

DISBURSEMENT REQUEST No. 1

Re: Equipment Lease Purchase Agreement dated as of September 9, 2020 (the “**Lease**”) by and between The First, a National Banking Association as Lessor (the “**Lessor**”), and the City of Diamondhead, Mississippi, as Lessee (the “**Lessee**”)

Dated: September 9, 2020

In accordance with the terms of the Lease, the undersigned hereby requests the Lessor pay the following persons for the following purposes:

a. Disbursement Amounts:

Payee’s Name and Address (if disbursement via wire, must include wire transfer instructions)	Invoice Number	Dollar Amount	Purpose
TOTAL:		\$	

- b. (i) Each obligation specified in the table herein titled as “Disbursement Amounts” has been incurred by Lessee in the stated amount, (ii) the same is a proper charge against the costs relating to the Equipment identified in the Lease, and (iii) has not been paid (or has been paid by Lessee and Lessee requests reimbursement thereof).
- c. Each item of Equipment relating to an obligation specified in the table herein titled as “Disbursement Amounts” has been delivered, installed and accepted by Lessee. Attached hereto is the original invoice with respect to such obligation.
- d. The undersigned, as Authorized Representative, has no notice of any vendor’s, mechanic’s or other liens or rights to liens, chattel mortgages, conditional sales contracts or security interest which should be satisfied or discharged before such payment is made.
- e. This requisition contains no item representing payment on account, or any retained percentages which Lessee is, at the date hereof, entitled to retain (except to the extent such amounts represent a reimbursement to Lessee).
- f. The Equipment is insured in accordance with the Lease.
- g. No Event of Default, and no event which with notice or lapse of time, or both, would become an Event of Default, under the Lease has occurred and is continuing at the date hereof.
- h. The disbursement shall occur during the Acquisition Period.

- i. The representations, warranties and covenants of Lessee set forth in the Lease are true and correct as of the date hereof.
- j. No Material Adverse Change has occurred since the date of the execution and delivery of the Lease.

**CITY OF DIAMONDHEAD,
MISSISSIPPI**

BY: _____
 , City Clerk

THE FIRST, A NATIONAL BANKING ASSOCIATION
as Lessor under the Lease

By: _____
Name: _____
Title: _____

INVOICE