

There came on for consideration the matter of issuing a general obligation bond of the City of Diamondhead, Mississippi (the “City”) for the purpose of providing financing for various capital improvements for the City and, after a discussion of the subject matter, Councilmember _____ offered and moved the adoption of the following resolution:

RESOLUTION AUTHORIZING THE SALE AND ISSUANCE OF A CITY OF DIAMONDHEAD, MISSISSIPPI GENERAL OBLIGATION BOND, SERIES 2022 (CAPITAL IMPROVEMENTS PROJECT) IN A PRINCIPAL AMOUNT OF NOT TO EXCEED \$6,000,000 (THE “CITY BOND”); PRESCRIBING THE FORM AND DETAILS OF THE CITY BOND AND DIRECTING THE PREPARATION, EXECUTION AND DELIVERY THEREOF; PROVIDING CERTAIN COVENANTS OF THE CITY, IN CONNECTION WITH THE CITY BOND; AUTHORIZING THE SALE OF THE CITY BOND TO THE MISSISSIPPI DEVELOPMENT BANK; AUTHORIZING AND APPROVING THE FORM OF AND THE EXECUTION AND DELIVERY OF A CITY BOND PURCHASE AGREEMENT IN CONNECTION WITH THE SALE OF THE CITY BOND; APPOINTING A PAYING AND TRANSFER AGENT FOR THE CITY BOND; APPROVING THE FORM OF A TRUST INDENTURE IN CONNECTION WITH THE CITY BOND AND NOT TO EXCEED \$6,000,000 MISSISSIPPI DEVELOPMENT BANK SPECIAL OBLIGATION BONDS, SERIES 2022 (CITY OF DIAMONDHEAD, MISSISSIPPI GENERAL OBLIGATION BOND, SERIES 2022, CAPITAL IMPROVEMENTS PROJECT) (THE “BANK BONDS”); AUTHORIZING AND APPROVING THE FORM OF AND THE EXECUTION AND DELIVERY OF A PRIVATE PLACEMENT AGREEMENT AND CERTAIN OTHER DOCUMENTS IN CONNECTION WITH SAID BANK BONDS AND THE CITY BOND; AND FOR RELATED PURPOSES.

WHEREAS, the Mayor and City Council (the “Governing Body”) of the City, acting for and on behalf of the City, is authorized by Sections 21-33-301 *et seq.* Mississippi Code of 1972, as amended and supplemented from time to time (the “City Bond Act”), to issue general obligation bonds for the purposes set forth therein, including, but not limited to, (i) constructing, maintaining, reconstructing, improving, and repairing roads and streets and acquiring rights-of-way therefore if necessary, (ii) erecting, repairing, improving, extending, or maintaining waterworks or water distribution systems, and repairing, improving and extending the same; (iii) establishing erecting, repairing, improving, extending or maintaining sanitary, storm, drainage or sewerage systems; (iv) constructing, maintaining, reconstructing, improving, and repairing bridges and culverts; and (v) for other authorized purposes under the Act (as defined below), including funding capitalized interest, if applicable and paying the costs of borrowing (collectively, the “Project”); and

WHEREAS, the Governing Body, acting for and on behalf of the City, is also authorized under the City Bond Act and Sections 31-25-1 *et seq.*, Mississippi Code of 1972, as amended and supplemented from time to time (the “Bank Act” and together with the City Bond Act, the “Act”), and other applicable laws of the State of Mississippi (the “State”), to issue a general obligation bond of the City to be sold to the Mississippi Development Bank (the “Bank”) to finance the costs of the Project; and

WHEREAS, the Project is in accordance with and in furtherance of the provisions of the Act; and

WHEREAS, on June 7, 2022, the Governing Body adopted a resolution (the “**Intent Resolution**”) declaring its intention to, among other things, issue a general obligation bond of the City to be sold to the Bank pursuant to the Act in a total aggregate principal amount not to exceed Six Million Dollars (\$6,000,000), in one or more series, to finance the costs of the Project; and

WHEREAS, as required by the Intent Resolution and the City Bond Act, the Intent Resolution was published in *The Sea Coast Echo City*, a newspaper published in and having a general circulation in the City and qualified under the provisions of Section 13-3-31, Mississippi Code of 1972, as amended and supplemented from time to time, on June 22 and 29, 2022 and July 6 and 13, 2022, said publication being for at least three (3) consecutive weeks, with the first publication of the Intent Resolution being made not less than twenty-one (21) days prior to July 19, 2022 and the last publication being made not more than seven (7) days prior to such date; and

WHEREAS, as of the hour of 6:00 p.m. on July 19, 2022, no qualified elector of the City had filed a written protest or objection of any kind or character against the issuance of the bonds or the general obligation bond of the City with the City Clerk (the “**Clerk**”), the Clerk of the Governing Body or any member of the Governing Body; and

WHEREAS, at the hour of 6:00 o’clock p.m. on July 19, 2022, at the usual meeting place of the Governing Body, all persons present or represented by counsel or otherwise were given the opportunity to be heard concerning the issuance of such general obligation bonds or general obligation bond all as described in the Intent Resolution pursuant to the Act and the purposes for which such borrowing is to be obtained and no protest or objection of any kind or character against such borrowing or the purposes for which it is to be obtained was presented; and

WHEREAS, on July 19, 2022, after having received no protest to the issuance of such general obligation bonds or general obligation bond, the Governing Body adopted a resolution (the “**No Protest Resolution**”) finding and determining that the Intent Resolution was duly published as required by law and that no written protest or other objection of any kind or character against the issuance of such general obligation bonds or general obligation bond or the purposes for which it is to be issued was filed by qualified electors of the City and authorizing and approving the issuance of such general obligation bonds or general obligation bond of the City and the sale thereof to the Bank pursuant to the Act in an aggregate principal amount of not to exceed Six Million Dollars (\$6,000,000), in one or more series, to finance the costs of the Project; and

WHEREAS, the City is a “local governmental unit” under the Bank Act; and

WHEREAS, the Governing Body is authorized and empowered under the City Bond Act and the Bank Act, and other applicable laws of the State, to issue a general obligation bond of the City and to sell such general obligation bond to the Bank for the purpose of financing the costs of the Project; and

WHEREAS, after careful study and investigation by the Governing Body, it appears to be in the best interest of the citizens of the City for the City to provide financing for the Project and to issue a general obligation bond of the City for sale to the Bank; and

WHEREAS, such general obligation bond shall be designated as the City of Diamondhead, Mississippi General Obligation Bond, Series 2022 (Capital Improvements Project), and shall be issued in one or more series, in an aggregate principal amount of not to exceed Six Million Dollars (\$6,000,000) (the “**2022 City Bond**”); and

WHEREAS, in order to purchase the 2022 City Bond, the Bank has authorized the sale and issuance of its Special Obligation Bonds, Series 2022 (the City of Diamondhead, Mississippi General Obligation Bond Project), in one or more series, in an aggregate principal amount of not to exceed Six Million Dollars (\$6,000,000) (the “**2022 Bank Bonds**”); and

WHEREAS, the 2022 Bank Bonds will be issued for the purpose of financing the Project; and

WHEREAS, the 2022 Bank Bonds will be issued pursuant to and secured by a Trust Indenture (the “**Indenture**”), by and between the Bank and the Trustee (as defined herein); and

WHEREAS, the issuance of the 2022 City Bond and the 2022 Bank Bonds for the purpose of providing financing for the Project will result in a substantial public benefit to the citizens of the City and the State; and

WHEREAS, the Governing Body is now desirous of proceeding with the issuance of the 2022 City Bond and the sale thereof to the Bank to be funded with the proceeds of the 2022 Bank Bonds; and

WHEREAS, the 2022 City Bond will be sold to the Bank pursuant to the terms and provisions of this resolution, the Act and a City Bond Purchase Agreement by and between the Bank and the City (the “**City Bond Purchase Agreement**”); and

WHEREAS, the City will make payments on the 2022 City Bond in amounts sufficient to pay the principal of, premium, if any, and interest on the 2022 Bank Bonds, as and when the same shall become due and payable; and

WHEREAS, the 2022 Bank Bonds will be sold to Crews & Associates, Inc. as Placement Agent (the “**Placement Agent**”), pursuant to the terms and provisions of a Private Placement Agreement, to be dated as of the date of the sale of the 2022 Bank Bonds (the “**Private Placement Agreement**”), by and among the Bank, the Placement Agent and the City; and

WHEREAS, there have been prepared and submitted to the Governing Body forms of:

- (a) the Indenture under which the 2022 Bank Bonds will be issued and by which they will be secured,
- (b) the City Bond Purchase Agreement providing for the sale of the 2022 City Bond by the City to the Bank, and
- (c) the Private Placement Agreement providing for the sale of the 2022 Bank Bonds to the Placement Agent,

WHEREAS, it appears that each of the documents above referred to, which documents are now before the Governing Body, is in appropriate form and is an appropriate document for the purposes identified; and

WHEREAS, all conditions, acts and things required by the Act and the Constitution and laws of the State to have existed, to have happened and to have been performed precedent to and in connection with the adoption of this resolution, the sale and issuance of the 2022 City Bond to the Bank, and the execution by the City of the Private Placement Agreement, the City Bond Purchase Agreement have happened and have been performed in regular and due time, form and manner as required by law; and

WHEREAS, it is proposed that the Governing Body should take all such additional actions, authorize the execution of such certificates, applications, reports and notices, and authorize such other actions and proceedings as shall be necessary in connection with the sale and issuance of the 2022 City Bond and the 2022 Bank Bonds.

NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED BY THE GOVERNING BODY OF THE CITY, ACTING FOR AND ON BEHALF OF SAID CITY, AS FOLLOWS:

SECTION 1. All of the matters and things recited in the premises sections of this resolution are found and determined to be true and accurate.

SECTION 2. This Bond Resolution is adopted pursuant to the Act and the Constitution and laws of the State.

SECTION 3. In addition to any words and terms elsewhere defined herein, the following words and terms shall have the following meanings, unless some other meaning is plainly intended:

“**Act**” shall mean the City Bond Act and the Bank Act.

“**Agent**” shall mean any Paying Agent and/or Transfer Agent, whether serving in either or both capacities. The Agent shall initially be the Trustee.

“**Bank**” shall mean the Mississippi Development Bank, a body corporate and politic of the State exercising essential public functions, or any successor to its functions, organized under the Bank Act.

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

“**Bond Counsel**” shall mean Butler Snow LLP, Ridgeland, Mississippi.

“**Bond Fund**” shall mean the 2022 Bond Fund provided for in Section 23 hereof.

“**Bond Resolution**” shall mean this resolution, as may be amended or supplemented from time to time.

“Business Day” shall mean any day other than (a) a Saturday, (b) a Sunday, (c) any other day on which banking institutions in New York, New York, or the principal corporate trust office of the Trustee, are authorized or required not to be open for the transaction of regular banking business, (d) any day the Diamondhead City Hall in Diamondhead, Mississippi is closed, or (e) a day on which the New York Stock Exchange is closed.

“Clerk” shall mean the City Clerk and Clerk of the Governing Body or any assistant City Clerk.

“City” shall mean the City of Diamondhead, Mississippi.

“City Bond Act” shall mean Sections 21-33-301 *et seq.*, Mississippi Code of 1972, as amended and supplemented from time to time.

“Code” shall mean the Internal Revenue Code of 1986 in effect on the date of issuance of the 2022 Bank Bonds and the 2022 City Bond, and the applicable regulations or rulings promulgated thereunder, and any successor thereto, as such may be amended from time to time.

“Construction Fund” shall mean the 2022 Construction Fund provided for in Section 22 hereof.

“Counsel to the City” shall mean Derek R. Cusick, PLLC, Gulfport, Mississippi.

“Governing Body” shall mean the Mayor and City Council of the City.

“Interest Payment Date” shall be, as described in Section 2.03 of the Indenture, the interest payment dates of the 2022 Bank Bonds.

“Mayor” shall mean the Mayor of the City.

“Municipal Advisor” shall mean Municipal Advisors of Mississippi, Gulfport, Mississippi, an independent registered municipal advisor.

“Paying Agent” shall mean any bank, trust company or other institution hereafter designated by the Governing Body for the payment of the principal of and interest on the 2022 City Bond. The Paying Agent shall initially be the Trustee.

“Payments” shall have the meaning given it in Section 21 hereof.

“Person” shall mean an individual, partnership, corporation, trust or unincorporated organization, limited liability company and a government or agency or political subdivision thereof.

“Placement Agent” shall mean Crews & Associates, Inc., Memphis, Tennessee, as placement agent of the 2022 Bank Bonds.

“Project” shall mean the Project described in the premises sections of this Bond Resolution, including the payment of costs of issuance of the 2022 City Bond and the 2022 Bank Bonds.

“Record Date” shall have the meaning given to it in Section 1.01 of the Indenture.

“Record Date Registered Owner” shall mean the Registered Owner of the 2022 City Bond as of the regular Record Date.

“Refunding Bonds” shall mean any bond or bonds issued pursuant to Section 27 hereof to refund all or a portion of the 2022 City Bond.

“Registered Owner” shall mean the Person whose name shall appear in the registration records of the City maintained by the Transfer Agent as the owner of the 2022 City Bond and shall initially be the Bank.

“State” shall mean the State of Mississippi.

“Transfer Agent” shall mean any bank, trust company or other institution hereafter designated by the Governing Body for the registration of the owner of the 2022 City Bond and for the performance of such other duties as may be herein or hereafter specified by the Governing Body. The Transfer Agent shall initially be the Trustee.

“Trustee” shall mean the state banking corporation or national banking association with corporate trust powers qualified to act as trustee under the Indenture approved by the Executive Director of the Bank.

“2022 Bank Bonds” shall mean the Mississippi Development Bank Special Obligation Bonds, Series 2022 (the City of Diamondhead, Mississippi General Obligation Bond Project), to be issued by the Bank pursuant to the Bank Act and the terms and conditions of the Indenture in an aggregate principal amount of not to exceed Six Million Dollars (\$6,000,000), issued in one or more series, with the final aggregate principal amount of the Series 2022 Bank Bonds to be provided in the Private Placement Agreement.

“2022 City Bond” shall mean the General Obligation Bond, Series 2022 (Capital Improvements Project), of the City in an aggregate principal amount of not to exceed Six Million Dollars (\$6,000,000), issued in one or more series, authorized and directed to be issued hereunder, with the final aggregate principal amount of the 2022 City Bond to be provided in the Private Placement Agreement.

Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, words and terms herein defined shall be equally applicable to the plural as well as the singular form of any of such words and terms.

SECTION 4. The Governing Body hereby authorizes and approves the sale and issuance of the 2022 City Bond to the Bank in accordance with the Act and in accordance with and subject to the provisions of this Bond Resolution and the City Bond Purchase Agreement. The terms and provisions of the sale of the 2022 City Bond to the Bank shall be based upon the terms and conditions of the sale of the 2022 Bank Bonds by the Bank to the Placement Agent. The 2022 Bank Bonds are being sold to the Placement Agent pursuant to the terms and provisions of the Private Placement Agreement.

SECTION 5. The Indenture, in the form submitted to this meeting and attached hereto as **Exhibit A**, shall be, and the same hereby is, approved in substantially said form. The Mayor and the Clerk be, and hereby are, authorized to approve such additional changes to the Indenture as may be reasonably requested by the Bank. The City hereby approves and acknowledges the Indenture and the terms and provisions thereof and recognizes that many items governing the terms and conditions of the 2022 City Bond are based upon terms, limitations and conditions provided in the Indenture.

SECTION 6. The City Bond Purchase Agreement, in the form submitted to this meeting and attached hereto as **Exhibit B**, shall be, and the same hereby is, approved in substantially said form. The Mayor and the Clerk are hereby authorized and directed to execute and deliver the City Bond Purchase Agreement with such changes, insertions and omissions as may be approved by such officers, said execution being conclusive evidence of such approval.

SECTION 7. The Private Placement Agreement, in the form submitted to this meeting and attached hereto as **Exhibit C**, shall be, and the same hereby is, approved in substantially said form. Subject to the provisions herein, the Mayor and the Clerk are hereby authorized and directed to execute the Private Placement Agreement for and on behalf of the City, subject to the following conditions: (a) compliance by the City with the provisions of the Act regarding the issuance of the 2022 City Bond; (b) the aggregate principal amount of the 2022 Bank Bonds shall not exceed \$6,000,000; (c) the 2022 Bank Bonds will bear interest at the rates to be provided in the Indenture and the net interest cost on the 2022 Bank Bonds will not be more than eleven percent (11%) per annum; (d) approval by the City of the proposal for the sale of the 2022 Bank Bonds evidenced by the City's execution of the Private Placement Agreement; (e) approval by the City of the sale of the 2022 City Bond to the Bank evidenced by the City's execution of the City Bond Purchase Agreement; (f) the final maturity of the 2022 Bank Bonds does not exceed thirty (30) years from their date of issue; and (g) the terms and provisions of the 2022 Bank Bonds are in compliance with the Act.

SECTION 8. The 2022 City Bond shall be a general obligation of the City payable as to principal of, premium, if any, and interest out of and secured by a tax to be levied annually by the City, without limitation as to time, rate or amount, upon all of the taxable property within the geographical boundaries of the City adequate and sufficient to provide for the payment of the principal of, premium, if any, and interest on the 2022 City Bond as the same becomes due. 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 City 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; provided, however, that such tax levy for any year shall be abated *pro tanto* to the extent the City on or prior to September 1 of that year has transferred money to the Bond Fund, or has made other provisions for funds, to be applied toward the payment of the principal of and interest on the 2022 City Bond due during the ensuing fiscal year of the City, in accordance with the provisions of this Bond Resolution. The avails of said tax are hereby irrevocably pledged for the payment of the principal of, premium, if any, and interest on the 2022 City Bond 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 2022 City Bond in any subsequent year to have adequate taxes levied and collected to meet the obligations of the 2022 City Bond, as to principal of, premium, if any, and interest.

SECTION 9. The Governing Body does hereby find and determine that the 2022 City Bond and the 2022 Bank Bonds are being issued to provide financing for the costs of the Project.

SECTION 10. In consideration of the purchase and acceptance of the 2022 City Bond by those who shall hold the same from time to time, this Bond Resolution shall constitute a contract between the City and the Registered Owner from time to time of the 2022 City Bond. The pledge made herein and the covenants and agreements herein set forth to be performed on behalf of the City for the benefit of the Registered Owner shall be for the equal benefit, protection and security of the Registered Owner of the 2022 City Bond, all of which, regardless of the time or times of its authentication and delivery or maturity, shall be of equal rank without preference, priority or distinction.

SECTION 11. The 2022 City Bond shall be dated the date of its issuance and delivery; shall be issued as a fully registered bond in a single denomination equal to the principal amount thereof; shall be numbered R-1; shall bear interest from the date thereof at the rate or rates borne by the 2022 Bank Bonds (as provided in the Indenture), payable on an Interest Payment Date, subject to the limitation that the 2022 City Bond shall not bear a greater overall interest rate to maturity than eleven percent (11%) per annum; and shall mature and become due and payable in the same manner and at the same dates and times as provided for the 2022 Bank Bonds as provided in the Indenture; provided, however, that the final maturity for the 2022 City Bond shall be no later than thirty (30) years from its date of issuance unless earlier redeemed as provided for in this Bond Resolution and the Indenture. The principal amount of the 2022 City Bond shall not exceed Six Million Dollars (\$6,000,000).

SECTION 12. The 2022 City Bond will be subject to redemption prior to maturity thereof only at the times, to the extent, in the manner and in the amounts that the 2022 Bank Bonds are subject to redemption as provided in Section 4.01 of the Indenture. In the event that the City elects to redeem the 2022 City Bond or any portion thereof, the City shall provide proper notices to the Bank and the Trustee as provided in this Section 12 and the redemption of the 2022 City Bond, or any portion thereof, shall be as provided in Article IV of the Indenture. It is intended that redemption of the 2022 City Bond may only occur through the processes provided in the Indenture, and the City hereby accepts such redemption provisions by this reference to the provisions of Article IV of the Indenture.

SECTION 13. The 2022 City Bond shall be executed by the manual or facsimile signature of the Mayor and countersigned by the manual or facsimile signature of the Clerk, with the seal of the City imprinted or affixed thereto; provided, however all signatures and seals appearing on the 2022 City Bond, other than the signature of an authorized officer of the Transfer Agent hereafter provided for, may be facsimile and shall have the same force and effect as if manually signed or impressed. In case any official of the City whose signature or a facsimile of whose signature shall appear on the 2022 City Bond 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. The 2022 City Bond shall be delivered to the Bank upon payment of the purchase price therefor in accordance with the terms and conditions of this Bond Resolution, the Indenture and the City Bond 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 2022 City Bond, and the final,

unqualified approving opinion of Bond Counsel. Prior to or simultaneously with the delivery of the 2022 City Bond by the Transfer Agent, the City shall file with the Transfer Agent: (a) a copy, certified by the Clerk, of the transcript of proceedings of the Governing Body in connection with the authorization, issuance, sale and validation of the 2022 City Bond; and (b) an authorization to the Transfer Agent, signed by the Mayor, to authenticate and deliver the 2022 City Bond to the Bank. At delivery, the Transfer Agent shall authenticate the 2022 City Bond and deliver it to the Bank upon payment of the purchase price of the 2022 City Bond to the City in accordance with this Bond Resolution, the Indenture and the City Bond Purchase Agreement. When the 2022 City Bond shall have been validated and executed as herein provided, it shall be registered as an obligation of the City in the office of the Clerk in a record maintained for that purpose, and the Clerk shall cause to be imprinted upon the 2022 City Bond, over his manual or facsimile signature and manual or facsimile seal, his certificate in substantially the form set out in Section 16 below.

SECTION 14. The 2022 City Bond and the certificates to appear thereon shall be in substantially the following forms and the Mayor and the Clerk be and are hereby authorized and directed to make such changes, insertions and omissions therein as may in their opinions be required:

[FORM OF 2022 CITY BOND]

NO. R-1

\$ _____

THIS CITY BOND HAS BEEN ASSIGNED TO _____, _____, MISSISSIPPI, AS TRUSTEE, UNDER A TRUST INDENTURE, DATED AS OF _____, 2022, BY AND BETWEEN THE MISSISSIPPI DEVELOPMENT BANK AND SAID TRUSTEE. THIS CITY BOND IS REGISTERED IN THE NAME OF SAID TRUSTEE AND IS NON-TRANSFERABLE EXCEPT AS PERMITTED IN SAID INDENTURE.

**UNITED STATES OF AMERICA
STATE OF MISSISSIPPI**

\$____,000,000

**THE CITY OF DIAMONDHEAD, MISSISSIPPI
GENERAL OBLIGATION BOND, SERIES 2022
(CAPITAL IMPROVEMENTS PROJECT)**

REGISTERED OWNER: _____, AS TRUSTEE

AMOUNT: _____ DOLLARS (\$____,000,000)

The City of Diamondhead, Mississippi (the "**City**"), a political subdivision of the State of Mississippi (the "**State**") organized and existing under the Constitution and laws of the State, for value received, hereby promises to pay, to the registered owner hereof, upon the presentation and surrender hereof at the office of _____, Mississippi, or its

successor, as paying and transfer agent (the “**Paying Agent**”), the principal amount identified above in any coin or currency of the United States of America which on the date of payment thereof is legal tender for the payment of public and private debts, and to pay to the registered owner hereof by check or draft mailed to the registered owner at his address as it appears on the bond registration records of the City, interest on said principal sum from the date hereof, with all said principal, premium, if any, and interest payments under this City Bond (as hereinafter defined) to be payable in accordance with the terms and conditions of the City Bond Resolution (as hereinafter defined).

This City Bond is a general obligation bond of the City in the aggregate principal amount of _____ Dollars (\$____,000) (herein called this “**City Bond**”) and is duly authorized to be 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 and supplemented from time to time, and Sections 31-25-1 *et seq.*, Mississippi Code of 1972, as amended and supplemented from time to time (collectively, the “**Act**”), and by the further authority of duly adopted resolutions of the Mayor and City Council of the City, including resolutions adopted on June 7, July 19 and September 6, 2022 (collectively, the “**City Bond Resolution**”). This City Bond is issued to provide funds to pay (i) constructing, maintaining, reconstructing, improving, and repairing roads and streets and acquiring rights-of-way therefore if necessary, (ii) erecting, repairing, improving, extending, or maintaining waterworks or water distribution systems, and repairing, improving and extending the same; (iii) establishing erecting, repairing, improving, extending or maintaining sanitary, storm, drainage or sewerage systems; (iv) constructing, maintaining, reconstructing, improving, and repairing bridges and culverts; and (v) for other authorized purposes under the Act, including funding capitalized interest, if applicable and paying the costs of borrowing.

The City will duly and punctually pay the principal of, redemption premium, if any, and interest on the City Bond at the dates and the places and in the manner mentioned in the City Bond Resolution, according to the true intent and meaning thereof. Notwithstanding any schedule of payments upon the City Bond, the City agrees to make payments upon the City Bond 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 \$____,000,000 Mississippi Development Bank Special Obligation Bonds, Series 2022 (the City of Diamondhead, Mississippi General Obligation Bond Project) (the “**Mississippi Development Bank Bonds**”), outstanding under the Trust Indenture, dated _____, 2022, (the “**Mississippi Development Bank Indenture**”), by and between the Mississippi Development Bank and _____, as trustee (the “**Mississippi Development Bank Indenture Trustee**”) at least five (5) Business Days prior to when such amounts are due whether upon a scheduled interest payment date, at maturity or by redemption or acceleration.

Reference is hereby made to the City 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 Bondholder, the rights, duties and obligations of the City and the Bondholder and the terms upon which this City Bond is issued and secured.

This City Bond shall be a general obligation of the City payable as to principal of, premium, if any, and interest out of and secured by a special tax to be levied annually by the City, without limitation as to time, rate or amount, upon all of the taxable property within the geographical

boundaries of the City adequate and sufficient to provide for the payment of the principal of, redemption premium, if any, and interest on this City Bond as the same becomes due. 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 City 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; provided, however, that such tax levy for any year shall be abated *pro tanto* to the extent the City on or prior to September 1 of that year has transferred money to the Bond Fund (as defined in the City Bond Resolution), or has made other provisions for funds, to be applied toward the payment of the principal of and interest on this City Bond due during the ensuing fiscal year of the City, in accordance with the provisions of the City Bond Resolution. The avails of said tax are hereby irrevocably pledged for the payment of the principal of and interest on this City Bond 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 this City Bond in any subsequent year to have adequate taxes levied and collected to meet the obligations of this City Bond, as to principal of, redemption premium, if any, and interest.

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

The City and the Paying Agent may deem and treat the person in whose name this City Bond is registered as the absolute owner hereof, whether this City Bond shall be overdue or not, for the purpose of receiving payment of the principal of, redemption premium, if any, and interest on this City Bond 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 City Bond to the extent of the sum or sums or paid, and neither the City nor the Paying Agent shall be affected by any notice to the contrary.

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

This City Bond shall only be redeemed under the City Bond Resolution to the extent and in the manner required to redeem the Mississippi Development Bank Bonds pursuant to the provisions of the Mississippi Development Bank Indenture.

The holder of this City Bond shall have no right to enforce the provisions of the City Bond Resolution or to institute any action to enforce the covenants therein, or to take any action with respect to any event of default under the City Bond Resolution, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as specifically provided in the City Bond Resolution.

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

All capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the City Bond Resolution.

This City Bond shall not be valid or become obligatory for any purpose or be entitled to any benefit or security under the City Bond Resolution until the certificate of authentication endorsed hereon shall have been signed by the Paying Agent.

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 City Bond, in order to make the same a legal and binding general obligation of the City, 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 City Bond, including principal, premium, if any, and interest, the full faith, credit and taxing power of the City are hereby irrevocably pledged.

IN WITNESS WHEREOF, The City of Diamondhead, Mississippi has caused this City Bond to bear the manual signature of the Mayor and City Council of the City and attested by the manual signature of the Clerk of the City all as of the ____ day of _____, 2022.

(SEAL)

THE CITY OF DIAMONDHEAD, MISSISSIPPI

By _____
Mayor of the City of Diamondhead, Mississippi

ATTEST:

By _____
City Clerk

CERTIFICATE OF AUTHENTICATION

This City Bond is the City Bond described in and issued under the provisions of the within mentioned City Bond Resolution.

_____, as **Transfer Agent**

By _____
Authorized Signature

Date of Authentication: _____, 2022

STATE OF MISSISSIPPI

COUNTY OF HANCOCK

I, the undersigned Chancery Clerk of the Hancock County, Mississippi, do hereby certify that the within City Bond has been duly registered by me as an obligation of said City 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 the Hancock County, Mississippi, rendered on the _____ day of _____, 2022.

(SEAL)

Chancery Clerk of the Hancock County, Mississippi

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto _____ (please print or typewrite name and address of transferee) _____ the within City Bond and all rights and title thereunder, and hereby irrevocably constitutes and appoints _____ as attorney to transfer the within City Bond on the records kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature guaranteed:

NOTICE: Signature(s) must be guaranteed by a member of a nationally recognized Medallion Signature Guaranty Program acceptable to the Trustee.

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within City Bond in every particular, without alteration or any change whatever.

[END OF FORM OF 2022 CITY BOND]

SECTION 15. (a) The Paying Agent and Transfer Agent for the 2022 City Bond shall initially be the Trustee. The City specifically reserves the right to hereafter designate a separate Paying Agent and/or Transfer Agent in its discretion, subject, however to the terms and conditions of the Indenture, as hereinafter provided.

(b) So long as the 2022 City Bond shall remain outstanding, the City shall maintain with the Transfer Agent records for the registration and transfer of the 2022 City Bond. The Transfer Agent

is hereby appointed registrar for the 2022 City Bond, in which capacity the Transfer Agent shall register in such records and permit to be transferred thereon, under such reasonable regulations as may be prescribed, the 2022 City Bond if entitled to registration or transfer.

(c) The City shall pay or reimburse the 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 2022 City Bond registrars, subject to agreement between the City and the Agent. Fees and reimbursements for extraordinary services and expenses, so long as not occasioned by the negligence, misconduct or willful default of the Agent, shall be made by the City 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.

(d) (i) An Agent may at any time resign and be discharged of the duties and obligations of the function of Paying Agent and Transfer Agent pursuant to the terms and conditions stated in Section 11.05 and 11.06 of the Indenture.

(ii) In the event of the resignation or removal of the Agent, a successor Agent shall be selected as provided in Section 11.07 of the Indenture.

(iii) In the event of a change of Agents, the predecessor Agent shall cease to be custodian of any funds held pursuant to this Bond Resolution in connection with its role as such Agent, and the successor 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 Agent shall be fully paid. Every predecessor Agent shall deliver to its successor Agent all records of account, registration records and all other records, documents and instruments relating to its duties as such Agent.

(iv) The provisions of Section 11.08 of the Indenture shall govern the acceptance of any appointment of a successor Agent.

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

(vi) The City will provide any successor Agent with certified copies of all resolutions, orders and other proceedings adopted by the Governing Body relating to the 2022 City Bond.

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

SECTION 16. In case the 2022 City Bond shall become mutilated or be stolen, destroyed or lost, the City shall, if not then prohibited by law, cause to be authenticated and delivered a new 2022

City Bond of like date, number, maturity and tenor in exchange and substitution for and upon cancellation of such mutilated 2022 City Bond, or in lieu of and in substitution for such 2022 City Bond stolen, destroyed or lost, upon the Registered Owner's paying the reasonable expenses and charges of the City in connection therewith, and in case of a 2022 City Bond stolen, destroyed or lost, the Registered Owner's filing with the City or Transfer Agent evidence satisfactory to them that the 2022 City Bond was stolen, destroyed or lost, and of its ownership thereof, and furnishing the City or Transfer Agent with such security and/or indemnity as may be required by law or by them to save each of them harmless from all risks, however remote.

SECTION 17. Only if the 2022 City Bond shall have endorsed thereon a certificate of registration and authentication in substantially the form hereinabove set forth, duly executed by the Transfer Agent, shall the 2022 City Bond be entitled to the rights, benefits and security of this Bond Resolution. The 2022 City Bond 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 Transfer Agent, which executed certificate shall be conclusive evidence of registration, authentication and delivery under this Bond Resolution. The Transfer Agent's certificate of registration and authentication on the 2022 City Bond shall be deemed to have been duly executed if signed by an authorized officer of the Transfer Agent, provided, however, it shall not be necessary that the same officer sign said certificate on every 2022 City Bond that may be issued hereunder.

SECTION 18. Ownership of the 2022 City Bond shall be in the Bank or its assignee. The Person in whose name the 2022 City Bond shall be registered in the records of the City maintained by the Transfer Agent may be deemed the absolute owner thereof for all purposes, and payment of or on account of the principal of, premium, if any, or interest on the 2022 City Bond 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 hereinafter provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon the 2022 City Bond to the extent of the sum or sums so paid.

SECTION 19. The 2022 City Bond herein authorized to be issued shall be submitted to validation in the Chancery Court of the Hancock County, Mississippi, in the manner and with the force and effect provided by Sections 31-13-1 *et seq.*, Mississippi Code of 1972, as amended and supplemented from time to time.

SECTION 20. The 2022 City Bond shall be transferable only as provided in the Indenture and this Bond Resolution. Upon the transfer of the 2022 City Bond, the City, acting through its Transfer Agent, shall issue in the name of the transferee a new 2022 City Bond of the same aggregate principal amount and maturity and rate of interest as the surrendered 2022 City Bond.

SECTION 21. (a) The City shall maintain with the Agent or another qualified depository a special fund, hereby created, in the name of the City and designated the 2022 Bond Fund (the "**Bond Fund**") for the payment of the principal of, premium, if any, and interest on the 2022 City Bond and the payment of the Agent's fees in connection therewith. There shall be deposited into the Bond Fund as and when received:

- (i) the avails of any of the ad valorem taxes levied and collected pursuant to Section 8 hereof;

- (ii) any income received from the investment of monies in the Bond Fund; and
- (iii) any other funds available to the City which may be lawfully used for payment of the principal of, premium, if any, and interest on the 2022 City Bond or for other obligations of the City which may be due under the Indenture, and which the Governing Body, in its discretion, may direct to be deposited into the Bond Fund.

(b) As long as any principal of, premium, if any, and interest on the 2022 City Bond or the 2022 Bank Bonds remains outstanding and/or any other obligations of the City remain outstanding under the Indenture, the City shall withdraw from the Bond Fund sufficient monies to make the payments (the “**Payments**”) necessary to pay (i) the principal of, premium, if any, and interest coming due on the 2022 Bank Bonds, and (ii) any additional Payments necessary and required as obligations of the City under the Indenture, and to transfer same to the account of the Paying Agent in time to reach said Paying Agent at least five (5) Business Days prior to the date on which said interest or principal and interest or premium, if any, on the 2022 Bank Bonds shall become due. The Paying Agent shall transfer such Payments to the Trustee who shall deposit such Payments as provided under the Indenture.

SECTION 22. (a) The proceeds received upon the sale of the 2022 City Bond shall be deposited with a qualified depository in a special fund, hereby created, in the name of the City and designated the “2022 Construction Fund” (the “**Construction Fund**”). Such proceeds shall be used, to the extent permitted by law, (i) for the Project; (ii) to reimburse the City for any expenses incurred by the City in connection with the Project allowed by the Code; (iii) to pay architectural, engineering, fiscal, paying agent, printing, accounting, construction manager, financial advisory, feasibility consultant, legal expenses and development expenses incurred in connection with the Project, the 2022 City Bond and the 2022 Bank Bonds; and (iv) to pay costs related to any suits and proceedings in connection with the Project, including any costs of settlement thereof. Any income received from investment of monies in the Construction Fund shall be deposited in the Construction Fund and shall be used for the costs of the Project. Any amounts which remain in the Construction Fund after the completion of the Project shall be transferred to the Bond Fund and used as permitted under the Code and State law.

(b) The balance of the proceeds derived from the sale of the 2022 City Bond following the deposits to be made pursuant to this Section 22 shall be retained by the Bank and deposited with the Trustee under the Indenture to be used for the payment of the costs of issuance and sale of the 2022 City Bond and the costs of issuance and sale of the 2022 Bank Bonds, all as provided in the Indenture.

SECTION 23. Funds on deposit in the Bond Fund and the Construction Fund may be invested in Investment Securities, as defined in the Indenture, to the extent they are authorized by the Act and applicable provisions of State law which Investment Securities shall mature not later than the respective dates when the money held for the credit of such fund or account will be required for the purposes intended.

SECTION 24. (a) Payment of principal on the 2022 City Bond shall be made to the Record Date Registered Owner thereof whose name shall appear in the registration records of the City maintained by the Transfer Agent as of the Record Date.

(b) Payment of each installment of interest on the 2022 City Bond shall be made to the Record Date Registered Owner thereof whose name shall appear in the registration records of the City maintained by the Transfer Agent as of the Record Date. Interest shall be payable in the aforesaid manner irrespective of any transfer or exchange of such 2022 City Bond subsequent to the Record Date and prior to the due date of the interest.

(c) Principal of and interest on the 2022 City Bond shall be paid by check or draft mailed on an Interest Payment Date to the Registered Owner at the addresses appearing in the registration records of the Transfer Agent. Any such address may be changed by written notice from the Registered Owner to the Transfer Agent by certified mail, return receipt requested, or such other method and at the times as may be subsequently prescribed by the Transfer Agent.

SECTION 25. The City may issue Refunding Bonds in one or more series with the consent of the Bank pursuant to a supplement to this Bond Resolution to provide funds for the refunding of the 2022 City Bond so long as: (a) no default has occurred and is continuing under this Bond Resolution or the Indenture; and (b) there shall have been filed with the City and the Trustee an opinion of Bond Counsel that the exclusion from gross income for federal income tax purposes of interest on the 2022 Bank Bonds then outstanding under the Indenture shall not be adversely affected.

Such Refunding Bonds shall be appropriately designated, shall be dated, shall bear interest at a rate or rates not exceeding the maximum rate then permitted by law, shall be numbered, shall have such paying agents and shall have such maturities and redemption provisions, all as may be provided in the supplement to this Bond Resolution or separate Bond Resolution authorizing the issuance of such Refunding Bonds.

It is intended that this Section 25 allow for the provision of Refunding Bonds commensurate with the ability of the Bank to issue its refunding bonds as provided in Section 2.05 of the Indenture.

SECTION 26. The City hereby covenants that it shall make, or cause to be made to the United States of America, any rebate payments required by Section 148(f) of the Code and the regulations promulgated thereunder in connection with the 2022 Bank Bonds and the 2022 City Bond and to that end, to enter into the Arbitrage Rebate Agreement (as defined in the Indenture) with the Bank and the Trustee.

SECTION 27. The City covenants to comply with each requirement of the Code, necessary to maintain the exclusion of interest on the 2022 Bank Bonds from gross income for federal income tax purposes, and in furtherance thereof, to comply with a certificate of the City to be executed and delivered concurrently with the issuance of the 2022 City Bond and the 2022 Bank Bonds, or such other covenants as may, from time to time, be required to be complied with in order to maintain the exclusion of interest on the 2022 Bank Bonds from gross income for federal income tax purposes. The City shall not use or permit the use of any of the proceeds of the 2022 City Bond or the 2022 Bank Bonds, or any other funds of the City, directly or indirectly, to acquire any securities, obligations or other investment property, and shall not take or permit to be taken any other action or actions, which would cause any 2022 Bank Bond to be an “arbitrage bond” as defined in Section 148 of the Code. Notwithstanding any other provisions to the contrary, so long as necessary in order to maintain the exclusion of interest on the 2022 Bank Bonds from gross

income for federal income tax purposes under the Code, the covenants contained in this Section 29 shall survive the payment of the 2022 City Bond and the 2022 Bank Bonds and the interest thereon, including any payment or defeasance thereof.

SECTION 28. The Mayor and/or the Clerk are hereby authorized to sign and file or cause to be filed a completed I.R.S. Form 8038-G “Information Return for Governmental Obligations” if required by Section 149(e) of the Internal Revenue Code of 1986, as amended.

SECTION 29. The Mayor and/or the Clerk are hereby authorized to execute a non-arbitrage certification in order to comply with Section 148 of the Internal Revenue Code of 1986, as amended, and the applicable regulations thereunder.

SECTION 30. The City represents as follows:

(a) The City shall take no action that would cause the 2022 Bank Bonds to be “federally guaranteed” within the meaning of Section 149(b) of the Code;

(b) The City shall take all necessary action to have the 2022 Bank Bonds registered within the meaning of Section 149(a) of the Code; and

(c) The City will not employ any device or abusive transaction with respect to the investment of the proceeds of the 2022 Bank Bonds and, to the extent necessary, the 2022 City Bond.

SECTION 31. The City, with the consent of the Bank but without the consent of the owners of any of the 2022 Bank Bonds outstanding under the Indenture, may enter into amendments or supplements to this Bond Resolution which shall not be inconsistent with the terms and provisions hereof and the Indenture.

SECTION 32. The 2022 City Bond shall be sold to the Bank pursuant to the terms and provisions of the City Bond Purchase Agreement.

SECTION 33. If the Project or any improvements located thereon shall be damaged or destroyed (in whole or in part) at any time while any of the 2022 City Bond remains outstanding, there shall be no abatement or reduction in the amount payable by the City hereunder and under the 2022 City Bond. Also, if at any time while any 2022 Bank Bonds remain outstanding, and the whole or any part of title to, or the use of, the Project shall be taken by condemnation, there shall be no abatement or reduction in the amount payable by the City hereunder.

SECTION 34. (a) The Bank and the City, without the consent of the owners of any of the 2022 Bank Bonds outstanding under the Indenture, may enter into supplements to this Bond Resolution which shall not be inconsistent with the terms and provisions hereof for any of the purposes heretofore specifically authorized in this Bond Resolution or the Indenture, and in addition thereto for the following purposes:

(i) To cure any ambiguity or formal defect or omission in the Indenture;

(ii) 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 owner of the City Bond and does not require unanimous consent of the Bondholders pursuant to Section 12.01 of the Indenture;

(iii) To subject to the Indenture additional Revenues (as such term is defined in the Indenture), properties or collateral;

(iv) To modify, amend or supplement the Indenture or any indenture supplemental thereto in such manner as to permit the qualification thereof under the Trust Indenture Act of 1939 or any similar federal statute hereafter in effect or to permit the qualification of the 2022 Bank 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 thereto such other terms, conditions and provisions as may be permitted by said Trust Indenture Act of 1939 or similar federal statute; and

(v) To evidence the appointment of a separate or co-trustee or the succession of a new Trustee under the Indenture or the succession of a new registrar and/or paying agent.

(b) The provisions of this Bond Resolution may be amended in any particular with the written consent of the Bank to the extent authorized by the Indenture; provided, however, that no such amendment may be adopted which 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 of or 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 City shall request the Trustee to consent to a proposed amendment of this Bond Resolution for any of the purposes of this Section, the Trustee shall, upon being satisfactorily indemnified and/or secured 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 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 Bank Bonds. If, within sixty (60) 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 2022 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 City 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 permitted and provided in this Section, this Bond Resolution shall be modified and amended in accordance therewith.

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

SECTION 35. Except as otherwise expressly provided herein, nothing in this Bond Resolution, express or implied, is intended or shall be construed to confer upon any person or firm or

corporation other than the City, the Bank and the Trustee, any right, remedy or claim, legal or equitable, under and by reason of this Bond Resolution or any of the provisions hereof or the Indenture or any provision thereof. This Bond Resolution, the Indenture and all of their provisions are intended to be and shall be for the sole and exclusive benefit of the City, the Trustee and the Bank.

SECTION 36. The Mayor is hereby authorized to cause to be paid out of the proceeds of the sale of the 2022 City Bond or approve payment out of the proceeds of the sale of the 2022 Bank Bonds for such legal, municipal advisory, accounting, financial, rating, Trustee, Bank fees and printing expenses and all such other expenses, incurred in connection with the sale and issuance of the 2022 City Bond and the 2022 Bank Bonds as may be permitted to be paid therefrom pursuant to the terms of this Bond Resolution, the Indenture, the City Bond Purchase Agreement and applicable State law provided however, costs shall not exceed 5% of the par amount of the 2022 Bank Bonds (excluding Placement Agents' discount).

SECTION 37. The Governing Body hereby approves the designation of Crews & Associates, Inc., Memphis, Tennessee as the Placement Agent of the 2022 Bank Bonds.

SECTION 38. When the 2022 City Bond is issued, the Clerk is hereby authorized and directed to prepare and furnish to the Bank, the Placement Agent and the Trustee certified copies of all the proceedings and records of the City relating to the 2022 City Bond, and such other affidavits and certificates as may be required to show the facts relating to the legality and marketability of the 2022 City Bond as such facts appear from the books and records in the Clerk's custody and control or as otherwise known to him; and all such certified copies, certificates and affidavits, including any heretofore furnished, shall constitute representations of the City as to the truth of all statements contained therein.

SECTION 39. From and after the execution and delivery of the documents hereinabove authorized, the proper officers, agents and employees of the City are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of said documents as executed and are further authorized to take any and all further actions and execute and deliver any and all other documents and certificates as may be necessary or desirable in connection with the sale and issuance of the 2022 City Bond and the execution and delivery of the City Bond Purchase Agreement or other documents necessary to conclude the sale and issuance of the 2022 City Bond and to document the City's compliance with the Act. The Governing Body further authorizes Bond Counsel, Counsel to the City, the Placement Agent and the Municipal Advisor to prepare and distribute all necessary documents and to do all things required in order to negotiate the sale of the 2022 Bank Bonds and to effectuate the sale and issuance of the 2022 City Bond and the 2022 Bank Bonds.

SECTION 40. The Clerk is hereby directed to forward a certified copy of this Bond Resolution to the Bank, the Placement Agent and the Trustee.

SECTION 41. Each member of the Governing Body, the Mayor and the Clerk are hereby authorized to execute such documents, instruments and papers, and do such acts and things as may be necessary or advisable in connection with the authorization, sale, preparation, execution, issuance and delivery of the 2022 City Bond and the 2022 Bank Bonds.

SECTION 42. The Mayor shall be, and hereby is authorized and directed to make all final determinations necessary in connection with the sale and issuance of the 2022 City Bond and the 2022 Bank Bonds including, but not limited to, the dated date of the 2022 City Bond and the 2022 Bank Bonds, the final principal amount of the 2022 City Bond and the 2022 Bank Bonds, the maturity schedule relating to the 2022 City Bond and the 2022 Bank Bonds, the redemption terms of the 2022 City Bond and the 2022 Bank Bonds, the interest rate or rates to be borne by the 2022 City Bond and the 2022 Bank Bonds, the series designation of the 2022 City Bond and the 2022 Bank Bonds, the price to be paid for the 2022 City Bond and the 2022 Bank Bonds, the selection of the Agent, the approval of the Bank's selection of the Trustee, and any and all other terms thereof, subject to the provisions of the Act and this Bond Resolution.

SECTION 43. If the Municipal Advisor deems it in the best interest of the City to sell the Series 2022 Bonds in the municipal bond market, the Bank authorizes Butler Snow LLP, as Bond Counsel (the "**Bond Counsel**") to prepare a preliminary official statement (the "**Preliminary Official Statement**") for the sale of the Bank Bonds and authorizes a to be determined underwriter (the "**Underwriter**") to distribute the Preliminary Official Statement for the sale of the Bank Bonds. The City hereby approves any changes to the Indenture, the City Bond Purchase Agreement, and all other documents, as applicable, if required by the Placement Agent, with such changes, insertions and omissions as may be approved by such officers, said execution being conclusive evidence of such approval. The City hereby approves the execution of a Bond Purchase Agreement, by and among the Bank, the City and the Underwriter (the "**Bond Purchase Agreement**"), if applicable and the appointment of the Placement Agent and authorizes Bond Counsel to prepare the Bond Purchase Agreement in connection with the sale of the Bank Bonds.

SECTION 44. If the Municipal Advisor deems it in the bests interest of the City and the Bank to apply for municipal bond insurance for the 2022 Bank Bonds, the Governing Body hereby approves the execution of a commitment for the provision of municipal bond insurance for the 2022 Bank Bonds and any additional documents and certificates which are required by any provider of such municipal bond insurance selected to provide credit enhancement in connection with the issuance of the 2022 Bank Bonds. The Mayor or the Clerk are hereby authorized to approve any changes, insertions and omissions as may be required by the provider of the municipal bond insurance to the Private Placement Agreement, the Preliminary Official Statement or Official Statement as are approved by the Mayor or the Clerk, evidenced by his/her execution of the commitment for said municipal bond insurance and other additional documents and certificates. In addition, the executive director of the Bank and/or an authorized office of the bank are hereby authorized to apply for municipal bond insurance and execute a commitment for the provision of municipal bond insurance and any additional documents and certificates which are required by any provider of such municipal bond insurance selected to provide credit enhancement in connection with the issuance of the 2022 Bank Bonds.

SECTION 45. All covenants, stipulations, obligations and agreements of the City contained in this Bond Resolution, shall be binding upon the City, and, except as otherwise provided in this Bond Resolution, all rights, powers and privileges conferred and duties and liabilities imposed upon the City by the provisions hereof, shall be exercised or performed by the City. No stipulation, obligation or agreement herein contained or any other document necessary to conclude the issuance and sale of the 2022 City Bond shall be deemed to be a stipulation, obligation or agreement of any officer, agent or employee of the City, including the Governing Body, in his or

her individual capacity, and no such officer, agent or employee shall be personally liable on the 2022 City Bond or be subject to personal liability or accountability by reason of the issuance and sale thereof.

SECTION 46. In the event any scrivener's errors shall be discovered in this resolution after the adoption hereof but prior to the issuance of the 2022 City Bond, the Governing Body hereby authorizes and directs that each such scrivener's error shall be corrected in all multiple counterparts of this resolution prior to the issuance of the 2022 City Bond.

SECTION 47. If any one or more of the provisions of this Bond Resolution shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any of the other provisions of this Bond Resolution, but this Bond Resolution shall be construed and enforced as if such illegal or invalid provision or provisions had not been contained herein.

SECTION 48. All resolutions and orders or parts thereof in conflict herewith are, to the extent of such conflicts, hereby repealed, and this Bond Resolution shall become effective immediately.

[Remainder of page left blank intentionally.]

Councilmember _____ seconded the motion to adopt the foregoing resolution, and the question being put to a roll call vote, the result was as follows:

Mayor Nancy Depreo	voted: _____
Councilmember Gerard Maher	voted: _____
Councilmember Shane Finley	voted: _____
Councilmember Anna Liese	voted: _____
Councilmember John Cumberland	voted: _____
Councilmember Charles S. Clark	voted: _____

The Mayor declared the motion carried and the resolution be adopted this the 6th day of September, 2022.

Mayor

ATTEST:

City Clerk

EXHIBIT A
FORM OF INDENTURE

EXHIBIT B

FORM OF CITY BOND PURCHASE AGREEMENT

EXHIBIT C
FORM OF PRIVATE PLACEMENT AGREEMENT