, and compliance with the other payment requirements hereof, this Indenture may be discharged in accordance with the provisions hereof but the limited liability of the Bank in respect of such Bond shall continue provided that the owners thereof shall thereafter be entitled to payment only out of the moneys or Governmental Obligations deposited with the Trustee as aforesaid.

ARTICLE X.
DEFAULT PROVISIONS AND REMEDIES
OF TRUSTEE AND BONDHOLDERS

SECTION 10.01. Defaults; Events of Default.

If any of the following events occurs, it is hereby defined as and declared to be and to constitute an “Event of Default”:

- (a) Default in the due and punctual payment of any interest on any Bond; or
- (b) Default in the due and punctual payment of the principal or redemption premium of any Bond whether at the stated maturity thereof or on any date fixed for redemption; or
- (c) Failure of the Bank to remit to the Trustee within the time limits prescribed herein any moneys which are required by this Indenture to be so remitted; or
- (d) Default in the performance or observance of any other of the covenants, agreements, or conditions on the part of the Bank contained in this Indenture or in the Bond and failure to remedy the same within the time provided in, and after notice thereof pursuant to, Section 10.10 hereof; or
- (e) Any warranty, representation, or other statement by or on behalf of the Bank contained in this Indenture or in any instrument furnished in compliance with or in reference to this Indenture is false or misleading, when made, in any material respect, and failure to remedy the same within the time provided in, and after notice thereof pursuant to, Section 10.10 hereof; or
- (f) A petition is filed against the Bank under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution, or liquidation law of any jurisdiction whether now or hereafter in effect and is not dismissed within sixty (60) days after such filing; or
- (g) The Bank files a petition in voluntary bankruptcy or seeking relief under any provisions of any bankruptcy, reorganization, arrangement, insolvency, adjustment of debt, dissolution, or liquidation law of any jurisdiction whether now or hereafter in effect, or consents to the filing of any petition against it under such law; or

- (h) The Bank is generally not paying its debts as such debts become due, or becomes insolvent or bankrupt, or makes an assignment for the benefit of creditors, or a liquidator or trustee of the Bank or any of its property is appointed by court order or takes possession of such property and such order remains in effect or such possession continues for more than 60 days; or
- (i) Default in the due and punctual payment of any interest or principal on the Qualified Obligation; or
- (j) There is a default under the Qualified Obligation and the Municipality Bond Resolution.

SECTION 10.02. Remedies; Rights of Bondholders.

Upon the occurrence of an Event of Default, the Trustee shall notify the owners of all Bond then Outstanding of such Event of Default by registered or certified mail, and will have the following rights and remedies:

- (a) The Trustee may pursue any available remedy at law or in equity or by statute to enforce the payment of the principal of and interest on the Bond then Outstanding, including enforcement of any rights of the Bank or the Trustee under the Qualified Obligation, including, but not limited to, acceleration thereof.
- (b) The Trustee may by action or suit in equity require the Bank to account as if it were the trustee of an express trust for the holders of the Bond and may take such action with respect to the Qualified Obligation as the Trustee deems necessary or appropriate and in the best interest of the Bondholders, subject to the terms of the Qualified Obligation.
- (c) Upon the filing of a suit or other commencement of judicial proceedings to enforce any rights of the Trustee and of the Bondholders under this Indenture, the Trustee will be entitled, as a matter of right, to the appointment of a receiver or receivers of the Trust Estate and of the Revenues, issues, earnings, income, products, and profits thereof, pending such proceedings, with such powers as the court making such appointment shall confer.
- (d) The Trustee may declare the principal of and accrued interest on all Bond to be due and payable immediately in accordance with this Indenture and the Act, by notice to the Bank and the Municipality.

Upon the occurrence of an Event of Default, (a) if requested so to do by the holders of 25% or more in aggregate principal amount of all Bond then Outstanding and if indemnified as provided in Section 11.01(k) hereof, or (b) if indemnified as provided in Section 11.01(k) hereof, the Trustee shall be obligated to exercise such one or more of the rights, remedies, and powers conferred by this Section as the Trustee, being advised by Counsel, shall deem most expedient in the interests of the Bondholders.

No right or remedy by the terms of this Indenture conferred upon or reserved to the Trustee (or to the Bondholders) is intended to be exclusive of any other right or remedy, but each and every such right or remedy shall be cumulative and shall be in addition to any other right or remedy given to Trustee or to the Bondholders hereunder or now or hereafter existing at law or in equity or by statute. The assertion or employment of any right or remedy shall not prevent the concurrent or subsequent assertion or employment of any other right or remedy.

No delay or omission to exercise any right or remedy accruing upon any Event of Default shall impair any such right or remedy or shall be construed to be a waiver of any such Event of Default or acquiescence therein, and every such right or remedy may be exercised from time to time and as often as may be deemed expedient.

No waiver of any Event of Default hereunder, whether by the Trustee or by the Bondholders, shall extend to or shall affect any subsequent Event of Default or shall impair any rights or remedies consequent thereon.

SECTION 10.03. Rights of Bondholders to Direct Proceedings.

Anything in this Indenture to the contrary notwithstanding, the Bondholders of a majority in aggregate principal amount of Bond then Outstanding shall have the right, at any time during the continuance of an Event

of Default, by an instrument or instruments in writing executed and delivered to the Trustee, to direct the time, method, and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions of this Indenture, or for the appointment of a receiver or any other proceedings hereunder; provided that such direction shall not be otherwise than in accordance with the provisions of law and of this Indenture.

SECTION 10.04. Appointment of Receivers.

Upon the occurrence of an Event of Default, and upon the filing of a suit or other commencement of judicial proceedings to enforce any rights of the Trustee and of the Bondholders under this Indenture, the Trustee shall be entitled, as a matter of right, to the appointment of a receiver or receivers of the Trust Estate and of the Revenues, issues, earnings, income, products, and profits thereof, pending such proceedings with such powers as the court making such appointment shall confer.

SECTION 10.05. Application of Moneys.

All moneys received by the Trustee pursuant to any right or remedy given or action taken under the provisions of this Article (including moneys received by virtue of action taken under provisions of the Municipality Bond Resolution and the Qualified Obligation) shall, after payment of the costs and expenses of the proceedings resulting in the collection of such moneys and of the expenses, liabilities and advances incurred or made by the Trustee and any other moneys owed to the Trustee hereunder, be deposited in the General Account and all moneys in such Accounts shall be applied as follows:

(a) Unless the principal of all the Bond shall have become due and payable, all such moneys shall be applied:

FIRST - To the payment to the persons entitled thereto of all installments of interest then due on the Bond, including interest on any past due principal of any Bond at the rate borne by such Bond, in the order of the maturity of the installments of such interest and, if the amount available shall not be sufficient to pay in full any particular installment, then to such payment ratably, according to the amounts due on such installments, to the persons entitled thereto, without any discrimination or privilege; and

SECOND - To the payment to the persons entitled thereto of the unpaid principal of any of the Bond which shall have become due either at maturity or pursuant to a call for redemption (other than Bond called for redemption for the payment of which other moneys are held pursuant to the provisions of this Indenture), in the order of their due dates, and, if the amount available shall not be sufficient to pay in full the principal of Bond due on any particular date, together with such interest, then to such payment ratably, according to the amount of principal due on such date, to the persons entitled thereto without any discrimination or privilege.

(b) If the principal of all the Bond shall have become due or shall have been declared due and payable, all such moneys shall be applied to the payment of the principal and interest then due and unpaid upon the Bond, without preference or priority of principal over interest or of interest over principal, or of any installment of interest over any other installment of interest, or of any Bond over any other Bond, ratably, according to the amounts due respectively for principal and interest, to the persons entitled thereto without any discrimination or privilege.

Whenever moneys are to be applied pursuant to the provisions of this Section, such moneys shall be applied at such times, and from time to time, as the Trustee shall determine, having due regard for the amount of such moneys available for application and the likelihood of additional moneys becoming available for such application in the future. Whenever the Trustee shall apply such funds, it shall fix the date (which shall be an

Interest Payment Date unless the Trustee shall deem another date more suitable) upon which such application is to be made and upon such date interest on the amounts of principal to be paid on such dates shall cease to accrue. The Trustee shall give such notice as it may deem appropriate of the deposit with it of any such moneys and of the fixing of any such date, and shall not be required to make payment of principal to the owner of any Bond until such Bond shall be presented to the Trustee for appropriate endorsement or for cancellation if fully paid.

Whenever all principal of and interest on all Bond have been paid under the provisions of this Section and all expenses and charges of the Trustee have been paid and all other amounts due hereunder have been paid in full, any balance remaining in the General Account shall be paid as provided in Article VI hereof.

SECTION 10.06. Remedies Vested in the Trustee.

All rights of action (including the right to file proof of claims) under this Indenture or under any of the Bond may be enforced by the Trustee without the possession of any of the Bond or the production thereof in any trial or other proceeding related thereto and any such suit or proceeding instituted by the Trustee shall be brought in its name as Trustee without the necessity of joining as plaintiffs or defendants any owners of the Bond, and any recovery of judgment shall be for the equal and ratable benefit of the owners of all the Outstanding Bond.

SECTION 10.07. Rights and Remedies of Bondholders.

No owner of any Bond shall have any right to institute any suit, action, or proceeding at law or in equity for the enforcement of this Indenture or for the execution of any trust hereof or for the appointment of a receiver or any other remedy hereunder, unless: (a) a Default has occurred, (b) such Default shall have become an Event of Default and the Bondholders of not less than 25% in aggregate principal amount of Bond then Outstanding shall have made written request to the Trustee and shall have offered it reasonable opportunity either to proceed to exercise the remedies hereinbefore granted or to institute such action, suit, or proceeding in its own name, (c) such Bondholders of Bond have offered to the Trustee indemnity as provided in Section 11.01(k) hereof, and (d) the Trustee has refused or for 60 days after receipt of such request and offer of indemnification has failed to exercise the remedies hereinbefore granted or to institute such action, suit, or proceeding in its own name, and such request and offer of indemnity are hereby declared in every case at the option of Trustee to be conditions precedent to the execution of the powers and trusts of this Indenture, and to any action or cause of action for the enforcement of this Indenture, or for the appointment of a receiver or for any other remedy hereunder; it being understood and intended that no one or more owners of the Bond shall have any right in any manner whatsoever to affect, disturb, or prejudice the lien of this Indenture by its, his, her, or their action or to enforce any right hereunder except in the manner herein provided, and that all proceedings at law or in equity shall be instituted, had and maintained in the manner herein provided and for the equal and ratable benefit of the owners of all Bond then Outstanding. However, nothing contained in this Indenture shall affect or impair the right of any Bondholder to enforce the payment of the principal of, premium, if any, and interest on any Bond at and after the maturity thereof, or the limited obligation of the Bank to pay the principal of, premium, if any, and interest on each of the Bond issued hereunder to the respective owners thereof at the time and place, from the source and in the manner expressed in the Bond.

SECTION 10.08. Termination of Proceedings.

In case the Trustee or any owner of any Bond shall have proceeded to enforce any right under this Indenture by the appointment of a receiver or otherwise, and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely, then and in every such case the Bank, the Trustee, and the Bondholders shall be restored their former positions and rights hereunder, respectively, and with regard to the property herein subject to this Indenture, and all rights, remedies, and powers of the Trustee and the owners of Bond shall continue as if no such proceedings had been taken.

SECTION 10.09. Waivers of Events of Default.

The Trustee may waive any Event of Default hereunder and its consequences, and shall do so upon the written request of the Bondholders of (a) more than 66 2/3% in aggregate principal amount of all the Bond then Outstanding in respect of which an Event of Default in the payment of principal or interest exists, or (b) more than 50% in aggregate principal amount of all Bond then Outstanding in the case of any other Event of Default; provided, however, that there shall not be waived, (c) any Event of Default in the payment of the principal of any Outstanding Bond at the date of maturity specified therein, or (d) any Event of Default in the payment when due of the interest on any Outstanding Bond unless prior to such waiver all of the interest or all payments of principal when due, as the case may be, with interest on overdue principal at the rate borne by such Bond, and all expenses of the Trustee in connection with such Event of Default shall have been paid or provided for, or (e) any Event of Default for nonpayment of Program Expenses. In case of any such waiver or rescission, or in case any proceeding taken by the Trustee on account of any such Event of Default shall have been discontinued or abandoned or determined adversely, then and in every such case the Bank, the Trustee, and the Bondholders shall be restored to their former positions and rights hereunder, respectively, but no such waiver or recession shall extend to any subsequent or other Event of Default or impair any rights consequent thereon.

SECTION 10.10. Notice of Defaults under Section 10.01(d) or (e); Opportunity of the Bank to Cure Such Defaults.

Anything herein to the contrary notwithstanding, no Default under Section 10.01(d) or (e) hereof shall constitute an Event of Default until actual notice of such Default by registered or certified mail shall be given to the Bank by the Trustee or the Bondholders of not less than 25% in aggregate principal amount of all Bond then Outstanding and the Bank shall have had 60 days after receipt of such notice to correct the Default or cause the Default to be corrected, and shall not have corrected the Default or caused the Default to be corrected within the applicable period; provided, however, if the Default be such that it is correctable but cannot be corrected within the applicable period, it shall not constitute an Event of Default if corrective action is instituted by the Bank within the applicable period and diligently pursued until the Default is corrected. If a Default is cured under this Section, then it will not constitute an Event of Default.

With regard to any alleged Default concerning which notice is given to the Bank under the provisions of this Section, the Bank hereby grants to the Trustee full authority for the account of the Bank to perform any covenant or obligation, the failure of performance which is alleged in said notice to constitute an Event of Default, in the name and stead of the Bank with full power to do any and all things and acts to the same extent that the Bank could do and perform any such things and acts and with power of substitution.

ARTICLE XI.
TRUSTEE

SECTION 11.01. Acceptance of the Trusts.

The Trustee hereby accepts the trusts and duties imposed upon it by this Indenture, and agrees to perform said trusts and duties with the same degree of care and skill in their exercise, as a prudent corporate trustee would exercise or use under the circumstances in the conduct of its own affairs, but only upon and subject to the following express terms and conditions:

(a) The Trustee, prior to the occurrence of an Event of Default and after the curing of all Events of Default which may have occurred, undertakes to perform such duties and only such duties as are specifically set forth in this Indenture. In case an Event of Default has occurred (which has not been cured or waived), the Trustee shall exercise the rights and powers vested in it by this Indenture in accordance with the standard specified above.

(b) The Trustee may execute any of the trusts or powers hereof and perform any of its duties by or through attorneys, agents, receivers, or employees but shall not be answerable for the conduct of the same if appointed in accordance with the standard specified above, and shall be entitled to advice of Counsel concerning all matters of trusts hereof and the duties hereunder, and may in all cases pay such reasonable compensation to all such attorneys, agents, receivers, and employees as may reasonably be employed in connection with the trusts hereof. The Trustee may act upon the opinion or advice of any attorney or firm of attorneys (who may be the attorney or firm of attorneys for the Bank), approved by the Trustee in the exercise of reasonable care. The Trustee shall not be responsible for any loss or damage resulting from any action or non-action in good faith in reliance upon such opinion or advice.

(c) The Trustee shall not be responsible for any recital herein or in the Bond, other than the "Certificate of Authentication" required by Section 3.04 hereof, or for the validity of the execution by the Bank of this Indenture or of any supplements hereto or instruments of further assurance, or for the sufficiency of the security for the Bond issued hereunder or intended to be secured hereby.

(d) The Trustee shall not be accountable for the use of any Bond authenticated or delivered hereunder. The Trustee may become the owner of Bond secured hereby with the same rights which it would have if not the Trustee and Bond owned by the Trustee shall be deemed Outstanding unless canceled pursuant to the provisions hereof.

(e) The Trustee shall be protected in acting upon any notice, request, consent, certificate, order, affidavit, letter, telegram, or other paper or document reasonably believed to be genuine and correct and to have been signed or sent by the proper person or persons. The Trustee shall not withhold unreasonably its consent, approval, or action to any reasonable request of the Bank. Any action taken by the Trustee pursuant to this Indenture upon the request of the Bank or consent of any person who at the time of making such request or giving such consent is the owner of any Bond, shall be conclusive and binding upon all future owners of the same Bond and upon Bond issued in exchange therefor or in place thereof.

(f) As to the existence or nonexistence of any fact or as to the sufficiency or validity of any instrument, paper, or proceeding, the Trustee shall be entitled in good faith to rely upon a certificate signed by an Authorized Officer of the Bank or an Authorized Officer of the Municipality as sufficient evidence of the facts therein contained and prior to the occurrence of an Event of Default of which the Trustee has become aware shall also be at liberty to accept a similar certificate to the effect that any particular dealing, transaction, or action is necessary or expedient. The Trustee may accept a certificate of an Authorized Officer of the Bank or an Authorized Officer of the Municipality under its seal to the effect that a resolution in the form therein set forth has been adopted by the Bank or the Municipality as conclusive evidence that such resolution has been duly adopted and is in full force and effect.

(g) The permissive right of the Trustee to do things enumerated in this Indenture and in the Intercept Agreement shall not be construed as a duty and it shall not be answerable for such other than for its gross negligence or willful default.

(h) At any and all reasonable times the Trustee and its duly authorized agents, attorneys, experts, engineers, accountants, and representatives shall have the right to inspect any and all of the books, papers and records of the Bank pertaining to the Revenues and receipts pledged to the payment of the Bond, and to take such memoranda from and in regard thereto as may be desired.

(i) The Trustee shall not be required to give any bond or surety in respect of the execution of the said trusts and powers or otherwise in respect of the premises.

(j) Notwithstanding anything elsewhere in this Indenture contained, the Trustee shall have the right, but shall not be required, to demand, in respect of the authentication of any Bond, the withdrawal of any cash, or any action whatsoever within the purview of this Indenture, any showings, certificates, opinions, appraisals, or other information, or corporate action or evidence thereof, in addition to that by the terms hereof required as a condition of such action, deemed desirable by the Trustee for the purpose of establishing the right of the Bank to the authentication of any Bond, the withdrawal of any cash or the taking of any other action by the Trustee.

(k) Before taking any action referred to in Section 10.02, 10.03, or 10.07 hereof, the Trustee may require that a satisfactory indemnity bond or other security be furnished for the reimbursement of all expenses to which it may be put and to protect it against all liability, except liability which is adjudicated to have resulted from its gross negligence or willful default.

(l) All moneys received by the Trustee shall, until used, applied, or invested as herein provided, be held in trust for the purposes for which they are received but need not be segregated from other funds except to the extent required by law. The Trustee shall not be under any liability for interest on any moneys received hereunder except such as may be agreed upon in writing.

(m) The Trustee for all purposes of this Indenture shall be deemed to be aware of any Event of Default in the payment of principal, premium, if any, or interest on any of the Bond.

SECTION 11.02. Fees, Charges, and Expenses of the Trustee.

The Trustee shall be entitled to prompt payment and reimbursement upon demand for reasonable fees for its services rendered hereunder and all advances, counsel fees, and other expenses reasonably and necessarily made or incurred by the Trustee in connection with such services. The Trustee shall be entitled to payment and reimbursement for the reasonable fees and charges of the Trustee as paying agent and registrar for the Bond but only as herein provided. Upon any Event of Default, but only upon an Event of Default, the Trustee shall have a first lien with right of payment prior to payment on account of principal of or interest on any Bond upon the Trust Estate for the foregoing fees, charges, and expenses incurred by it, respectively.

SECTION 11.03. Intervention by the Trustee.

In any judicial proceeding to which the Bank is a party and which in the opinion of the Trustee and its Counsel has a substantial bearing on the interests of the owners of the Bond, the Trustee may intervene on behalf of the Bondholders, and shall do so if requested in writing by the Bondholders of at least twenty-five percent (25%) of the aggregate principal amount of Bond then Outstanding upon receiving indemnification satisfactory to the Trustee.

SECTION 11.04. Successor Trustee.

Any corporation or association into which the Trustee may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer its trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation, or transfer to which it is a party (“Reorganization”), ipso facto shall be and become successor Trustee hereunder, if legally qualified to serve as such, and vested with all of the title to the Trust Estate and all the trusts, powers, immunities, privileges, and all other matters as was its predecessor, without the execution or filing of any instrument or any further act, deed, or conveyance on the part of any of the parties hereto, anything herein to the contrary notwithstanding; provided that within thirty (30) days of the effective date of such Reorganization, the Bank may object to such corporation or association becoming successor Trustee by filing written notice of such objection with the Trustee and by mailing such notice to each Bondholder whereupon a successor or temporary Trustee shall be appointed in accordance with Section 11.07 hereof.

SECTION 11.05. Resignation by the Trustee.

The Trustee and any successor Trustee may at any time resign from the trusts hereby by giving 30 days written notice by registered or certified mail to the Bank, the Municipality and the owner of each Bond as shown by the list of Bondholders required by this Indenture to be kept at the office of the Trustee, and such resignation shall only take effect upon the appointment of a successor Trustee in accordance with Section 11.07 and acceptance of such appointment by the successor Trustee. Notwithstanding any other provision of this Indenture, no removal, resignation, or termination of the Trustee shall take effect until a successor shall be appointed.

SECTION 11.06. Removal of the Trustee.

The Trustee may be removed at any time with or without cause by an instrument or concurrent instruments in writing delivered to the Trustee and to the Bank and signed by the (a) the Municipality or (b) the Bondholders of a majority in aggregate principal amount of all Bond then Outstanding or their attorneys-in-fact duly authorized. Notice of the removal of the Trustee shall be given in the same manner as provided in Section 11.05

hereof with respect to the resignation of the Trustee. So long as no Event of Default or an event which, with the passage of time would become an Event of Default, shall have occurred and be continuing, the Trustee may be removed at any time for cause by resolution or other official written action taken by the Bank with such written action to be filed with the Trustee.

SECTION 11.07. Appointment of Successor Trustee by the Bondholders; Temporary Trustee.

In case the Trustee shall resign or be removed, or be dissolved, or shall be in course of dissolution or liquidation, or otherwise become incapable of acting hereunder, or in case it shall be taken under the control of any public officer or officers, or of a receiver appointed by a court, a successor may be appointed by the owners of a majority in aggregate principal amount of all Bond then Outstanding, by an instrument or concurrent instruments in writing signed by such owners, or by their attorneys-in-fact duly authorized, a copy of which shall be delivered personally or sent by registered mail to the Bank and the Municipality. Nevertheless, in case of such vacancy, the Bank by resolution may appoint a temporary Trustee to fill such vacancy. Within 90 days of such appointment, the Bondholders may appoint a successor Trustee; any such successor Trustee so appointed by the Bank shall become the successor Trustee if no appointment is made by the Bondholders within such period, but in the event an appointment is made by the Bondholders, the temporary Trustee shall immediately and without further act be superseded by any Trustee so appointed by such Bondholders. Notice of the appointment of a successor Trustee shall be given in the same manner as provided by Section 11.05 hereof with respect to the resignation of a Trustee. Every such Trustee appointed pursuant to the provisions of this Section shall be a trust company or bank having its principal place of business in the United States of America duly authorized to exercise trust powers and having a reported capital and surplus of not less than \$78,000,000, if there be such an institution willing, qualified, and able to accept the trust upon reasonable or customary terms.

SECTION 11.08. Concerning Any Successor Trustee.

Every successor Trustee appointed hereunder shall execute, acknowledge, and deliver to its predecessor and also to the Bank and the Municipality an instrument in writing accepting such appointment hereunder, and thereupon such successor, without any further act, deed, or conveyance, shall become fully vested with all the estates, properties, rights, powers, trusts, duties, and obligations of its predecessors; but such predecessor shall, nevertheless, on the written request of the Bank or the Municipality, after the payment of all fees, charges, and expenses which may be due and owing to such predecessor pursuant to the provisions of Section 11.02 hereof, execute and deliver an instrument transferring to such successor Trustee all the estates, properties, rights, powers, and trusts of such predecessor hereunder; and every predecessor Trustee shall deliver all securities, moneys, and other property or documents held by it as Trustee hereunder to its successor hereunder. Should any instrument in writing from the Bank be required by any successor Trustee for more fully and certainly vesting in such successor the estate, rights, powers, and duties hereby vested or intended to be vested in the predecessor, any and all such instruments in writing shall, on request, be executed, acknowledged, and delivered by the Bank. The resignation of any Trustee and the instrument or instruments removing any Trustee and appointing a successor hereunder, together with all other instruments provided for in this Article, shall be filed or recorded by the successor Trustee in each recording office where this Indenture shall have been filed or recorded.

SECTION 11.09. Indemnification.

The Bank, will, to the fullest extent permitted by law, protect, indemnify, and save the Trustee and its respective officers, board members, agents, and employees, harmless from and against all liabilities, losses, damages, costs, expenses (including attorneys' fees and expenses of the Trustee), taxes, causes of action, suits, claims, demands, and judgments of any nature arising from:

- (a) violation of any agreement, provision, or condition of this Indenture, the Qualified Obligation, the Bond, the Intercept Agreement, or the Municipality Bond Resolution except a violation by the Trustee resulting from its gross negligence or willful misconduct;
- (b) any statement or information relating to the expenditure of the proceeds of the Bond contained in the “Federal Tax Certificate” or similar document furnished by the Municipality to the Bank which, at the time made, is misleading, untrue, or incorrect in any material respect; and
- (c) any untrue statement or alleged untrue statement of a material fact contained in any offering material relating to the sale or remarketing of the Bond (as from time to time amended or supplemented) or arising out of or based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary in order to make the statements therein not misleading, or failure to properly register or otherwise qualify the sale of the Bond or failure to comply with any licensing or other law or regulation which would affect the manner whereby or to whom the Bond could be sold.

Promptly after receipt by the Trustee of notice of the commencement of any action with respect to which security and/or indemnity may be sought against the Bank under this Section, the Trustee will notify the Bank in writing of the commencement thereof, and, subject to the provisions hereinafter stated, the Bank shall assume the defense of such action (including the employment of Counsel or such other person as the case may be, and the payment of expenses). Insofar as such action shall relate to any alleged liability with respect to which security and/or indemnity may be sought against the Bank, the Trustee shall have the right to employ separate Counsel in any such action and to participate in the defense thereof, but the fees and expenses of such Counsel shall not be at the expense of the Bank unless the employment of such Counsel has been specifically authorized by the Bank. The Bank shall not be liable to indemnify any person for any settlement of any such action effected without its consent.

The Trustee is not responsible for any failure or delay in performance arising out of or caused by, directly or indirectly, force majeure events.

The Trustee has no obligation to risk or expend its own funds in furtherance of its duties pursuant to this Indenture.

The provisions of this Section shall survive the payment and discharge of the Qualified Obligation and the Bond.

SECTION 11.10. Successor Trustee as Trustee of Funds, Paying Agent, and Registrar.

In the event of a change in the office of Trustee, the predecessor Trustee which has resigned or been removed shall cease to be Trustee of the funds provided hereunder and registrar and paying agent for principal of, premium, if any, and interest on the Bond, and the successor Trustee shall become such Trustee, registrar and paying agent.

ARTICLE XII.
SUPPLEMENTAL INDENTURES

SECTION 12.01. Supplemental Indentures not Requiring Consent of Bondholders.

The Bank and the Trustee may, without the consent of, or notice to, any of the Bondholders, enter into an indenture or indentures supplemental to this Indenture for any one or more of the following purposes:

- (a) To cure any ambiguity or formal defect or omission in this Indenture;

- (b) To grant to or confer upon the Trustee for the benefit of the Bondholders any additional benefits, rights, remedies, powers, or authorities that may lawfully be granted to or conferred upon the Bondholders or the Trustee, or to make any change which, in the opinion of Bond Counsel, does not materially and adversely affect the interest of the owners of Outstanding Bond and does not require unanimous consent of the Bondholders pursuant to Section 12.02 hereof;
- (c) To subject to this Indenture additional Revenues, properties, or collateral;
- (d) To modify, amend, or supplement this Indenture or any indenture supplemental hereto in such manner as to permit the qualification hereof and thereof under the Trust Indenture Act of 1939 or any similar federal statute hereafter in effect or to permit the qualification of the Bond for sale under the securities laws of the United States of America or of any of the states of the United States of America, and, if they so determine, to add to this Indenture or any indenture supplemental hereto such other terms, conditions, and provisions as may be permitted by said Trust Indenture Act of 1939 or similar federal statute; and
- (e) To evidence the appointment of a separate or co-trustee or the succession of a new Trustee hereunder or the succession of a new registrar and/or paying agent.

SECTION 12.02. Supplemental Indentures Requiring Consent of Bondholders.

Exclusive of Supplemental Indentures provided for by Section 12.01 hereof and subject to the terms and provisions contained in this Section, and not otherwise, the owners of not less than a majority in aggregate principal amount of the Bond then Outstanding which are affected (exclusive of Bond held by the Bank), shall have the right, from time to time, anything contained in this Indenture to the contrary notwithstanding, to consent to and approve the execution by the Bank and the Trustee of such other indenture or indentures supplemental hereto as shall be deemed necessary and desirable by the Trustee for the purpose of modifying, altering, amending, adding to, or rescinding, in any particular, any of the terms or provisions contained in this Indenture or in any Supplemental Indenture; provided, however, that nothing in this Section contained shall permit, or be construed as permitting, without the consent of the owners of all then Outstanding Bond, (a) an extension of the maturity of the principal, the interest, or Redemption Date on any Bond issued hereunder, or (b) a reduction in the principal amount of any Bond or change in the rate of interest or redemption premium, or (c) a privilege or priority of any Bond or Bond over any other Bond or Bond, or (d) a reduction in the aggregate principal amount of the Bond required for consent to such Supplemental Indenture, or (e) the creation of any lien securing any Bond other than a lien ratably securing all of the Bond at any time Outstanding hereunder, or (f) any modification of the trusts, powers, rights, obligations, duties, remedies, immunities, and privileges of the Trustee without the written consent of the Trustee.

If at any time the Bank shall request the Trustee to enter into any such Supplemental Indenture for any of the purposes set forth in this Section, the Trustee shall, upon being satisfactorily indemnified with respect to expenses, cause notice of the proposed execution of such Supplemental Indenture to be mailed by registered or certified mail to each owner of a Bond at the address shown on the registration records maintained by the Trustee. Such notice shall briefly set forth the nature of the proposed Supplemental Indenture and shall state that copies thereof are on file at the Principal Office of the Trustee for inspection by all Bondholders. If, within 60 days, or such longer period as shall be prescribed by the Bank, following the mailing of such notice, the owners of not less than 51% in aggregate principal amount of the Bonds Outstanding at the time of the execution of any such Supplemental Indenture (exclusive of Bonds held by the Bank) shall have consented to and approved the execution of such Supplemental Indenture as provided in Section 13.01 hereof, no owner of any Bond shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Trustee or the Bank from executing the same or from taking any action pursuant to the provisions thereof. Upon the execution of any such Supplemental Indenture as in this Section permitted and provided, this Indenture shall be and be deemed to be modified and amended in accordance therewith.

ARTICLE XIII.
MISCELLANEOUS

SECTION 13.01. Consents, etc., of Bondholders.

Any consent, request, direction, approval, objection, or other instrument required by this Indenture to be signed and executed by the Bondholders may be in any number or concurrent writings of similar tenor and may be signed or executed by such Bondholders in person or by agent appointed in writing. Proof of the execution of any such consent, request, direction, approval, objection, or other instrument or of the writing appointing any such agent and of the ownership of Bond, if made in the following manner, shall be sufficient for any of the purposes of this Indenture, and shall be conclusive in favor of the Trustee with regard to any action taken by it or them under such request or other instrument, namely:

(a) The fact and date of the execution by any person of any such writing may be proved (i) by the certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the person signing such writing acknowledged before him the execution thereof or (ii) by an affidavit of any witness to such execution.

(b) The fact of ownership of Bond and the amount or amounts, numbers, and other identification of Bond, and the date of holding the same shall be proved by the registration records of the Bank maintained by the Trustee pursuant to Section 3.06 hereof.

SECTION 13.02. Limitation of Rights.

With the exception of rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Indenture or the Bond is intended or shall be construed to give to any person or company other than the parties hereto, and the owners of the Bond, any legal or suitable right, remedy or claim under or in respect to this Indenture or any covenants, conditions, and provisions herein contained; this Indenture and all of the covenants, conditions, and provisions hereof being intended to be and being for the sole and exclusive benefit of the parties hereto and the owners of the Bond as herein provided.

SECTION 13.03. Severability.

If any provision of this Indenture shall be held or deemed to be or shall, in fact, be illegal, inoperative, or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative, or unenforceable to any extent whatever.

SECTION 13.04. Notices.

Any notice, request, complaint, demand, communication, or other paper shall be sufficiently given when delivered or mailed by registered or certified mail, postage prepaid, or sent by telegram, addressed to the appropriate Notice Address. A duplicate copy of each notice required to be given hereunder by the Trustee or the Bank to the Municipality, the Lender, and the Bondholder, shall also be given to the other. The Bank or the Trustee may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates, or other communications shall be sent.

SECTION 13.05. Trustee as Paying Agent and Registrar.

The Trustee is hereby designated and agrees to act as paying agent and registrar for and in respect to the Bond.

SECTION 13.06. Payments Due on Saturdays, Sundays, and Holidays.

In any case where the date of maturity of interest on or principal of the Bond or the date fixed for redemption of any Bond shall be in the Municipality of payment a Saturday, Sunday, or a legal holiday or a day on which banking institutions are authorized by law to close, then payment of interest or principal may be made on the next Business Day with the same force and effect as if made on the date of maturity.

SECTION 13.07. Counterparts.

This Indenture may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 13.08. Receipt of Money or Revenues by Trustee.

The Trustee is an authorized agent of the Bank for purposes of receiving money and Revenues on behalf of the Bank. It is not the intent of this Section, or any other Section of this Indenture, to create a power of attorney relationship between the Bank and the Trustee.

SECTION 13.09. Applicable Provisions of Law.

This Indenture shall be governed by and construed in accordance with the laws of the State.

IN WITNESS WHEREOF, the Bank has caused this Indenture to be executed on its behalf by its Executive Director, the seal of the Bank to be hereunto affixed, and duly attested by its Secretary and the Trustee, to evidence its acceptance of the trusts created hereunder, has caused this Indenture to be executed in its name by its duly authorized officers, all as of the day and year first above written.

Mississippi Development Bank

Executive Director

ATTEST:

Secretary

(seal)

IN WITNESS WHEREOF, the Trustee has caused this Indenture to be executed on its behalf by Authorized Officers to be hereunto affixed and duly attested to evidence its acceptance of the trusts created hereunder, and has caused this Indenture to be executed in its name by its duly Authorized Officers, all as of the day and year first above written.

_____, _____, _____, **as Trustee**

By: _____

Name: _____

Title: _____

Attested:

By: _____

Name: _____

Title: _____

Acknowledged by:

City of Horn Lake, Mississippi

Mayor

City Clerk

(seal)

Exhibit A

Form of the Bond

Exhibit E

PLACEMENT AGREEMENT

This Placement Agreement dated _____, 2023 (the “Placement Agreement”), is by and between the Mississippi Development Bank (the “Bank”), City of Horn Lake, Mississippi (the “Municipality”), and Raymond James & Associates, Inc., Memphis, Tennessee, as placement agent (the “Placement Agent”).

WITNESSETH:

WHEREAS, the Mississippi Development Bank (the “Bank”), a public body corporate and politic of the State of Mississippi (the “State”), is authorized and empowered by the provisions of Sections 31-25-1 *et seq.*, Mississippi Code of 1972, as amended (the “Bank Act”), to, among other things, issue bonds of the Bank for the purpose of purchasing securities of “local governmental units” (as defined in the Bank Act) and the making of loans to “local governmental units” to accomplish a public purpose as set forth under the Bank Act (the “Program”).

WHEREAS, the Bank is further authorized to issue revenue bonds for the purpose of providing funds to pay all or a part of the cost of purchasing the aforementioned securities of such “local governmental units” and to pledge or assign any money, rents, charges, fees, or other revenues and any proceeds derived from the securities of such “local governmental units”.

WHEREAS, the Municipality is a political subdivision duly created and validly existing pursuant to the Constitution and laws of the State, and constitutes a “local governmental unit” within the meaning of the Bank Act.

WHEREAS, the Mayor and Board of Aldermen (the “Governing Body”) of the City of Horn Lake, Mississippi (the “Municipality”), is authorized by the Bank Act and Sections 21-33-301 *et seq.*, Mississippi Code of 1972, as amended (the “Municipal Improvements Act”) (together, the “Act”), to issue general obligation public improvement bonds of the Municipality for the purposes set forth therein, including, but not limited to, providing funds for the purpose of: (a) erecting municipal buildings, auditoriums, community centers, gymnasiums, and athletic stadiums, preparing and equipping athletic fields, and purchasing buildings or land therefor, and for repairing, improving, adorning, and equipping the same; erecting or purchasing waterworks, gas, electric, and other public utility plants or distribution systems or franchises, and repairing, improving, and extending the same; establishing sanitary, storm, drainage, or sewerage systems, and repairing, improving, and extending the same; protecting the Municipality, its streets, and sidewalks from overflow, caving banks, and other like dangers; constructing, improving, or paving streets, sidewalks, driveways, parkways, walkways, or public parking facilities, and purchasing land therefor; purchasing land for parks and public playgrounds, and improving, equipping, and adorning the same, including the constructing, repairing, and equipping of swimming pools and other recreational facilities; constructing bridges and culverts; altering or changing the channels of streams and water courses to control, deflect, or guide the current thereof; purchasing fire-fighting equipment and apparatus, and providing housing for same, and purchasing land therefor; purchasing machinery and equipment which have an expected useful life in excess of 10 years, but specifically not including any motor vehicles weighing less than 12,000 pounds (the “Authorized Purposes”); (b) funding a capitalized interest account, if necessary; and (c)

paying the costs of the authorization, issuance, sale, validation, and delivery for the Qualified Obligation and the Bonds (as defined herein) (together, the “Project”); and

WHEREAS, on April 18, 2023, and May 16, 2023, the Governing Body adopted resolutions (the “Municipality Bond Resolution”) authorizing and directing the issuance of its General Obligation Public Improvement Bond, Series 2023 (City of Horn Lake, Mississippi, General Obligation Public Improvement Project), dated and issued _____, 2023, in the maximum aggregate principal amount of \$_____ (the “Qualified Obligation”), and the sale thereof to the Bank pursuant to the Act; and

WHEREAS, the Qualified Obligation is expected to be purchased by the Bank in accordance with the terms and conditions of this Agreement; and

WHEREAS, pursuant to the Act, and a resolution adopted on _____, 2023, by the Board of Directors (the “Board”) of the Bank (the “Bank Bond Resolution”), the Bank is authorized to issue the Mississippi Development Bank Special Obligation Bonds, Series 2023 (City of Horn Lake, Mississippi, General Obligation Public Improvement Project), dated and issued _____, 2023, in the principal amount of \$9,000,000 (the “Bonds”), to provide funds to finance the costs of the Project; and

WHEREAS, the Municipality and the Bank desire that the Placement Agent act as their agent in connection with the private placement of the Bonds.

NOW, THEREFORE, for and in consideration of the covenants herein made, and upon the terms and subject to the conditions herein set forth, the parties hereto agree as follows:

Section 1. Definitions.

All capitalized terms used herein and not otherwise herein defined shall have the meanings ascribed to them in the Bank Bond Resolution and in the Municipality Bond Resolution.

Section 2. Appointment of Placement Agent.

Pursuant to the Bank Bond Resolution, the Municipality Bond Resolution, and this Placement Agreement, the Municipality and the Bank hereby appoint the Placement Agent as exclusive placement agent with respect to the private placement of the Bonds, and the Placement Agent hereby accepts such appointment, with such duties as described herein, in the Bank Bond Resolution, and in the Municipality Bond Resolution.

Section 3. Background.

(a) The Bonds will be issued pursuant to the Act and the Constitution and statutes of the State, and by the further authority of proceedings duly had by the Board of the Bank and the Governing Body of the Municipality, including the Bank Bond Resolution and the Municipality Bond Resolution.

(b) The Qualified Obligation is a general obligation of the Municipality payable as to principal and interest out of and secured by an irrevocable pledge of the avails of a direct and continuing tax to be levied annually, to the extent necessary, without limitation as to rate or amount upon all the taxable property within the geographical limits of the Municipality.

(c) The Bonds will be secured by the pledge effected by the Indenture of Trust dated the date of issuance and delivery of the Bonds (the “Indenture”), by and between the Bank and _____, _____, _____, a state banking corporation with corporate trust powers qualified to act as trustee under the Indenture designated (originally or as a successor) as trustee for the owners of the Bonds issued and secured under the terms of the Indenture, to be hereinafter designated (the “Trustee”), and acknowledged by the Municipality, and shall be limited and special obligations of the Bank payable solely from and secured by the Revenues (as defined in the Indenture) and other funds of the Bank pledged under the Indenture, which Revenues and funds include payments by the Municipality on the Qualified Obligation derived from the avails of the full faith and credit of the Municipality. The Bonds will not constitute a debt, liability, moral obligation, or general obligation of the Bank, the State, or any political subdivision thereof other than the Municipality, or a pledge of the faith and credit of the Bank, the State, or any political subdivision thereof other than the Municipality, but are payable solely as hereinabove provided and will not directly, indirectly, or contingently obligate the State to levy or to pledge any form of taxation whatsoever for the payment thereof.

(d) The Bonds will contain the terms and provisions described in the Bank Bond Resolution and in the Municipality Bond Resolution and will bear interest at the rates and mature on the dates all as more fully described in the commitment letter, term sheet, or similar document providing for the sale and purchase of the Bonds by and between the Bank and the Lender (as defined hereinafter) and acknowledged by the Municipality (the “Lender Commitment Letter”).

(e) No preliminary official statement, final official statement, or other disclosure document will be distributed in connection with the sale and issuance of the Bonds.

Section 4. Placement of the Bonds.

The Placement Agent hereby agrees, as the agent of the Municipality, to use its reasonable best efforts to place the Bonds with qualified institutional buyers or institutional investors (the “Lender” or “Lenders”) in an offering which meets the requirements for the exemption set forth in Securities and Exchange Commission Regulation 15c2-12(d)(1), as further detailed in the Lender Commitment Letter.

Section 5. Payment of the Purchase Price.

The Placement Agent agrees that it will on the Closing Date (the date of issuance and delivery of the Bonds to the Lender) cause the Lender to transfer to the Trustee the purchase price of the Bonds in immediately available funds.

Section 6. Limitation.

Nothing contained in this Placement Agreement shall obligate the Placement Agent to purchase the Bonds in the event any Lender fails to pay the purchase price of the Bonds to be purchased by the Lender or in the event the Placement Agent is unable to arrange for the purchase of the Bonds.

Section 7. Fees and Expenses.

(a) Upon receipt of payment in full of the purchase price of the Bonds as provided in Section 5, the Municipality agrees to pay the Placement Agent a fee for its services hereunder in the amount of \$_____.

(b) Upon receipt of payment in full of the purchase price of the Bonds as provided in Section 5, the Municipality shall also pay all other fees and expenses incurred in connection with the issuance and placement of the Bonds and the preparation, execution, and delivery of this Placement Agreement, the Bonds, and any other

document that may be delivered in connection herewith or therewith, including, but not limited to, (i) the fees and expenses of, if applicable, Watkins & Eager PLLC, Jackson, Mississippi, as Bond Counsel (the “Bond Counsel”) and Hunt Ross & Allen, P.A., Southaven, Mississippi, as Counsel to the Municipality (the “Counsel to the Municipality”), (ii) the fees and expenses of the Bank, the Municipality, and the Trustee, if any, and (iv) the cost of printing, photocopying, and delivering the Bonds.

(c) All fees and expenses described in this Section shall be paid promptly upon receipt of statements therefor. The obligations of the Municipality under this Section shall survive the issuance and maturity of the Bonds.

Section 8. Representations and Covenants of the Municipality.

The Municipality represents, warrants to, and agrees with the Placement Agent that:

(a) The Municipality is a political subdivision of the State, duly organized and existing under the laws of the State.

(b) The Municipality is authorized by the provisions of the Act, the Bank Bond Resolution, and the Municipality Bond Resolution to issue the Qualified Obligation secured as set forth in the Bank Bond Resolution and in the Municipality Bond Resolution.

(c) The Municipality has complied with all provisions of the Constitution and the laws of the State pertaining to the issuance and sale of the Qualified Obligation, including the Act, and has full power and authority to authorize and thereafter consummate all transactions contemplated by this Placement Agreement and the Qualified Obligation.

(d) The Municipality has duly adopted the necessary resolutions for the issuance and sale of the Qualified Obligation, and has taken all actions and obtained all approvals necessary and appropriate to carry out the same.

(e) The Municipality has duly authorized all necessary actions to be taken by the Municipality for (i) the issuance and sale of the Qualified Obligation upon the terms set forth herein and in the Bank Bond Resolution and in the Municipality Bond Resolution, (ii) the execution, delivery, receipt, and due performance of this Placement Agreement and the Qualified Obligation, and any and all other agreements and documents as may be required to be executed, delivered, and received by the Municipality in order to consummate the transactions contemplated hereby, and (iii) the consummation of the transactions contemplated hereby.

(f) There is no action, suit, proceeding, inquiry, investigation at law or in equity or before or by any court, public board, or body pending or, to the best of the Municipality’s knowledge, threatened against or affecting the Municipality (or any basis therefor), wherein an unfavorable decision, ruling, or finding would adversely affect the transactions contemplated hereby or the validity of the Qualified Obligation, this Placement Agreement, or any agreement or instrument to which the Municipality is or is expected to be a party and which is used or contemplated for use in the consummation of the transactions contemplated hereby.

(g) The execution and delivery by the Municipality of this Placement Agreement, the Qualified Obligation, and other agreements contemplated hereby and compliance with the provisions thereof will not conflict with or constitute, on the part of the Municipality, a breach of or a default under any existing law, court, or administrative regulation, decree, or order, or any agreement, indenture, mortgage, lease, or other instrument to which the Municipality is subject or by which the Municipality is or may be bound.

(h) Any certificate signed by any of the Municipality's authorized officers and delivered to the Lender shall be deemed a representation and warranty by the Municipality to the Lender as to the statements made therein.

To the knowledge of the Municipality, the Municipality is not in default, and at no time has been in default, in the payment of principal of, premium, if any, interest on, or otherwise in default with respect to bonds, notes, or other obligations which it has issued, assumed, or guaranteed.

Section 9. Representations and Covenants of the Bank.

The Municipality represents and warrants to, and agrees with, the Placement Agent that:

(a) The Bank is a public body corporate and politic of the State, duly organized and existing under the laws of the State.

(b) The Bank is authorized by the provisions of the Act, the Bank Bond Resolution, and the Municipality Bond Resolution to issue the Bonds secured as set forth in the Bank Bond Resolution and in the Municipality Bond Resolution.

(c) The Bank has complied with all provisions of the Constitution and the laws of the State pertaining to the issuance and sale of the Bonds, including the Act, and has full power and authority to authorize and thereafter consummate all transactions contemplated by this Placement Agreement and the Bonds.

(d) The Bank has duly adopted the necessary resolutions and has duly authorized the execution of this Placement Agreement and the issuance and sale of the Bonds, and has taken all actions and obtained all approvals necessary and appropriate to carry out the same.

(e) The Bank has duly authorized all necessary actions to be taken by the Bank for (i) the issuance and sale of the Bonds upon the terms set forth herein and in the Bank Bond Resolution and in the Municipality Bond Resolution, (ii) the execution, delivery, receipt, and due performance of this Placement Agreement and the Bonds, and any and all other agreements and documents as may be required to be executed, delivered, and received by the Bank in order to consummate the transactions contemplated hereby, and (iii) the consummation of the transactions contemplated hereby.

(f) There is no action, suit, proceeding, inquiry, investigation at law or in equity or before or by any court, public board, or body pending or, to the best of the Bank's knowledge, threatened against or affecting the Bank (or any basis therefor), wherein an unfavorable decision, ruling, or finding would adversely affect the transactions contemplated hereby or the validity of the Bonds, this Placement Agreement or any agreement or instrument to which the Bank is or is expected to be a party and which is used or contemplated for use in the consummation of the transactions contemplated hereby.

(g) The execution and delivery by the Bank of this Placement Agreement, the Bonds, and other agreements contemplated hereby and compliance with the provisions thereof will not conflict with or constitute, on the part of the Bank, a breach of or a default under any existing law, court, or administrative regulation, decree, or order, or any agreement, indenture, mortgage, lease, or other instrument to which the Bank is subject or by which the Bank is or may be bound.

(h) Any certificate signed by any of the Bank's authorized officers and delivered to the Lender shall be deemed a representation and warranty by the Bank to the Lender as to the statements made therein.

To the knowledge of the Bank, the Bank is not in default, and at no time has been in default, in the payment of principal of, premium, if any, interest on, or otherwise in default with respect to bonds, notes, or other obligations which it has issued, assumed or guaranteed.

Section 10. Governing Law.

This Placement Agreement shall be governed by and construed in accordance with the laws of the State.

Section 11. Representations and Covenants of the Placement Agent.

The Placement Agent represents and warrants to, and agrees with, the Municipality and the Bank that:

- (a) The Bonds will be sold and purchased as set forth in Section 4 hereof through a private sale.
- (b) The number of Lenders computed in accordance with Regulation 15c2-12(d)(1) of the Securities and Exchange Commission will not exceed 35.
- (c) The Placement Agent will obtain from the Lender an executed copy of the Lender Commitment Letter and an “investment letter” or other certificate representing and warranting to the Municipality as follows:
 - (i) the Lender is not purchasing for more than one account or with a view to distributing the Bonds;
 - (ii) the Lender has such knowledge and experience in financial and business matters that it is capable of evaluating the risks and merits of purchasing the Bonds, without reliance upon others;
 - (iii) the Lender has read and understands the Bank Bond Resolution and the Municipality Bond Resolution;
 - (iv) the Lender has had an opportunity to obtain and has obtained from the Municipality all of the information, documents, and materials it regards as necessary to evaluate the merits and risks of its purchase of the Bonds; and
 - (v) while the Lender has no present intention to resell or otherwise dispose of all or any part of its Bonds, the Lender assumes responsibility for disclosing all material information in compliance with all applicable federal and state securities laws in the event of its resale of the Bonds.

(d) The Municipality acknowledges and agrees that this Placement Agreement does not constitute a guarantee by the Placement Agent to arrange the placement of the Bonds. It is understood that the obligations of the Placement Agent under this Placement Agreement are to use reasonable efforts throughout the term of this Placement Agreement to perform the services described herein. The Municipality acknowledges and agrees that the Placement Agent is being retained to act solely as placement agent for the Bonds, and not as an agent, advisor, or fiduciary to the Municipality, and that this Placement Agreement is not intended to confer rights or benefits on any member, affiliate, shareholder, or creditor of the Municipality, or any other person or entity, or to provide the Municipality or any other person with any assurances that the transaction will be consummated. The Placement Agent shall act as an independent contractor under this Placement Agreement, and not in any other capacity, including as a fiduciary. The Municipality acknowledges and agrees that: (i) the transaction contemplated by this Placement Agreement is an arm’s length, commercial transaction between the Municipality and the Placement Agent in which the Placement Agent is acting solely as a principal and is not acting as a municipal advisor, financial advisor, or fiduciary to the Municipality; (ii) the Placement Agent has not assumed any advisory or

fiduciary responsibility to the Municipality with respect to the transaction contemplated hereby and the discussions, undertakings, and procedures leading thereto (irrespective of whether Placement Agent has provided other services or is currently providing other services to the Municipality on other matters); (iii) the only obligations the Placement Agent has to the Municipality with respect to the transaction contemplated hereby expressly are set forth in this Placement Agreement; and (iv) the Municipality has consulted its own legal, accounting, tax, financial, and other advisors, as applicable, to the extent it has deemed appropriate.

(e) The Bank acknowledges and agrees that this Placement Agreement does not constitute a guarantee by the Placement Agent to arrange the placement of the Bonds. It is understood that the obligations of the Placement Agent under this Placement Agreement are to use reasonable efforts throughout the term of this Placement Agreement to perform the services described herein. The Bank acknowledges and agrees that the Placement Agent is being retained to act solely as placement agent for the Bonds, and not as an agent, advisor, or fiduciary to the Bank, and that this Placement Agreement is not intended to confer rights or benefits on any member, affiliate, shareholder, or creditor of the Bank, or any other person or entity, or to provide the Bank or any other person with any assurances that the transaction will be consummated. The Placement Agent shall act as an independent contractor under this Placement Agreement, and not in any other capacity, including as a fiduciary. The Bank acknowledges and agrees that: (i) the transaction contemplated by this Placement Agreement is an arm's length, commercial transaction between the Bank and the Placement Agent in which the Placement Agent is acting solely as a principal and is not acting as a municipal advisor, financial advisor, or fiduciary to the Bank; (ii) the Placement Agent has not assumed any advisory or fiduciary responsibility to the Bank with respect to the transaction contemplated hereby and the discussions, undertakings, and procedures leading thereto (irrespective of whether Placement Agent has provided other services or is currently providing other services to the Bank on other matters); (iii) the only obligations the Placement Agent has to the Bank with respect to the transaction contemplated hereby expressly are set forth in this Placement Agreement; and (iv) the Bank has consulted its own legal, accounting, tax, financial, and other advisors, as applicable, to the extent it has deemed appropriate.

Section 12. Counterparts.

This Placement Agreement may be executed in one or more counterparts, each of which shall be an original and all of which, when taken together, shall constitute but one and the same instrument.

Section 13. Binding Effect.

This Placement Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns, except that no party hereto may assign any of its rights or obligations hereunder without the consent of the other parties.

Section 14. Miscellaneous.

(a) Nothing herein shall be construed to make any party hereto an employee of any other or to establish any fiduciary relationship among the Municipality, the Bank, and the Placement Agent except as expressly provided herein.

(b) This Placement Agreement may be amended from time to time only by an instrument in writing executed by all the parties hereto.

(c) The headings contained herein are for convenience of reference only and shall not affect in any way the meaning or interpretation of this Placement Agreement.

(d) If any one or more of the covenants, provisions, or agreements contained in this Placement Agreement shall be determined by a court of competent jurisdiction to be invalid, the invalidity of such covenants, provisions, and agreements shall in no way affect the validity or effectiveness of the remainder of this Placement Agreement, and this Placement Agreement shall continue in full force to the fullest extent permitted by law.

(e) All of the representations, warranties, and covenants made in this Placement Agreement shall remain operative and in full force and effect, regardless of (i) any investigation made by or on behalf of any party hereto, or (ii) delivery of and any payment for any Bonds hereunder.

(f) The Municipality and the Bank should be aware that the Placement Agent or its affiliates may have trading and other business relationships with other participants in the proposed transaction, including with potential Lenders of the Bonds. These relationships include, but may not be limited to, trading lines frequent purchases and sales of securities and other engagements through which the Placement Agent may have, among other things, an economic interest. In addition, the Municipality and the Bank should be aware that the primary role of an underwriter is to purchase, or arrange for the placement of, securities in an arm's length commercial transaction between the Bank and the Placement Agent and that the Placement Agent has financial and other interests that differ from those of the Bank. Notwithstanding the foregoing, the Placement Agent will not receive any compensation with respect to the Bonds other than as disclosed above or otherwise disclosed to the Municipality and the Bank. The Placement Agent is involved in a wide range of activities from which conflicting interests or duties may arise. Information, which is held elsewhere within Placement Agent, but which none of the Placement Agent's personnel involved in the proposed transaction actually has knowledge, will not for any purpose be taken into account in determining the Placement Agent's responsibilities to the Municipality and the Bank.

IN WITNESS WHEREOF, the parties hereto have caused this Placement Agreement to be executed in their respective names by their duly authorized officers as of this day, _____, 2023.

Raymond James & Associates, Inc.

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the parties hereto have caused this Placement Agreement to be executed in their respective names by their duly authorized officers as of this day, _____, 2023.

Mississippi Development Bank

Executive Director

Secretary

(seal)

IN WITNESS WHEREOF, the parties hereto have caused this Placement Agreement to be executed in their respective names by their duly authorized officers as of this day, _____, 2023.

City of Horn Lake, Mississippi

Mayor

City Clerk

(seal)

Exhibit F

Proof of Publication of Resolution of Intent

AFFP
6 x 16 RESOLUTION OF INENT

Affidavit of Publication

DESOTO TIMES-TRIBUNE

STATE OF MS } SS
COUNTY OF DESOTO }

6 x 16 Resolution of Intent

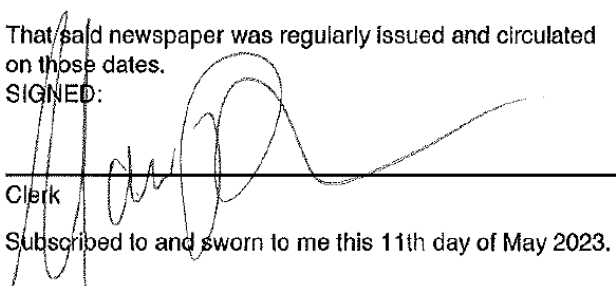
MARK RANDALL, being duly sworn, says:

That she is a Clerk of the DESOTO TIMES-TRIBUNE, a newspaper of general circulation in said county, published in Nesbit, DeSoto County, MS; that the publication, a copy of which is printed hereon, was published in the said newspaper on the following dates:

April 20, 2023, April 27, 2023, May 04, 2023, May 11, 2023

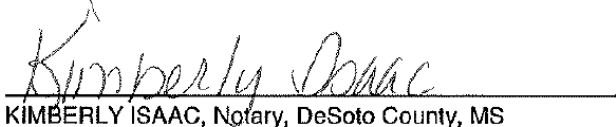
That said newspaper was regularly issued and circulated on those dates.

SIGNED:



Clerk

Subscribed to and sworn to me this 11th day of May 2023.



KIMBERLY ISAAC, Notary, DeSoto County, MS

My commission expires: January 18, 2024

00017373 00075393

Watkins & Eager, PLLC
P.O. Box 650
JACKSON, MS 39205

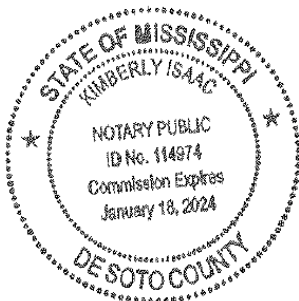


Exhibit G

PROCEDURES FOR POST-ISSUANCE COMPLIANCE

MISSISSIPPI DEVELOPMENT BANK

\$_____ SPECIAL OBLIGATION BOND, SERIES 2023

(CITY OF HORN LAKE, MISSISSIPPI, GENERAL OBLIGATION PUBLIC IMPROVEMENT PROJECT)

CITY OF HORN LAKE, MISSISSIPPI

\$_____ GENERAL OBLIGATION BOND, SERIES 2023

(CITY OF HORN LAKE, MISSISSIPPI, GENERAL OBLIGATION PUBLIC IMPROVEMENT PROJECT)

General

The purpose of these Procedures for Post-Issuance Compliance, Tax-Exempt Financings (the “Procedures”) is to ensure that the tax-exempt financings of the Mississippi Development Bank (the “Bank” or the “Issuer”) and the City of Horn Lake, Mississippi (the “Municipality” or the “Borrower”), remain in compliance with the following federal tax requirements:

- Record retention
- Arbitrage yield restriction and rebate
- Proper and timely use of bond proceeds and bond-financed property
- Timely return filings
- Corrective actions
- Other general requirements

These Procedures apply to any obligations to which Sections 103 and 141 through 150 of the Internal Revenue Code of 1986, as amended, and any Treasury Regulations promulgated thereunder (together, as applicable, the “Code”) apply. The Bank and the Municipality shall comply with any requirements set forth in the Code and subsequent rulings and other advice published by the Internal Revenue Service (the “Service” or the “IRS”), as such authorities may apply to the Bank and the Municipality and its obligations.

The “Financing”

There are different types of obligations that can evidence a tax-exempt loan including but not limited to bonds, notes, obligations, leases, or installment sales transactions. This document refers to “bonds” but applies to all of these types of transactions and all such debt instruments.

Responsible Parties

The Municipality designates the City Clerk of the Municipality as the primary person responsible for compliance with this policy (the “Municipality Responsible Party”). The Bank designates the Executive Director of the Bank and the Secretary of the Bank as the primary persons responsible for compliance with this policy (together, the “Bank Responsible Party”). Together, the Municipality Responsible Party and the Bank Responsible party are the “Responsible Party”.

The Responsible Party will coordinate efforts with the Board and parties working with the Bank and the Municipality on financings and the operation of bond financed facilities to ensure that any actions taken with respect to bond financed facilities will be in compliance with the requirements of the Code and rulings of the IRS.

General Recordkeeping

The Bank and the Municipality will maintain a copy of the following documents on file at all times:

- Audited Financial Statements for each year that tax-exempt bonds are outstanding
- Reports of any examinations by the IRS of the Bank and the Municipality or their tax-exempt financings for, or in relation to conduit transactions with, the Bank and the Municipality

With respect to each issue of tax-exempt bonds, the Bank and the Municipality hereby requires, and each Bank and the Municipality agrees to retain, the following for the life of the bonds plus three years:

- Financing transcript
- Minutes and resolution(s) authorizing the issue
- Certifications of issue price
- Any formal elections (e.g., election to employ an accounting methodology other than specific tracing)
- Appraisals, demand surveys, and/or feasibility studies for bond-financed property
- Government grant documentation related to construction, renovation, or purchase of bond-financed facilities
- Bond Trustee or bank statements regarding investment and expenditures of bond funds
- Any agreement listed in “Private Business Use” (below) that relates to a bond financed facility

Separate Bank Account

Many of the Code provisions related to tax exempt bonds pertain to how bond proceeds are invested, and when such bond proceeds are spent. The Bank and the Municipality will establish a separate bank account or trust fund for bond proceeds and keep records for any such account showing:

- All expenditures on the bond-financed property
- Investment of bond proceeds

Investments and Arbitrage Compliance

Many of the Code provisions deal with restrictions if bond proceeds are invested at a yield higher than the yield on the bonds. The Responsible Party is responsible for monitoring such investments, and taking steps to ensure compliance with the yield restriction requirements of Section 148(a) of the Code and the rebate requirements of section 148(f) of the Code. Such monitoring includes, but is not limited to:

- tracking the allocation of bond proceeds to expenditures for compliance with any temporary period and spending exceptions, no less frequently than annually
- ensuring that any forms required to be filed with the IRS relating to arbitrage or rebate and any payments required pursuant thereto are filed in a timely manner
- ensuring that “fair market value” is used with respect to the purchase and sale of investments

Additionally, the Responsible Party shall monitor compliance with rebate and yield restriction rules on an annual basis.

With respect to each issue of tax-exempt bonds, the Bank and the Municipality agree to retain the following for the life of the bonds plus three years:

- Documentation of allocations of investments of bond proceeds and calculations of investment earnings
- Documentation for investments of bond proceeds related to:
 - a) Investment contracts (e.g., guaranteed investment contracts)
 - b) Credit enhancement transactions (e.g., bond insurance contracts)
 - c) Financial derivatives (e.g., swaps, caps, etc.)
 - d) Bidding of financial products
- Documentation regarding arbitrage compliance, including:
 - a) Computation of bond yield
 - b) Computation of rebate and yield reduction payments
 - c) Form 8038-T, *Arbitrage Rebate, Yield Reduction and Penalty in Lieu of Arbitrage Rebate*
 - d) Form 8038-R, *Request for Recovery of Overpayments Under Arbitrage Rebate Provisions*

Expenditures and Assets

The Code generally requires that at least 85% of bond proceeds are to be expended on the project within three years of the date the bonds are issued.

The Responsible Party is responsible for oversight of the expenditure of bond proceeds, including monitoring whether such expenditures are made in a timely manner for the purposes for which the bonds were authorized. The Responsible Party will ensure that all proceeds of a bond issue are allocated to expenditures by the later of 18 months after the expenditure was made or the date the project is placed in service (and in no event, later than 60 days after (i) the fifth anniversary of the issue date or (ii) retirement of the issue).

With respect to each issue of tax-exempt bonds, the Bank and the Municipality shall retain the following for the life of the bonds plus three years:

- Documentation of allocations of bond proceeds to expenditures (e.g., allocation of bond proceeds for expenditures for the construction, renovation or purchase of facilities)
- Documentation of allocations of bond proceeds to bond issuance costs
- Copies of all requisitions, draw schedules, draw requests, invoices, bills, and cancelled checks related to bond proceeds spent during the construction period
- Copies of all contracts entered into for the construction, renovation or purchase of bond-financed facilities

- Records of expenditure reimbursements incurred prior to issuing bonds for bond- financed facilities
- List or schedule of all bond-financed facilities or equipment
- Depreciation schedules for bond-financed depreciable property
- Documentation of any purchase or sale of bond-financed assets

Private Business Use

The legal and tax restrictions on private use of tax-exempt bond-financed property are set forth in detail in the applicable federal tax certificate executed in connection with the issue of tax-exempt bonds.

Generally, private use results from the sale or lease of tax-exempt bond-financed property or the granting of special legal entitlements to a private business or the Federal government. Private business use can also result from contracts that permit private business activities to be conducted using bond-financed property or from research performed in a tax-exempt bond-financed facility for private parties or the Federal government.

Any material agreement that permits a private business or the Federal government to use tax-exempt bond-financed property should be reviewed by Bond Counsel prior to execution. Annually, a general review of the use of tax-exempt bond-financed facilities should be conducted. Tax-exempt bond-financed property should not be sold or leased without first consulting with Bond Counsel.

Corrective Action

A corrective action may be required if, for example, it is determined that bond proceeds were not properly expended, the Bank and the Municipality are not in compliance with the arbitrage requirements imposed by the Code or the Bank and the Municipality have taken a deliberation action that results in impermissible private business use (e.g., sale or lease of bond-financed property) or entering a management contract with a private company for that facility. If the Municipality determine or are advised that corrective action is necessary with respect to any issue of its tax-exempt obligations, the Bank and the Municipality will in a timely manner:

- seek to enter into a closing agreement under the Tax-Exempt Bonds Voluntary Closing Agreement Program described in Notice 2001-60 (or any successor notice thereto)
- take remedial action described under Section 1.141-12 of the Code
- take such other action as recommended by Bond Counsel

Internal Revenue Service Examination of Bonds

In the event that bonds issued by the Bank and the Municipality are selected for examination by the IRS, the Bank and the Municipality shall retain qualified and experienced counsel to represent the Bank and the Municipality and shall work with such counsel to provide such documents and information requested by the IRS as are in the possession of the Bank and the Municipality.

Policy Supplemental to all Existing Policies

This Policy is supplemental to all existing policies of the Bank and the Municipality.

IN WITNESS WHEREOF, we have hereunto set our hands and, have caused the seal of the City of Horn Lake, Mississippi, to be affixed hereto, this day, _____, 2023.

City of Horn Lake, Mississippi

By: _____

City Clerk

(seal)

IN WITNESS WHEREOF, we have hereunto set our hands and, have caused the seal of the Mississippi Development Bank to be affixed hereto, this day, _____, 2023.

Mississippi Development Bank

By: _____

Executive Director

By: _____

Secretary

(seal)

Exhibit H

INTERCEPT AGREEMENT

This Intercept Agreement dated _____, 2023 (the “Agreement”), is by and between the **Mississippi Development Bank**, a public body corporate and politic, created pursuant to the provisions of Section 31-25-1 *et seq.*, Mississippi Code of 1972, as amended (the “Bank Act”), having its principal place of business in the City of Jackson, Mississippi (the “Bank”), and **City of Horn Lake, Mississippi**, a “local governmental unit” of the State of Mississippi (the “State”), created pursuant to the Constitution and laws of the State (the “Municipality”), and agreed to and accepted by _____, _____, _____ (the “Trustee”).

WITNESSETH

WHEREAS, pursuant to the Bank Act, the Bank is authorized to purchase the securities of “local governmental units” (as defined in the Bank Act); and

WHEREAS, pursuant to the Qualified Obligation Purchase Agreement dated _____, 2023, between the Bank and the Municipality, the Municipality has agreed to sell, and the Bank has agreed to purchase, the General Obligation Public Improvement Bond, Series 2023 (City of Horn Lake, Mississippi, General Obligation Public Improvement Project), in an aggregate principal amount of \$_____, dated and issued _____, 2023 (the “Qualified Obligation”); and

WHEREAS, pursuant to the Indenture of Trust dated _____, 2023 (the “Indenture”), between the Bank and the Trustee, and acknowledged by the Municipality, the Bank has duly authorized the issuance of its \$_____ Mississippi Development Bank Special Obligation Bonds, Series 2023 (City of Horn Lake, Mississippi, General Obligation Public Improvement Project), dated and issued _____, 2023 (the “Bank Bonds”), a portion of the proceeds of which will be used to provide the funds for the purchase of the Qualified Obligation; and

WHEREAS, the Municipality is authorized under the Bank Act to agree in writing with the Bank that it may (i) withhold all or any part of monies which the Municipality is entitled to receive from time to time pursuant to any law and which is in possession of the Mississippi Department of Revenue, or any other agency, department, or commission of the State created pursuant to the laws of the State (the “State Agencies”), and (ii) pay same over to the Trustee to satisfy any delinquent payments on any securities issued by such “local governmental unit” under the provisions of the Bank Act and any other delinquent payments due and owing the Bank by such “local governmental unit”, all as the same shall occur.

NOW, THEREFORE, the Bank and the Municipality agree:

Section 1. As authorized by the Bank Act, the Municipality hereby covenants, agrees, and authorizes the State Agencies to (i) withhold all or any part of monies which the Municipality is entitled to receive from time to time pursuant to any law and which is in possession of the State Agencies (the “Monies”) and (ii) pay same over to the Trustee to satisfy any delinquent payment (the “Delinquent Payment”) of the principal of, or interest on, the Qualified Obligation.

Section 2. If 15 days prior to an Interest Payment Date (or, if such date is not a Business Day, the next succeeding Business Day), there will not be sufficient amounts to make the upcoming interest and principal payments on the Qualified Obligation, the Bank hereby authorizes and directs the Trustee under the provisions of this Agreement to file this Agreement and a statement of deficiency setting forth the amount of any Delinquent Payment with the Executive Director of the Mississippi Department of Revenue and request that the Mississippi Department of Revenue or any other of the State Agencies immediately withhold or intercept a sufficient portion of Monies to the Municipality and remit payment directly to the Trustee on behalf of the Bank to satisfy any Delinquent Payment, all as permitted under the Bank Act. In any event, if the Municipality fails to make timely payments on the upcoming interest and principal payments on the Qualified Obligation, the Trustee is hereby further directed to file this Agreement with Mississippi Department of Revenue, or any of the State Agencies, and take further action to recover Monies under the Indenture.

Section 3. The Trustee shall give notice and file this Agreement and a statement of deficiency with the Mississippi Department of Revenue in the following manner:

- (i) Immediately by telephone at (601) 923-700 and facsimile transmission at (601) 923-7423, ATTN: Executive Director, and
- (ii) In writing by certified first-class mail or overnight courier to the Mississippi Department of Revenue, 500 Clinton Center Drive, Clinton, Mississippi, 39056, P.O. Box 1033, Jackson, Mississippi, 39215-1033, ATTN: Executive Director, or such other address as may be designated by the Executive Director for such purpose.

Section 4. The Trustee is hereby directed to pay any Monies received from the State Agencies into the General Account of the General Fund to be applied in accordance with the Indenture. In the event the deficiency is met by one or more of the State Agencies, the Trustee is hereby directed to remit to the State Agencies pro rata any amounts in excess of the deficiency, it being the intent that the Trustee only obtain funds necessary to satisfy any Delinquent Payment.

Section 5. This Agreement may be executed in one or more counterparts, any of which shall be regarded for all purposes as an original and all of which constitute one and the same instrument. The Bank and Municipality each agree that it will

execute any and all documents or other instruments and take such other actions as may be necessary to give effect to the terms of this Agreement.

Section 6. No waiver of either the Bank or the Municipality of any term or condition of this Agreement shall be deemed or construed as a waiver of any other terms or conditions, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different section, subsection, paragraph, clause, phrase, or other provision of this Agreement.

Section 7. This Agreement merges and supersedes all prior negotiations, representations, and agreements between the Bank and the Municipality relating to the subject matter hereof and constitutes the entire Agreement between the Bank and the Municipality in respect hereof. Terms not otherwise defined herein shall have the meanings as defined in the Indenture.

IN WITNESS WHEREOF, we have hereunto set our hands on this Intercept Agreement as of the date first above written.

Mississippi Development Bank

Executive Director

ATTEST:

Secretary

(seal)

IN WITNESS WHEREOF, we have hereunto set our hands on this Intercept Agreement as of the date first above written.

City of Horn Lake, Mississippi

Mayor

ATTEST:

City Clerk

(seal)

Agreed and accepted by:

_____, _____, _____, **as Trustee**

By: _____

Name: _____

Title: _____

(seal)

** At this time the Mayor opened the discussion of item H from the consent agenda regarding the purchase of playground equipment for Latimer Lakes Park to be paid for utilizing Economic Development funds. There was much discussion regarding parks budget limitations versus using Economic Development funds, timing of projects, possible infrastructure repairs needed, as well as allocation of funds from hotel/motel funds needed to enhance and maintain the parks.

Order #05-17-23

Order to purchase playground equipment

Be It Ordered:

By the Mayor and Board of Aldermen to approve the purchase of new playground equipment for Latimer Lakes Park from Mid-South Recreation in the amount of \$194,999.00, being the lowest and best bid received, to be paid with hotel/motel tax proceeds, finding the equipment promotes the attributes of the City and/or promotes the City's tourism and economic development, and incorporating all findings set forth in Board Order #09-13-22- New Business Item D. relative to Latimer Lakes Park being an attribute of the City and an amenity that attracts new businesses and tourists/non residents.

Said motion was made by Alderman Bostick and seconded by Alderman Bledsoe.

A roll call vote was taken with the following results:

Ayes: Alderman Klein Alderman Bledsoe, Alderman Bostick, Alderman Johnson, and Alderman Young.

Nays: Alderman Guice and Alderman DuPree.

Absent: None.

So ordered this 16th day of May 2023.

Mayor

Attest:

CAO/City Clerk
Seal

**It was determined that Item I from the consent agenda regarding DeSoto Family Theatre sponsorship be removed pending the discussion on the application process. No action was taken.

**At this time the Mayor opened the discussion of Item M from the consent agenda regarding the traffic study to be performed by Neel-Schaffer for Interstate Boulevard extension to Pepperchase. Alderman Bostick

inquired about sharing the cost with another municipality, as this would benefit both Southaven and Horn Lake. The Mayor stated he would approach Southaven with the request to assume some of the cost of the study.

Order #05-18-23

Order to approve traffic study

Be It Ordered:

By the Mayor and Board of Aldermen to approve the April 12, 2023 letter agreement with Neel-Schaffer, Inc. to conduct an Interstate Boulevard/ Pepperchase Drive corridor traffic study for a lump sum fee of \$25,000.00.

Said motion was made by Alderman Bostick and seconded by Alderman Young.

A roll call vote was taken with the following results:

Ayes: Alderman Klein, Alderman Bledsoe, Alderman Guice, Alderman Bostick, Alderman Johnson, Alderman DuPree, and Alderman Young.

Nays: None.

Absent: None.

So ordered this 16th day of May 2023.

Mayor

Attest:

CAO/City Clerk
Seal

**At this time the Mayor opened the discussion regarding the Economic Development Fund application process. Alderman Klein discussed the informal committee's recommendations for the dissemination of said funds and outlined the parameters and application process for organizations to receive sponsorships/grants from the City going forward, beginning with the 2023-2024 Budget Year. He states that the recommendations are: a formal application process, a set limit to the amount of funds distributed, a matching funds requirement, audits and records of spending from the applicant, and limits to the number of organizations or clubs representing each school or organization. Alderman Young stated that we need to dedicate more of the Economic Development

funds to preserving/improving our parks system. There was much discussion regarding timing, execution, and transitioning to this new process.

Order #05-19-23

Order to approve application/process.

Be It Ordered:

By the Mayor and Board of Aldermen to approve the Hotel/motel tax proceeds/Economic Development Fund application process for sponsorship funds , including the application form and funding agreement in substantially the same form as presented, effective October 1, 2024, subject to the following: (1) maximum funding of \$5,000.00 per application as a match to any local, state, federal, or private funding of the organization, (2) no more than three(3) organizations affiliated with the same school will be approved for funding per fiscal year, (3) the maximum total funding will be limited to \$100,000.00 per fiscal year, and (4) any one-time extraordinary or emergency sponsorship requests to be considered on a case by case basis.

Said motion was made by Alderman Klein and seconded by Alderman Bledsoe.

A roll call vote was taken with the following results:

Ayes: Alderman Klein, Alderman Bledsoe, Alderman Guice, Alderman Bostick, Alderman Johnson, Alderman DuPree, and Alderman Young.

Nays: None.

Absent: None.

So ordered this 16th day of May 2023.

Mayor

Attest:

CAO/City Clerk
Seal

**At this time the Mayor recognized Dan and Daniel Arata on their wins, and thanking them for representing Horn Lake in the Special Olympic Games.

Order #05-20-23

Determination to go Into Executive Session

Be it Ordered:

By the Mayor and Board of Aldermen to go into determination for Executive Session.

Said Motion was made by Alderman Guice and seconded by Alderman Young.

A roll call vote was taken with the following results:

Ayes: Alderman Klein, Alderman Bledsoe, Alderman Guice, Alderman Bostick, Alderman Johnson, Alderman DuPree, and Alderman Young.

Nays: None.

Absent: None.

So ordered this 16th day of May, 2023.

Mayor

Attest:

CAO/City Clerk
Seal

Order #05-21-23

Order to come out of Determination for Executive Session

Be it Ordered:

By the Mayor and Board of Aldermen to come out of determination for Executive Session.

Said Motion was made by Alderman Guice and seconded by Alderman Klein.

A roll call vote was taken with the following results:

Ayes: Alderman Klein, Alderman Bledsoe, Alderman Guice, Alderman Bostick, Alderman Johnson, Alderman DuPree and Alderman Young.

Nays: None.

Absent: None.

So ordered this 16th day of May, 2023.

Mayor

Attest:

CAO/City Clerk
Seal

Order #05-22-23

Order to go into Executive Session

Be it Ordered:

By the Mayor and Board of Aldermen to go into Executive Session regarding:

- A. Discussion of personnel matters in the Planning Department.
- B. Discussion/strategy session regarding prospective litigation involving a contract.

Said Motion was made by Alderman Guice and seconded by Alderman DuPree.

A roll call vote was taken with the following results:

Ayes: Alderman Klein, Alderman Bledsoe, Alderman Guice, Alderman Bostick, Alderman Johnson, Alderman DuPree, and Alderman Young.

Nays: None.

Absent: None.

So ordered this 16th day of May, 2023.

Mayor

Attest:

CAO/City Clerk
Seal

Order #05-23-23

Order to Come Out of Executive Session

Be it Ordered:

By the Mayor and Board of Aldermen to come out of Executive Session.

Said Motion was made by Alderman Guice and seconded by Alderman Bledsoe.

A roll call vote was taken with the following results:

Ayes: Alderman Klein, Alderman Bledsoe, Alderman Guice, Alderman Bostick, Alderman Johnson, Alderman DuPree, and Alderman Young.

Nays: None.

Absent: None.

So ordered this 16th day of May, 2023.

Mayor

Attest:

CAO/City Clerk
Seal

Order #05-24-23

Order to Adjourn

Be it Ordered:

By the Mayor and Board of Aldermen to adjourn this meeting.

Said Motion was made by Alderman Young and seconded by Alderman DuPree.

A roll call vote was taken with the following results:

Ayes: Alderman Klein, Alderman Bledsoe, Alderman Guice, Alderman Bostick, Alderman Johnson, Alderman DuPree, and Alderman Young.

Nays: None.

Absent: None.

So ordered this 16th day of May 2023.

Mayor

Attest:

CAO/City Clerk
Seal

The minutes for the May 16, 2023, Mayor and Board of Aldermen meetings were presented to the Mayor for his signature on _____, 2023.

CAO/City Clerk