

DEVELOPMENT AND REIMBURSEMENT AGREEMENT

This Development and Reimbursement Agreement this “**Agreement**”) is executed and made to be effective the ___ day of _____, 2026 by and between **CITY OF TUPELO, MISSISSIPPI** (the “**City**”), **LEE COUNTY, MISSISSIPPI** (the “**County**”) each political subdivisions and governmental entities organized and existing under the laws of the State of Mississippi (the “**State**”), and **IBCP GARFIELD, LLC**, a South Carolina limited liability company, its successors and assigns (the “**Developer**”).

WITNESSETH:

WHEREAS, Developer is sponsoring a mixed-used redevelopment project (the “**Project**”) within the City, comprising 19.18 acres and located proximate to the intersection of Garfield St. and South Gloster as depicted on **Exhibit A**, being the current site of the One D’ville Apartments (10.86 acres) and adjacent, unimproved lands (8.32 acres) (the “**Project Site**”); and

WHEREAS, the Project will involve the demolition of the One D’ville apartments and a comprehensive redevelopment plan for the Project Site, which will incorporate commercial uses (such as medical office) and a range of housing concepts (from apartments to townhome cottages to single family) catering to the professional workforce of North Mississippi Medical Center and other local employers of significance; and

WHEREAS, after a public hearing, the City, acting by and through its Mayor and City Council (the “**Governing Body**”) adopted a resolution on June 3, 2025, determining that the Project constitutes a qualifying Project and Developer constitutes a “Qualified Business Enterprise” within the meaning of Section 17-25-27 of the Mississippi Code of 1972, as amended and supplemented (the “**Act**”), as the Project will promote economic development; assist in the creation of jobs; and promote the reconstruction and replacement of older/obsolete housing units within the City; and

WHEREAS, the Act authorizes municipalities and counties in the State, individually or working cooperatively, to enter into an agreement with a Qualified Business Enterprise to use “**Project Revenues**” (as defined in the Act), or a portion thereof, to reimburse the Qualified Business Enterprise for its privately incurred expenditures or obligations associated with the qualifying Project, including:

(a) the acquisition, construction, restoration, repair, renovation, improvement, relocation or removal of:

1. Potable and non-potable water supply systems that will serve the Project or any portion thereof;
2. Sewage and waste disposal systems that will serve the Project or any portion thereof;
3. Stormwater drainage and other drainage systems that will serve the Project or any portion thereof;
4. Streets and other roadways that will provide any access to, from or within the Project Site or any portion thereof;

5. Fire suppression or prevention systems that will serve the Project or any portion thereof; and
6. Utility distribution systems, including, but not limited to, electricity, natural gas, telephone and other information and telecommunications facilities, whether by wire, fiber or wireless means, that will serve the project or any portion thereof (collectively, “**Facilities Related to the Project**”); and

(b) All costs and expenses of the Project or Facilities Related to the Project, including, but not limited to:

1. Site preparation and improvements (including clearing, grubbing and grading activities) and other startup costs;
2. Acquisition, construction, restoration, repair, renovation, improvement, relocation, demolition or removal costs;
3. Costs of fixtures, equipment and other personal property; which, in all such cases, are required for the purposes of the Project or Facilities Related to the Project, whether publicly or privately owned, including, without limitation, any costs associated with land and any rights or undivided interest therein, options, easements, franchises, fees, permits, approvals, licenses and certificates;
4. Costs associated with the closure, post-closure maintenance or corrective action on environmental matters;
5. Professional services costs, such as costs of engineering, surveying, environmental, geotechnical, architectural and legal services;
6. Costs of plans and specifications and all expenses necessary or incident to determining the feasibility or practicability of the Project or any Facilities Related to the Project (collectively, the “**Cost of the Project**”); and

WHEREAS, as authorized by the Section 17-25-27(2)(b)(ii) of Act, the City and the County each intend that this Agreement shall serve as evidence of their interlocal agreement (the “**Interlocal Alliance**”), pursuant to which:

(a) the City will pledge up to 100% of the City’s incremental increase in ad valorem real and personal property tax revenue generated from the Project or Facilities Related to the Project (the “**City Tax Increment**”); and

(b) the County will pledge 50% of the County’s incremental increase in ad valorem real and personal property tax revenue generated from the Project or Facilities Related to the Project (the “**County Tax Increment**” and together with the City Tax Increment, the “**Incremental Project Revenues**”):

In each case, to fund annual reimbursements (each, a “**Reimbursement**”) to the Developer from the Incremental Project Revenues for a maximum term of fifteen (15) years from the tax year in which Phase-1 of the Project is complete (the “**Term**”), subject to a maximum, cumulative reimbursement remitted to Developer in the amount of Four Million and no/100 Dollars (\$4,000,000) (the “**Reimbursement Cap**”), whichever occurs first; and

WHEREAS, as required by the 17-25-27(2)(c) of the Act, the Developer and the City have submitted an application to the Mississippi Development Authority (“**MDA**”) on its prescribed form (the “**Application**”) which sets forth the anticipated Project costs, anticipated installations of infrastructure and Facilities Related to the Project and job creation forecast for all anticipated phases of the Project; and

WHEREAS, the MDA has approved the Application and issued a Certificate of Public Convenience and Necessity No. _____ (the “**CPCN**”) approving this Agreement and the Interlocal Alliance; and

WHEREAS, the Project and the Facilities Related to the Project will be acquired, constructed, or installed by the Developer as described herein on public or private land within the Project Site or on land adjacent to and/or serving the Project Site; and

WHEREAS, the Project is an eligible and qualifying project pursuant to the Act for which the Developer can be reimbursed for all or a portion of the Costs of the Project with Incremental Project Revenues, and the Developer has requested that the City and County to assist in the financing of the Costs of the Project pursuant to this Agreement and as permitted under the Act; and

WHEREAS, based upon the positive economic impact of the Project and the Facilities Related to the Project on the citizens of the City and the County, and as an incentive for the construction of the Project and the Facilities Related to the Project, the City and County desire to enter into this Agreement and the Interlocal Alliance; and

WHEREAS, as required by Section 17-25-27(2)(c) of the Act, the Developer, the City and the County now desire to enter into this Agreement to set forth the Interlocal Alliance and the agreement among the parties with respect to Reimbursements to Developer of its eligible Cost of the Project from Incremental Project Revenues.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING, THE CITY, THE COUNTY AND THE DEVELOPER HEREBY AGREE AS FOLLOWS:

1. All matters and things recited in the premises and preamble of this Agreement are found and determined to be true and accurate and are incorporated herein by reference.

2. The Developer is a limited liability company validly existing and in good standing in the State of South Carolina and is registered as a limited liability company in the State, duly authorized to transact business and to hold property in the State.

3. The Developer understands and agrees, as follows:

(a) in connection with the acquisition and construction of the Project and the Facilities Related to the Project, the Developer will obtain all necessary permits approvals from all applicable State, City, federal, and other governmental agencies; and

(b) the Developer will diligently construct and install the Project and the Facilities Related to the Project in accordance with: (i) its market-driven phasing plan and

schedule; (ii) customary building standards; (iii) the requirements of the City with respect to the City standards, codes and ordinances; and (iv) all other applicable laws and regulations in all material respects; and

(c) The Project and Facilities Related to the Project will be constructed and/or installed on or within the Project Site or on land adjacent to and/or serving the Project Site; and

(d) the Developer will maintain separate itemized records on the Costs of the Project and Facilities Related to the Project for which the Developer seeks Reimbursement in a manner so as to aid the City in accounting for Costs of the Project eligible for Reimbursement under this Agreement and shall continue to maintain such records for the duration of this Agreement. Developer shall make such records available to the auditor of the City and, if an audit is conducted which requires additional records to support the findings of any audit, will cooperate in providing additional records to the auditor of the City; and

(e) prior to Reimbursement from Incremental Project Revenues, the Developer will submit, on an annual basis for the duration of the Term, a Reimbursement requisition to the City in substantially the form attached hereto as **Exhibit B** requesting Reimbursement for eligible Cost of the Project (the “**Reimbursement Requisition**”), which Reimbursement Requisition shall be submitted within the first ____ days of each calendar year; and

(f) the Developer will dedicate all lands, systems and equipment for the Facilities Related to the Project that will be publicly owned and maintained within the Project Site; and

(g) the Developer assumes the risk of proceeding with the acquisition and construction of the Project and the Facilities related to the Project prior to the receipt of any Reimbursements and further acknowledges that the sole source of funds available to make Reimbursements to the Developer for the eligible Costs of the Project and Facilities Related to the Project is the Incremental Project Revenues.

4. The City agrees, as follows:

(a) The City will cooperate with the Developer in the construction of the Project and the Facilities Related to the Project; and

(b) The City will accept maintenance responsibility for that part, if any, of the Facilities Related to the Project which are constructed to City standards and dedicated to the City; and

(c) Subject to the Reimbursement Cap and Section 4(e) below, the City will pledge 100% of the City Tax Increment for the Term of this Agreement; and

(d) the City shall promptly review and process Reimbursement Requisitions and remit the Reimbursement of eligible Costs of the Project on an annual basis (no later than 60 days after receipt of a Reimbursement Requisition), with the understanding that the City may deduct and recoup its reasonable and documented out-of-pocket costs (including attorney’s fees) associated with this Agreement and the Application, prior to funding Reimbursements; and

(e) as an additional inducement to the Project, the City will coordinate with Developer to design and construct sidewalk/crosswalk improvements to aid in pedestrian access from the Project to the main campus of North Mississippi Medical Center across S. Gloster Street. It is the intent of the parties that the City will separately fund and administer the installation of the Traffic Improvements.

5. The County agrees that it will Pledge 50% of the County Tax Increment for the Term of this Agreement, subject to the Reimbursement Cap.

6. The City and County jointly agree that:

(a) At such time as the existing One D'ville apartments have been vacated cleared from the Property, the City and County will use commercially reasonable best efforts to work with local tax officials to re-appraise and re-assess the One D'ville property (Parcel No. 101H-01-079-00) as vacant land for purposes of establishing the "originally assessed value" for determining the Incremental Project Revenues upon completion of the Project (or applicable phases thereof).

(b) For each year during the Term, and subject to the timely receipt of annual Reimbursement Requisitions and the Reimbursement Cap, the City and County will allocate and remit the Incremental Project Revenues to Developer in Reimbursement of the eligible Costs of the Project and the Facilities Related to the Project.

7. No party to this Agreement shall assign its obligations or interests in this Agreement without prior written consent of the other, which consent shall not be unreasonably withheld, conditioned, or delayed.

8. This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

9. If any provision of this Agreement shall be deemed to be or shall in fact be invalid, inoperative or unenforceable, the same shall not affect any other provisions or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatsoever.

10. This Agreement has been made by the City, County and the Developer and no person other than the foregoing and their successors and assigns shall acquire or have any right under or by virtue of this Agreement.

12. This Agreement shall become effective upon the execution and acceptance hereof by the parties hereto and shall be valid and enforced in accordance with its terms and State law from and after the time of such execution and acceptance until the expiration of the Term or the Reimbursement Cap is reached, whichever occurs first.

13. This Agreement shall be governed as to validity, construction and performance by the Constitution and the laws of the State. The parties agree, to the extent allowed by law, to submit to the jurisdiction of State and federal courts in the City, in the event of a lawsuit to the exclusion of all other jurisdictions and venues.

[The remainder of this page is intentionally left blank. Execution page to follow.]

DULY EXECUTED on the day and year first written hereinabove.

CITY OF TUPELO, MISSISSIPPI

By: _____
Mayor

ATTEST:

By: _____
City Clerk

STATE OF MISSISSIPPI

COUNTY OF LEE

Personally appeared before me, the undersigned authority in and for the said county and state, on this ____ day of _____, 2026, within my jurisdiction, the within named Todd Jordan and Kim Hanna, who acknowledged they are the Mayor and the Clerk of the City of Tupelo, Mississippi, and that for and on behalf of said City and as its act and deed, they executed the above and foregoing instrument, after first having been duly authorized so to do.

Notary Public

My Commission Expires:

DULY EXECUTED on the day and year first written hereinabove.

LEE COUNTY, MISSISSIPPI

By: _____
Barry Parker, President, Board of
Supervisors

ATTEST:

By: _____
Chancery Clerk

STATE OF MISSISSIPPI

COUNTY OF LEE

Personally appeared before me, the undersigned authority in and for the said county and state, on this ____ day of _____, 2026, within my jurisdiction, the within named Barry Parker and Bill Benson, who acknowledged they are the President of the Board of Supervisors and the Chancery Clerk of Lee County, Mississippi, and that for and on behalf of said City and as its act and deed, they executed the above and foregoing instrument, after first having been duly authorized so to do.

Notary Public

My Commission Expires:

IBCP Garfield, LLC

By: _____

Title: _____

STATE OF _____

COUNTY OF _____

Personally appeared before me, the undersigned authority in and for the said county and state, on this ____ day of _____, 2026, within my jurisdiction, the within named _____ who acknowledged that he/she is the _____ of IBCP Garfield, LLC, a South Carolina limited liability company, and that for and on behalf of said limited liability and as its act and deed, he executed the above and foregoing instrument, after first having been duly authorized so to do.

Notary Public

My Commission Expires:

EXHIBIT A

DESCRIPTION OF PROJECT SITE

EXHIBIT B

REIMBURSEMENT REQUISITION FORM

Not to Exceed \$4,000,000 | City of Tupelo, Mississippi
Increment Project Revenue Financing (Miss. Code Ann. § 17-25-27, et. seq. (2026)
(Garfield Commons)

REQUISITION FOR PAYMENT

Reference is made to that certain Development and Reimbursement Agreement (the “**Agreement**”) by and among the City of Tupelo, MS (the “**City**”); Lee County, MS (the “**County**”) and IBCP Garfield, LLC (“**Developer**”) dated _____, 2026. Capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Agreement.

The undersigned duly authorized representative of Developer hereby requests the City and County to reimburse the Developer for the following Costs of the Project from Incremental Project Revenues pledged and reserved for Reimbursement to the Developer pursuant to the Agreement:

- | | | |
|-----|------------------------------------|----------|
| (a) | Acquisition and Construction Costs | \$ _____ |
| (b) | Other Authorized Costs | \$ _____ |
| | Total Costs to be Reimbursed: | \$ _____ |

Attached hereto are copies of statements for acquisition transactions and/or invoices or statements from a contractor, vendor or supplier for eligible Costs of Project or Facilities Related to the Project to document the amounts requisitioned herein.

I hereby certify that:

14. No requisition with respect to such amounts has previously been delivered to the City.

15. The amounts set forth in this requisition have been properly expended or incurred for eligible Costs of the Project or Facilities Related to the Project.

16. The undersigned has no notice of any vendor’s, mechanic’s or other liens or right to liens, chattel mortgages, conditional sales contracts, security interests or other contracts or obligations which should be satisfied or discharged before payment of the amounts set forth in this requisition.

WITNESS the due execution of this requisition this, the ____ day of _____, 202_.

IBCP GARFIELD, LLC

By: _____

Title: _____

APPROVED:

CITY OF TUPELO, MISSISSIPPI

By: _____

Print Name: _____

Title: _____