

The Mayor and City Council (the “**Governing Body**”) of the City of Tupelo, Mississippi (the “**City**”) took up for consideration the matter of the issuance of Taxable Tax Increment Limited Obligation Bonds, Series 2021, of the City, in the principal amount of not to exceed Six Hundred Fifty Thousand Dollars (\$650,000) (the “**Bonds**”). After a discussion of the subject, Councilperson _____ offered and moved the adoption of the following resolution:

RESOLUTION AUTHORIZING AND DIRECTING THE ISSUANCE OF TAXABLE TAX INCREMENT LIMITED OBLIGATION BONDS, SERIES 2021 (FAIRPARK DISTRICT DEVELOPMENT PROJECT), OF THE CITY OF TUPELO, MISSISSIPPI, IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED SIX HUNDRED FIFTY THOUSAND DOLLARS (\$650,000) (THE “BONDS”) TO RAISE MONEY FOR THE PURPOSE OF PAYING THE COSTS OF CONSTRUCTING THE INFRASTRUCTURE IMPROVEMENTS (AS HEREINAFTER DEFINED), FUNDING THE DEBT SERVICE RESERVE FUND, IF APPLICABLE, AND PAYING COSTS OF ISSUANCE FOR THE BONDS; AND FOR RELATED PURPOSES.

WHEREAS, the Governing Body of the City, acting for and on behalf of the City, hereby finds, determines, adjudicates and declares as follows:

1. (a) 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 Sections 21-45-1 through 21-45-21, Mississippi Code of 1972, as amended and/or supplemented from time to time.

“**Act of Bankruptcy**” shall mean the filing of a petition in bankruptcy by or against the City under any applicable bankruptcy, insolvency, reorganization or similar law, now or hereafter in effect.

“**Additional Bonds**” shall mean Bonds issues pursuant to Section 3 hereof.

“**Approved Eligible Costs**” shall mean the eligible costs for Infrastructure Improvements that have been approved by the City in accordance with the Development Agreement.

“**Authorized Officer**” means the Mayor, the President of the Governing Body, the Clerk and any other officer designated from time to time as an Authorized Officer by resolution of the City, and when used with reference to any act or document also means any other Person authorized by resolution of the City to perform such act or sign such document.

“**Bond**” or “**Bonds**” shall mean the not to exceed \$650,000 Taxable Tax Increment Limited Obligation Bonds, Series 2021 (Fairpark District Development Project) of the City authorized and directed to be issued in this Bond Resolution.

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

“Bond Purchase Agreement” or **“Private Placement Agreement”** shall mean the bond purchase agreement or private placement agreement, by and between the Purchaser and the City, providing for the sale of the Bonds to the Purchaser.

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

“Bond Year” shall mean year ending October 1 each year.

“Captured Assessed Value” shall mean the incremental increase in assessed value of the real and personal property, including improvements thereon, located within the District Property when the Original Assessed Value is subtracted from the Current Assessed Value as of January 1, 2021 and each January 1 thereafter, all as set forth in the annual Assessment Certificate of each the Lee County Tax Assessor and the Clerk of the City.

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

“City Assessment Certificate” shall mean the City Assessment Certificate of the Clerk as required by Section 21-45-21 of the Act under which the Clerk, on behalf of the City will certify as to the value of the Original Assessed Value, Current Assessed Value and Captured Assessed Value as each relates to the District Property and the Redevelopment Project, which City Assessment Certificate further sets forth the estimated Tax Increment available for debt service on the Bonds, funding the 2021 Bonds Reserve Fund, and the payment of the annual fees and expenses of the Paying Agent.

“City Tax Increment Redevelopment Plan” or **“City Redevelopment Plan”** shall mean the Tax Increment Financing Redevelopment Plan, 1989, as amended and restated, November 1996 for the City of Tupelo, Mississippi, as may be amended from time to time.

“City’s Tax Increment Financing Plan” shall mean the Tax Increment Financing Plan, Fairpark District Development Project, City of Tupelo, Mississippi, August 2017, as amended by the First Addendum dated June 16, 2020, and as may be amended from time to time.

“Clerk” shall mean the City Clerk of the City.

“County’s Tax Increment Financing Plan” shall mean the Tax Increment Financing Plan, Fairpark District Development Project, Lee County, Mississippi, 2017, as amended by the First Addendum dated July 6, 2020, and as may be amended from time to time.

“Current Assessed Value” shall mean the estimated true value of the District Property and all improvement thereon that constitute real property and personal property as determined by the Lee County Tax Assessor as of January 1, 2021, and on each January 1 thereafter, said determination being made pursuant to information made available to the Lee County Tax Assessor by the owner of the Redevelopment Project and the District Property.

“Developer” shall mean Maloney Development Properties, LLC.

“Developer’s Project” shall mean the development and redevelopment of a project to be known as “Fairpark District,” which includes but is not limited to a two or three multi-story mixed use office, retail, and/or upper floor housing buildings which are a total of approximately 40,000 square feet each located within the city limits of the City, in the Tax Increment Financing District, all as more particularly described in the City's Tax Increment Financing Plan.

“Development Agreement” shall mean the Development Agreement between the Developer and the City, dated September 5, 2017, as amended by the First Addendum dated June 16, 2020, as may be amended from time to time and approved by the Governing Body of the City.

“District Property” or **“Tax Increment Financing District”** shall mean the real property, including improvements thereon located within the City and Lee County as more fully described and identified in the City's Tax Increment Financing Plan as the “TIF District.”

“Lee County Assessment Certificate” shall mean the County Assessment Certificate of the Lee County Tax Assessor as required by Section 21-45-21 of the Act under which the Lee County Tax Assessor, on behalf of Lee County, will certify as to the value of the Original Assessed Value, Current Assessed Value and Captured Assessed Value as each relates to the TIF District Property and the Redevelopment Project, which Lee County Assessment Certificate further sets forth the estimated amount of Tax Increment available for the debt service on the Bonds.

“Lee County Tax Increment Redevelopment Plan” or **“Lee County Redevelopment Plan”** shall mean the Tax Increment Financing Redevelopment Plan for Lee County, Mississippi, as may be amended from time to time.

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

“Infrastructure Improvements” shall mean and include, but are not limited to, the removal of existing structures, streets, utilities and other improvements upon such project areas, the installation, construction, rehabilitation and/or relocation of streets, utilities such as water, sanitary sewer, construction, renovation, or rehabilitation of drainage improvements, roadways, curbs and gutters, sidewalks, on-site parking, paving, site improvements and other related parking lot improvements, the relocation of electrical lines, lighting, signalization, landscaping of rights-of way, related architectural and engineering fees, attorney's fees, TIF plan preparation fees, municipal advisory and consultant fees, issuance costs, capitalized interest and other costs incidental to the construction by the Developer for the Project; capitalized interest; and other related expenses such as engineering; all expenses in connection with the authorization, sale, and issuance of bonds, or indebtedness; TIF plan preparation fees and other incidental related costs; and related professional fees.

“Interlocal Agreement” shall mean the Interlocal Agreement, dated June 16, 2020 by and between the City and Lee County in connection with the Redevelopment Project.

“Maximum Annual Debt Service” shall mean the amount detailed in the Bond Purchase Agreement, if applicable.

“Mayor” shall mean the Mayor of the City.

“Original Assessed Value” shall mean the assessed value of the real and personal property, located within the District Property, as of August 31, 2017 tax lien date as certified by the Lee County Tax Assessor and/or the Clerk of the City and as defined in Section 21-45-21 of the Act.

“Paying Agent” shall mean the paying agent recommended by the Purchaser or as appointed by the Mayor pursuant to authority granted in this Bond Resolution.

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

“Project” shall mean providing for the financing of the Infrastructure Improvements, funding the 2021 Bonds Reserve Fund and paying the costs of issuance for the Bonds.

“Purchaser” shall mean the purchaser or purchasers of the Bonds.

“Record Date” shall mean, as to interest payments, the 15th day of the month preceding the dates set for payment of interest on each the Bonds and, as to payments of principal, the 15th day of the month preceding the maturity date or the date set for redemption on each the Bonds.

“Record Date Registered Owner” shall mean the Registered Owner as of the Record Date for each the Bonds.

“Redevelopment Plans” shall mean together the City Tax Increment Redevelopment Plan and the Lee County Tax Increment Redevelopment Plan.

“Redevelopment Project” shall mean the Developer’s Project and the Infrastructure Improvements.

“Registered Owner” shall mean the Person whose name shall appear in the registration records of the City for each the Bonds maintained by the Transfer Agent.

“State” shall mean the State of Mississippi.

“Tax Increment Financing Plans” shall mean the City's Tax Increment Financing Plan and the County's Tax Increment Financing Plan.

“Tax Increment” shall mean 100% of the added increments of City ad valorem tax revenue and 50% of Lee County ad valorem tax revenue resulting from the taxation of the Captured Assessed Value of the real and personal property contained within the District Property and all forming a part of the Redevelopment Project (excluding ad valorem taxes for school district purposes), which shall be necessary and sufficient to pay the principal of and interest on the Bonds and any future series of bonds issued by the City for the Redevelopment Project, fund the 2021 Bonds Reserve Fund together with the annual fees and expenses of the Paying Agent.

“Tax Increment Surplus” shall mean the remainder of the Tax Increment after deducting amounts necessary to pay the debt service on the Bonds, pay the annual fees and expenses of the Paying Agent and fund any shortfall in the 2021 Debt Service Reserve Requirement; provided however, if the balance in the 2021 Bonds Reserve Fund equals the 2021 Debt Service Reserve Requirement such Tax Increment Surplus shall be deposited in the Tax Increment Surplus Account and used pursuant to the provisions of Section 16 herein.

“Tax Increment Surplus Account” shall mean the City of Tupelo, Mississippi Taxable Tax Increment Limited Obligation Bonds, Series 2021 (Fairpark District Development Project) Tax Increment Surplus Account provided for in Section 16 hereof.

“Transfer Agent” shall mean any bank, trust company or other institution hereafter designated by the Governing Body for the registration of owners of the Bonds and for the performance of such other duties as may be herein or hereafter specified by the Governing Body.

“2021 Agent” shall mean any paying agent or transfer agent, whether serving in either or both capacities, and herein designated by the Governing Body as paying agent or transfer agent for the Bonds.

“2021 Bond Fund” shall mean the City of Tupelo, Mississippi Taxable Tax Increment Limited Obligation Bonds, Series 2021 (Fairpark District Development Project) Bond Fund provided for in Section 14 hereof.

“2021 Bonds Reserve Fund” if required by the Purchaser of the Bonds, shall mean that debt service reserve fund into which the City will deposit proceeds of the Bonds, or funds of the City, or incremental revenues of the District, representing an amount equal to the 2021 Debt Service Reserve Requirement and in addition, subsequent to the closing, that portion of the Tax Increment Surplus necessary to provide funds sufficient in the aggregate to fund any shortfall in the 2021 Debt Service Reserve Requirement as such is provided for in Section 16 hereof.

“2021 Construction Fund” shall mean the City of Tupelo, Mississippi Taxable Tax Increment Limited Obligation Bonds, Series 2021 (Fairpark District Development Project) Construction Fund provided for in Section 15 hereof.

“2021 Debt Service Reserve Requirement” if required by the Purchaser of the Bonds, shall be the amounts as provided in the Bond Purchase Agreement, or shall be equal to one year of Maximum Annual Debt Service, with such amount being funded with proceeds of the Bonds, cash of the City or or incremental revenues of the District as provided in Section 16 hereof.

“United States” shall mean the United States of America.

(b) 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.

2. The City as a municipality as defined in the Act, is authorized and empowered by the Constitution and Statutes of the State, including the Act, to undertake and carry out

redevelopment projects within areas determined by the Governing Body of the City to be in need of development and/or redevelopment and designated as appropriate for redevelopment projects, in accordance with the Redevelopment Plans and Tax Increment Financing Plans adopted by the Governing Body of the City in connection with the Bonds.

3. Said redevelopment projects may include:

(i) To acquire the redevelopment area, including lands, structures or improvements the acquisition of which is necessary or incidental to the proper clearance, development or redevelopment of such areas or to the prevention of the spread or recurrence of slum conditions or conditions of blight;

(ii) To clear the redevelopment area by demolition or removal of existing buildings, structures, streets, utilities or other improvements thereon and to install, construct or reconstruct streets, utilities, bulkheads, boat docks and site improvements essential to the preparation of sites for uses in accordance with the Redevelopment Plans and public improvements to encourage private redevelopment in accordance with the Redevelopment Plans; or

(iii) To sell or lease property acquired by the City as part of the Redevelopment Project for not less than their fair value for uses in accordance with the Redevelopment Plans, and to retain property or public improvements for public use in accordance with the Redevelopment Plans.

The “Redevelopment Project” may also include the preparation of Redevelopment Plans, the planning, survey and other work incident to the Redevelopment Project, and the preparation of all plans and arrangements for carrying out the Redevelopment Project, and the relocation of businesses and families required under applicable law.

4. The Governing Body of the City approved the City Tax Increment Redevelopment Plan and conducted a public hearing on the City Tax Increment Redevelopment Plan in the manner required by the Act. Lee County approved the County Tax Increment Redevelopment Plan and conducted a public hearing on the County Tax Increment Redevelopment Plan in the manner required by the Act.

On September 5, 2017, the City approved and adopted the Tax Increment Financing Plan and on June 16, 2020 the City approved and adopted the First Addendum to the Tax Increment Financing Plan. On September 18, 2017, Lee County approved and adopted the County’s Tax Increment Financing Plan and on July 6, 2020 Lee County approved and adopted the First Addendum to the Tax Increment Financing Plan. The Tax Increment Finance Plans provide for the joint and mutual pledge and division of the incremental increase in tax revenues generated by the development and redevelopment within the District Property as security for the Bonds.

5. To the greatest extent it determines to be feasible, the City shall afford maximum opportunity, consistent with the sound needs of the City as a whole, to the rehabilitation or redevelopment of the redevelopment areas by private enterprise. In order to utilize appropriate private or public resources to eliminate and prevent the development or spread of slums and

urban blight, to encourage needed urban rehabilitation, to provide for the redevelopment of slum and blighted areas, and to achieve the objectives of the Redevelopment Plans, the City shall encourage rehabilitation and clearance and redevelopment within the redevelopment areas by: (1) carrying out a program of voluntary repair and rehabilitation of buildings or other improvements in accordance with the Redevelopment Plans, including, from time to time, making loans to defray all or part of the costs (including costs of acquiring real estate) of repairing and rehabilitating buildings or other improvements in accordance with the Redevelopment Plans; and (2) making loans, from time to time, to defray all or part of the costs of acquiring real property, demolishing and removing buildings and improvements, and constructing improvements (including buildings) in the redevelopment area in accordance with the Redevelopment Plans. Such loans shall be made in accordance with the requirements under the General Plan as defined in the Redevelopment Plans. The City shall also have full authority to issue tax increment bonds for the purpose of completing all of or a part of the Infrastructure, in accordance with the Tax Increment Financing Plans.

6. The City desires to issue and sell the Bonds for the purposes of financing the costs of the Project in accordance with the Redevelopment Plans, the Tax Increment Financing Plans, and the Interlocal Agreement.

7. As an inducement to the City to issue the Bonds and to apply the proceeds of such Bonds to fund the cost of the Project, it is contemplated by the City that a portion of the Tax Increment collected with respect to the Redevelopment Project will be in an amount sufficient for the payment of principal of and interest on the Bonds and the annual fees and expenses of the Paying Agent, to fully fund the 2021 Bond Reserve Fund, along with any deficiency in such fund, and any remaining Tax Increment to fund the Tax Increment Surplus Account.

8. The Governing Body will not provide for the issuance of Additional Bonds payable from the Tax Increment except as provided in this Bond Resolution.

9. The Governing Body is authorized and empowered by the provisions of the Act to issue the Bonds in the form and manner hereinafter provided for by the Act.

10. It has now become necessary to make provision for the preparation, execution and issuance of said Bonds.

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

SECTION 1. (a) The Governing Body of the City adopts this Bond Resolution pursuant to the Act and all matters and things recited in the premises and preamble of the Bond Resolution are found and determined to be true and correct.

SECTION 2. (a) In consideration of the purchase and acceptance of any and all of the Bonds by those who shall hold the same from time to time, the Bond Resolution shall constitute a contract between the City and the Registered Owners from time to time of the Bonds.

(b) For the purpose of effecting and providing for the payment of the principal of and interest on the Bonds as the same shall respectively mature and accrue, there is hereby irrevocably pledged:

(i) The avails of the Tax Increment authorized herein as the same is received; and

(ii) The amounts held on behalf of the City in the funds and accounts established herein, namely the 2021 Construction Fund, the 2021 Bonds Reserve Fund, the 2021 Bond Fund and the Tax Increment Surplus Account.

Should there be a failure in any year to comply with the requirements of this subsection (b), such failure shall not impair the right of the Registered Owners of any of the Bonds to subsequently receive payments of principal of and interest on the Bonds from the avails of the Tax Increment or amounts in the funds and accounts named in this subsection (b).

The pledge made herein and the covenants and agreements herein set forth to be performed on behalf of the City with regard to the Bonds shall be for the equal benefit, protection and security of the Registered Owners of any and all of the Bonds, 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 3. (a) The Bonds are hereby authorized and ordered to be prepared and issued in the principal amount Not to Exceed Six Hundred Fifty Thousand Dollars (\$650,000) to raise money for the Project, all as authorized by the Act.

(b) The Governing Body may authorize the issuance of Additional Bonds payable from the Tax Increment pursuant to one or more resolutions of the Governing Body under the provisions of this Bond Resolution for purposes authorized under the Act; provided however, the City shall obtain a certificate signed by the Lee County Tax Assessor certifying to the amount of the Tax Increment for the calendar year preceding the issuance of such Additional Bonds and such Tax Increment, shall be sufficient to provide at least 1.20 to 1 debt service coverage of the combined annual debt service on the Bonds and such Additional Bonds. Such Additional Bonds shall comply with the terms and provisions of this Bond Resolution and shall be on parity with the Bonds with respect to the Tax Increment.

SECTION 4. (a) Payments of interest on the Bonds shall be made to the Record Date Registered Owner of the Bonds, and payments of principal for the Bonds shall be made upon presentation and surrender thereof at the principal office of the Paying Agent, to the Record Date Registered Owner of the Bonds in lawful money of the United States.

(b) The Bonds shall be registered as to both principal and interest; shall be dated the date of delivery, shall be issued in the principal denomination of \$1,000 each, or integral multiples thereof up to the amount of a single maturity; shall be numbered from one upward in the order of issuance; shall bear interest from the date thereof, payable on June 1 (or as otherwise provided in the Bond Purchase Agreement) (the “**Interest Payment Date**”) in the years and at the rate or rates specified in the Bond Purchase Agreement; and shall mature and become due and payable on June 1 (or as otherwise stated in the Bond Purchase Agreement) in the years and

in the principal amounts as set forth in the Bond Purchase Agreement, not to exceed fifteen (15) years from the date of issuance of the Bonds.

(c) The Bonds are subject to mandatory redemption on any Interest Payment Date, in inverse order of maturity, from funds transferred to the 2021 Bond Fund from the 2021 Construction Fund representing excess funds not utilized for the Infrastructure Improvements remaining in the 2021 Construction Fund; provided, however, if the moneys transferred from the 2021 Construction Fund to the 2021 Bond Fund total less than \$1,000, such moneys shall be used on the following Interest Payment Date for the Bonds to pay interest or principal and interest due on the Bonds.

(d) The Bonds are subject to optional redemption prior to their stated dates of maturity to the extent provided in the Bond Purchase Agreement.

(e) Notice of redemption identifying the numbers of Bonds or portions thereof to be redeemed shall be given to the Registered Owners of the Bonds thereof by first class mail at least thirty (30) days (or such shorter period authorized by the Registered Owners) and not more than sixty (60) days prior to the date fixed for redemption. Failure to mail or receive any such notice, or any defect therein or in the mailing thereof, shall not affect the validity of any proceedings for the redemption of the Bonds. Any notice mailed as provided herein shall be conclusively presumed to have been given, irrespective of whether received. If such written notice of redemption is made and if due provision for payment of the redemption price is made, all as provided above, the Bonds which are to be redeemed thereby automatically shall be deemed to have been redeemed prior to their scheduled maturities, and they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being outstanding except for the right of the owner to receive the redemption price out of the funds provided for such payment. If at the time of mailing of any notice of redemption, there shall not be on deposit with the Paying Agent sufficient moneys to redeem all of the Bonds called for redemption, such notice shall state that it is subject to the deposit of moneys with the Paying Agent not later than on the redemption date and shall be of no effect unless such moneys are deposited.

(f) The Bonds for which the payment of sufficient moneys or, to the extent permitted by the laws of the State, (i) direct obligations of, or obligations for the payment of the principal of and interest on which are unconditionally guaranteed by, the United States (“**Government Obligations**”), (ii) certificates of deposit or municipal obligations fully secured by Government Obligations, (iii) evidences of ownership of proportionate interests in future interest or principal payments on Government Obligations held by a bank or trust company as custodian, under which the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor on the Government Obligations and which Government Obligations are not available to satisfy any claim of the custodian or any person claiming through the custodian or to whom the custodian may be obligated, (iv) State and Local Government Series (“**SLGS**”) Securities, and (v) municipal obligations, the payment of the principal of, interest and redemption premium, if any, on which are irrevocably secured by Government Obligations and which Government Obligations are not subject to redemption prior to the date on which the proceeds attributable to the principal of such obligations are to be used and have been deposited in an escrow account which is irrevocably pledged to the payment of the principal of and interest and redemption premium, if any, on such municipal obligations

(all of which collectively, with Government Obligations, “**Defeasance Securities**”), shall have been deposited with an escrow agent appointed for such purpose, which may be the Paying Agent and Transfer Agent, shall be deemed to have been paid, shall cease to be entitled to any lien, benefit or security under the Bond Resolution and shall no longer be deemed to be outstanding hereunder, and the Registered Owners of the Bonds shall have no rights in respect thereof except to receive payment of the principal of and interest on such Bonds from the funds held for that purpose. Defeasance Securities shall be considered sufficient under the Bond Resolution if said investments, with interest, mature and bear interest in such amounts and at such times as will assure sufficient cash to pay currently maturing interest and to pay principal when due on such Bonds.

SECTION 5. (a) When the Bonds have been executed as herein provided, they 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 reverse side of, or attached to, each of the Bonds over the manual or facsimile signature of the Clerk and manual or facsimile seal, the certificate in substantially the form set out in Section 7.

(b) The Bonds 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 Bonds 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 Bonds 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.

(c) The Bonds shall be delivered to the Purchaser upon payment of the purchase price therefor in accordance with the terms and conditions of their sale and award, together with a complete certified transcript of the proceedings had and done in the matter of the authorization, issuance, sale and validation, if applicable, of the Bonds and the final, unqualified respective approving opinion of Bond Counsel.

(d) Prior to or simultaneously with the delivery by the Transfer Agent of any of the Bonds, the City shall file with the Transfer Agent:

(i) A copy, certified by the Clerk, of the transcript of proceedings of the Governing Body in connection with the authorization, issuance, sale and validation, if applicable, of the Bonds; and

(ii) An authorization to the Transfer Agent, signed by the Mayor or Clerk, to authenticate and deliver the Bonds to the Purchaser.

(e) At delivery, the Transfer Agent shall authenticate the Bonds, and deliver them to the Purchaser upon payment of the purchase price of the Bonds to the City.

(f) Bonds blank as to denomination, rate of interest, date of maturity and numbered 1 upward and sufficient in quantity in the judgment of the City to meet the reasonable transfer

and reissuance needs on the Bonds, shall be printed and delivered to the Transfer Agent in generally-accepted format, and held by the Transfer Agent until needed for transfer or reissuance, whereupon the Transfer Agent shall imprint the appropriate information as to denomination, rate of interest, date of maturity and number prior to the registration, authentication and delivery thereof to the transferee holder. The Transfer Agent is hereby authorized upon the approval of the Governing Body to have printed from time to time as necessary additional Bonds bearing the manual or facsimile seal of the City and manual or facsimile signatures of the persons who were the officials of the Governing Body as of the date of original issue of the Bonds.

SECTION 6. (a) The City will appoint the paying agent and the transfer agent for the Bonds upon receiving the recommendation of the Purchaser; provided, however, if the Purchaser does not make a recommendation, the Mayor is hereby given authority to appoint the Paying Agent and Transfer Agent. The Paying Agent and Transfer Agent shall be a bank or trust company located within the State. The City specifically reserves the right to hereafter designate a separate transfer agent and/or paying agent in its discretion in the manner hereinafter provided.

(b) So long as any of the Bonds shall remain outstanding, the City shall maintain with the Transfer Agent records for the registration and transfer of the Bonds. The Transfer Agent is hereby appointed registrar for the Bonds 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, any 2021 Bond entitled to registration or transfer.

(c) The City shall pay or reimburse the 2021 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 bond registrars, subject to agreement between the City and the 2021 Agent. Fees and reimbursements for extraordinary services and expenses, so long as not occasioned by the negligence, misconduct or willful default of the 2021 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) A 2021 Agent may at any time resign and be discharged of the duties and obligations of either the function of the Paying Agent or Transfer Agent, or both, respectively, by giving at least sixty (60) days' written notice to the City and may be removed from either or both of said functions at any time by resolution of the Governing Body delivered to the 2021 Agent. The resolution shall specify the date on which such removal shall take effect and the name and address of the successor 2021 Agent and shall be transmitted to the 2021 Agent being removed within a reasonable time prior to the effective date thereof; provided, however, that no resignation or removal of a 2021 Agent shall become effective until a successor 2021 Agent has been appointed pursuant to the Bond Resolution.

(ii) Upon receiving notice of the resignation of a 2021 Agent, the City shall promptly appoint a successor 2021 Agent by resolution of the Governing Body. Any appointment of a successor 2021 Agent shall become effective upon acceptance of appointment by the successor 2021 Agent. If no successor 2021 Agent shall have been so

appointed and have accepted appointment within thirty (30) days after the notice of resignation, the resigning 2021 Agent may petition any court of competent jurisdiction for the appointment of a successor 2021 Agent, which court may thereupon, after such notice as it may deem appropriate, appoint a successor 2021 Agent.

(iii) In the event of a change of 2021 Agents, the predecessor 2021 Agent shall cease to be custodian of any funds held pursuant to the Bond Resolution in connection with its role as such 2021 Agent, and the successor 2021 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 2021 Agent shall be fully paid. Every predecessor 2021 Agent shall deliver to its successor 2021 Agent all records of account, registration records, lists of applicable Registered Owners and all other records, documents and instruments relating to its duties as such 2021 Agent.

(iv) Any successor 2021 Agent appointed under the provisions hereof shall be a bank, trust company or national banking association 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/or state regulatory authorities under the jurisdiction of which it falls.

(v) Every successor 2021 Agent appointed hereunder shall execute, acknowledge and deliver to its predecessor 2021 Agent and to the City an instrument in writing accepting such appointment hereunder, and thereupon such successor 2021 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.

(vi) Should any transfer, assignment or instrument in writing be required by any successor 2021 Agent from the City to more fully and certainly vest in such successor 2021 Agent the estates, rights, powers and duties hereby vested or intended to be vested in the predecessor 2021 Agent, any such transfer, assignment and written instruments shall, on request, be executed, acknowledged and delivered by the City.

(vii) The City will provide any successor 2021 Agent with certified copies of all resolutions, orders and other proceedings adopted by the Governing Body relating to the Bonds.

(viii) All duties and obligations imposed hereby on a 2021 Agent or successor 2021 Agent shall terminate upon the accomplishment of all duties, obligations and responsibilities imposed by law or required to be performed by the Bond Resolution.

(e) Any corporation or association into which a 2021 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 2021 Agent hereunder and vested with all the powers, discretion, 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 City or the successor

2021 Agent, anything herein to the contrary notwithstanding, provided only that such successor 2021 Agent shall be satisfactory to the City and eligible under the provisions of Section 6(d)(iv) hereof.

SECTION 7. The Bonds shall be in substantially the following form, with such appropriate variations, omissions and insertions as are permitted or required by the Bond Resolution:

[2021 BOND FORM]

**UNITED STATES OF AMERICA
STATE OF MISSISSIPPI
CITY OF TUPELO
TAXABLE TAX INCREMENT LIMITED OBLIGATION BOND
SERIES 2021
(FAIRPARK DISTRICT DEVELOPMENT PROJECT)**

NO. _____ \$ _____

<u>Rate of Interest</u>	<u>Maturity</u>	<u>Date of Original Issue</u>	<u>CUSIP NO.</u>
_____ %	_____ 1, 20__	_____, 2021	_____

Registered Owner: _____

Principal Amount: _____ **DOLLARS**

The City of Tupelo, State of Mississippi (the “**City**”), 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 (the “**United States**”) to the Registered Owner identified above, upon the presentation and surrender of this 2021 Bond, at the principal office of _____, _____, _____, or its successor, as paying agent (the “**Paying Agent**”) for the Taxable Tax Increment Limited Obligation Bonds, Series 2021 (Fairpark District Development Project) (the “**Bonds**”), on the maturity date identified above, the principal amount identified above. Payment of the principal amount of this 2021 Bond shall be made to the Registered Owner hereof who shall appear in the registration records of the City maintained by _____, _____, _____, or its successor, as transfer agent for the Bonds (the “**Transfer Agent**”), as of the 15th day of the calendar month preceding the maturity date hereof.

Capitalized terms not defined herein shall be as defined in the Bond Resolution, as hereinafter defined.

The City further promises to pay interest on such principal amount from the date of this 2021 Bond or from the most recent Interest Payment Date to which interest has been paid, on _____ 1 of each year (an “**Interest Payment Date**”), in the amounts and at the rate or rates specified in the Bond Purchase Agreement, until said principal sum is paid, to the Registered Owner hereof who shall appear in the registration records of the City maintained by the Transfer Agent as of the 15th day of the calendar month preceding the applicable Interest Payment Date.

Payments of principal of and interest on this 2021 Bond shall be made by check or draft mailed on each Interest Payment Date to such Registered Owner at his address as it appears on such registration records. The Registered Owner hereof may change such address by written notice to the Transfer Agent by certified mail, return receipt requested, or such other method as may be subsequently prescribed by the Transfer Agent, such notice to be received by the Transfer Agent not later than the 15th day of the calendar month preceding the applicable principal or Interest Payment Date.

This 2021 Bond is one of a series of Bonds of like date of original issue, tenor and effect, except as to denomination, number, rate of interest and date of maturity, issued in the aggregate authorized principal amount of Not to Exceed _____ Dollars (\$_____,000) to raise money for the purpose of paying the costs of constructing the Infrastructure Improvements, funding the 2021 Bonds Reserve Fund and paying costs of issuance for the Bonds (as hereinafter defined).

This 2021 Bond is issued under the authority of the Constitution and statutes of the State, including Sections 21-45-1 through 21-45-21, Mississippi Code of 1972, as amended and/or supplemented from time to time, and by the further authority of proceedings duly had by the Governing Body of the City, including a resolution adopted on May 18, 2021 (the “**Bond Resolution**”).

The Bonds are subject to mandatory redemption on any Interest Payment Date, in inverse order of maturity, from funds transferred to the 2021 Bond Fund from the 2021 Construction Fund representing excess funds not utilized for the Infrastructure Improvements remaining in the 2021 Construction Fund; provided, however, if the moneys transferred from the 2021 Construction Fund to the 2021 Bond Fund total less than \$1,000, such moneys shall be used on the following Interest Payment Date for the Bonds to pay interest or principal and interest due on the Bonds.

The Bonds are subject to optional redemption prior to their stated dates of maturity to the extent provided in the Bond Purchase Agreement.

Notice of redemption identifying the numbers of Bonds or portions thereof to be redeemed shall be given to the Registered Owners thereof by first class mail at least thirty (30) days (or such shorter period approved by the Registered Owners) and not more than sixty (60) days prior to the date fixed for redemption. Failure to mail or receive any such notice, or any defect therein or in the mailing thereof, shall not affect the validity of any proceedings for the redemption of Bonds. Any notice mailed as provided herein shall be conclusively presumed to have been given, irrespective of whether received. If such written notice of redemption is made and if due provision for payment of the redemption price is made, all as provided above, the Bonds which are to be redeemed thereby automatically shall be deemed to have been redeemed prior to their scheduled maturities, and they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being outstanding except for the right of the owner to receive the redemption price out of the funds provided for such payment. If at the time of mailing of any notice of redemption, there shall not be on deposit with the Paying Agent sufficient moneys to redeem all of the Bonds called for redemption, such notice shall state that it is subject to the deposit of moneys with the Paying Agent not later than on the redemption date and shall be of no effect unless such moneys are deposited.

The Bonds are registered as to both principal and interest. The Bonds are to be issued or reissued in the denomination of \$1,000 each, or integral multiples thereof up to the amount of a single maturity.

This Bond may be transferred or exchanged by the Registered Owner hereof in person or by his attorney duly authorized in writing at the principal office of the Transfer Agent, but only in the manner, subject to the limitations in the Bond Resolution, and upon surrender and cancellation of this Bond. Upon such transfer or exchange, a new 2021 Bond or Bonds of like aggregate principal amount in authorized denominations of the same maturity will be issued.

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

The Bonds are and will continue to be payable as to principal and interest out of and secured by Tax Increment. Tax Increment means (ii) 100% of the added increments of City ad valorem tax revenue, and payments in lieu of taxes, if applicable and 50% of Lee County ad valorem tax revenue, and payments in lieu of taxes, if applicable resulting from the taxation of the Captured Assessed Value of the real and personal property contained within the District Property and all forming a part of the Redevelopment Project (excluding ad valorem taxes for school district purposes), which shall be necessary and sufficient to pay the principal of and interest on the Bonds and any future series of bonds issued by the City for the Redevelopment Project, fund the 2021 Bonds Revenue Fund together with the annual fees and expenses of the Paying Agent. **THE BONDS WILL CONSTITUTE LIMITED OBLIGATIONS OF THE CITY PAYABLE SOLELY FROM THE TAX INCREMENT AND FROM OTHER MONIES PLEDGED THEREFOR. NEITHER THE FAITH, CREDIT, OR TAXING POWER OF THE CITY NOR THE FAITH, CREDIT, OR TAXING POWER OF THE STATE OR ANY POLITICAL SUBDIVISION THEREOF IS PLEDGED TO THE PAYMENT OF THE BONDS.**

The City has further pledged funds available in the 2021 Bonds Reserve Fund and Tax Increment Surplus Account.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any benefit or security under the Bond Resolution until the certificate of registration and authentication hereon shall have been signed by the Transfer 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 the Bonds, in order to make the same legal and binding limited obligations 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.

IN WITNESS WHEREOF, the City has caused this Bond to be executed in its name by the manual or facsimile signature of the Mayor of the City, countersigned by the manual or facsimile signature of the Clerk of the City, under the manual or facsimile seal of the City, which

said manual or facsimile signatures and seal said officials adopt as and for their own proper signatures and seal.

CITY OF TUPELO, MISSISSIPPI

Mayor

COUNTERSIGNED:

City Clerk

(seal)

There shall be printed in the lower left portion of the face of, or attached to, the Bonds a registration and authentication certificate in substantially the following form:

CERTIFICATE OF REGISTRATION AND AUTHENTICATION

This Bond is one of the Bonds described in the within mentioned Bond Resolution and is one of the City of Tupelo, Mississippi Taxable Tax Increment Limited Obligation Bonds, Series 2021 (Fairpark District Development Project).

_____, _____

as Transfer Agent

BY: _____
Authorized Officer

Date of Registration and Authentication: _____

There shall be printed on the reverse of, or attached to, the Bonds a registration and validation certificate and an assignment form in substantially the following form:

REGISTRATION [AND VALIDATION] CERTIFICATE

**STATE OF MISSISSIPPI
COUNTY OF LEE
CITY OF TUPELO**

I, the undersigned City Clerk of the City of Tupelo, Mississippi, do hereby certify that the within 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 Lee County, Mississippi], rendered on the ____ day of _____, 2021.

(seal)

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

(Name and Address of Assignee)

the within Bond and does hereby irrevocably constitute and appoint _____, _____, Mississippi, as Transfer Agent to transfer the said Bond on the records kept for registration thereof with full power of substitution in the premises.

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

Signatures guaranteed:

NOTICE: Signature(s) must be guaranteed by an approved eligible guarantor institution, an institution that is a participant in a Securities Transfer Association recognized signature guarantee program.

(Authorized Officer)

Date of Assignment: _____

Insert Social Security Number or Other
Tax Identification Number of Assignee: _____

[END OF BOND FORM]

SECTION 8. In case any 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 Bond of like date, number, maturity and tenor in exchange and substitution for and upon cancellation of such mutilated Bond, or in lieu of and in substitution for such 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 Bond stolen, destroyed or lost, his filing with the City or Transfer Agent evidence satisfactory to them that such Bond was stolen, destroyed or lost, and of his ownership thereof, and furnishing the City or Transfer Agent with such security or indemnity as may be required by law or by them to save each of them harmless from all risks, however remote.

SECTION 9. For the purpose of effectuating and providing for the payment of the principal of and interest on the Bonds as the same shall respectively mature and accrue, there shall be and is hereby levied a direct, continuing tax upon all of the taxable real and personal property of the City and Lee County within the geographical limits of the District Property in such amounts shall provide for the principal and interest as the same respectfully matures and accrues, funding a Reserve Fund, plus the annual fees and expenses of the Paying Agent, all as agreed pursuant to the Interlocal Agreement. All or any portion of the receipts from the levy and collection of said ad valorem tax which represents the Tax Increment shall be withheld by the tax collector of each the City and the County, and/or by any other tax collecting agency authorized by law for the collection of said taxes, who shall pay over all such Tax Increment to the Clerk to the credit of the 2021 Bond Fund created pursuant to Section 14 hereof and to the 2021 Bonds Reserve Fund that portion representing Tax Increment Surplus necessary to fund any deficiency in the 2021 Debt Service Reserve Requirement for the 2021 Bonds Reserve Fund, all as further provided in Section 16. Any such moneys so paid to the Clerk to the credit of the 2021 Bond Fund shall be expended only as provided in Section 14 hereof. The Tax Increment Surplus, if any, shall be transferred to the Tax Increment Surplus Account for use as set forth in Section 16.

SECTION 10. Only such of the Bonds as shall have endorsed thereon a certificate of registration and authentication in substantially the form hereinabove set forth, duly executed by the Transfer Agent, shall be entitled to the rights, benefits and security of the Bond Resolution. No Bond shall 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 the Bond Resolution. The Transfer Agent's certificate of registration and authentication on any Bond shall be deemed to have been duly executed if signed by an authorized officer of the Transfer Agent but it shall not be necessary that the same officer sign said certificate on all of the Bonds that may be issued hereunder at any one time.

SECTION 11. In the event the Purchaser shall fail to designate the names, addresses and social security or tax identification numbers of the Registered Owners of the Bonds, within thirty (30) days of the date of sale, or at such other later date as may be designated by the City, one Bond registered in the name of the Purchaser may be issued in the full amount for each maturity. Ownership of the Bonds shall be in the Purchaser until the initial Registered Owner has made timely payment and, upon request of the Purchaser within a reasonable time of the initial delivery of the Bonds, the Transfer Agent shall re-register any such Bond upon its records in the name of the Registered Owner to be designated by the Purchaser in the event timely payment has not been made by the initial Registered Owner.

SECTION 12. Except as hereinabove provided, the Person in whose name any 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 or interest on any 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 such Bond to the extent of the sum or sums so paid.

SECTION 13. (a) Each Bond shall be transferable only in the records of the City, upon surrender thereof at the office of the Transfer Agent together with a written instrument of transfer satisfactory to the Transfer Agent, duly executed by the Registered Owner or his attorney duly authorized in writing. Upon the transfer of any Bond, the City, acting through its Transfer Agent, shall issue in the name of the transferee a new Bond or Bonds of the same aggregate principal amount and maturity and rate of interest as the surrendered Bond or Bonds.

(b) In all cases in which the privilege of transferring Bonds is exercised, the Transfer Agent shall authenticate and deliver Bonds in accordance with the provisions of this Bond Resolution.

SECTION 14. (a) The City hereby establishes the 2021 Bond Fund for the Bonds which shall be maintained with a qualified depository in its name for the payment of the principal of and interest on the Bonds, and the payment of 2021 Agents' fees in connection therewith. There shall be deposited into the 2021 Bond Fund as and when received:

- (i) The accrued interest and premium, if any, received upon delivery of the Bonds;
- (ii) The avails of any of the ad valorem taxes and any payments in lieu of taxes, if applicable pursuant to Section 9 hereof subject to the limitation as described in sub-section (b) below;
- (iii) Funds transferred from the 2021 Bonds Reserve Fund and/or the Tax Increment Surplus Account pursuant to sub-section (b) below;
- (iv) Any income received from investment of monies in the 2021 Bond Fund; and
- (v) Any other funds available to the City which may be lawfully used for payment of the principal of and interest on the Bonds, and which the Governing Body, in its discretion, may direct to be deposited into the 2021 Bond Fund.

(b) The Clerk shall deposit all moneys, including but not limited to the Tax Increment portion of the receipts, but excluding the proceeds of the Bonds to be deposited in the 2021 Construction Fund and the 2021 Bonds Reserve Fund, into the 2021 Bond Fund. The City shall deposit in the 2021 Bond Fund an amount equal to the amount necessary to make each principal and interest payment together with the annual fees and expenses of the Paying Agent. The source of such funds shall be limited to the Tax Increment portion of the ad valorem tax receipts. The City shall first apply the Tax Increment to the payment of the Bonds. Any Tax

Increment Surplus shall be deposited first into the 2021 Bonds Reserve Fund and, if any, into the Tax Increment Surplus Account all as provided for in Section 16 hereof.

(c) As long as any principal of and interest on the Bonds remains outstanding, the Clerk is hereby irrevocably authorized and directed to withdraw from the 2021 Bond Fund sufficient monies to make the payments herein provided for and to transfer same to the account of the Paying Agent in time to reach said Paying Agent at least five (5) days prior to the date on which said interest or principal and interest shall become due.

SECTION 15. The City hereby establishes the 2021 Construction Fund and the following sub-accounts therein, which shall be held by the City and maintained with a qualified depository: (a) Developer's Project Account; and (b) Costs of Issuance Account. A portion of the Bond proceeds received upon the sale of the Bonds shall be deposited in the 2021 Construction Fund sub-accounts in the amounts as follows: (a) an amount not to exceed five (5%) percent of the principal amount of the Bonds issued, in the Costs of Issuance Account, which amount does not include the Purchaser's fee, if any; and (b) the balance of the funds in the Developer's Project Account. Any income received from investment of monies in the 2021 Construction Fund sub-accounts shall be deposited in the 2021 Bond Fund to pay interest on the Bonds.

From the 2021 Construction Fund, Developer's Project Account there shall be paid the costs of the Infrastructure Improvements. Any amounts which remain in the 2021 Construction Fund, Developer's Project Account in amount of \$1,000 or integral multiples thereof after the completion of the Infrastructure Improvements shall be transferred to the 2021 Bond Fund and used for the mandatory redemption of Bonds as set forth herein and any amount which remain on deposit in the 2021 Construction Fund, Developer's Project Account which is less than \$1,000 shall be deposited to the 2021 Bond Fund and used as permitted under State law.

From the 2021 Construction Fund, Costs of Issuance Account there shall be paid the costs, fees and expenses incurred by the City in connection with the authorization, issuance, sale, validation (if required by the Purchaser) and delivery of the Bonds. Any amount which remains in the 2021 Construction Fund, Costs of Issuance Account following 30 days from the delivery date of the Bonds shall be transferred to the 2021 Bond Fund and used as permitted under State law.

SECTION 16. (a) The City hereby establishes the 2021 Bonds Reserve Fund be maintained by the City with a qualified depository. The City shall deposit or cause to be deposited into the 2021 Bonds Reserve Fund funds as follows: (i) a portion of the proceeds of the Bonds designated on the date of delivery of the Bonds; (ii) funds identified as Tax Increment Surplus until the amount in the 2021 Bonds Reserve Fund is equal to the 2021 Debt Service Reserve Requirement, (iii) funds identified as the Tax Increment Surplus to meet a deficiency, if any, in the 2021 Debt Service Reserve Requirement, and (iv) the Tax Increment Surplus, if any, into the Tax Increment Surplus Account. On or before five (5) days prior to each Interest Payment Date for the Bonds, the City shall request the Paying Agent to transfer monies to the 2021 Bond Fund to the extent there are insufficient funds deposited therein pursuant to Section 14 to make the debt service payment for the Bonds on the next Interest Payment Date for the Bonds.

(b) The City hereby establishes within the 2021 Bonds Reserve Fund the Tax Increment Surplus Account which shall be maintained with the City. The City shall deposit or cause to be deposited into the Tax Increment Surplus Account all funds identified as the Tax Increment Surplus to the extent said funds are not required to meet any deficiency (i) on any Interest Payment Date in the 2021 Bond Fund or (ii) in the 2021 Debt Service Reserve Requirement. On or before five (5) days prior to each Interest Payment Date for the Bonds, the City shall request the Paying Agent to transfer monies to the 2021 Bond Fund to the extent there are insufficient funds deposited therein pursuant to Section 14 to make the debt service payment for the Bonds on the next Interest Payment Date for the Bonds.

(c) Upon the final maturity of the Bonds and provided amounts on deposit in the 2021 Bonds Reserve Fund, including those amounts in the Tax Increment Surplus Account are not necessary to make the debt service payment for the Bonds on the next Interest Payment Date for the Bonds, the City shall pay only from available monies on deposit in the 2021 Bonds Reserve Fund and Tax Increment Surplus Account an amount that shall not exceed the Approved Eligible Costs determined in accordance with the Development Agreement to the Developer. If the Approved Eligible Costs exceeds the amount available in the 2021 Bonds Reserve Fund and Tax Increment Surplus Account, the City shall only pay to the Developer the amount in 2021 Bonds Reserve Fund and Tax Increment Surplus Account and shall not owe the Developer any further amounts. Any remaining amounts, if any, in the 2021 Bonds Reserve Fund and Tax Increment Surplus Account after the payment of the Approved Eligible Costs to the Developer shall be transferred to the City's general fund and used as permitted by State law.

SECTION 17. (a) Payment of principal on the Bonds shall be made, upon presentation and surrender of the Bonds at the principal office of the Paying Agent to the Record Date Registered Owner thereof who shall appear in the registration records of the City maintained by the Transfer Agent as of the Record Date for the Bonds.

(b) Payment of each installment of interest on the Bonds 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 for the Bonds. Interest shall be payable in the aforesaid manner irrespective of any transfer or exchange of such 2021 Bond subsequent to the Record Date for the Bonds and prior to the due date of the interest.

(c) Principal of and interest on the Bonds shall be paid by check or draft mailed on the Interest Payment Date for the Bonds to Registered Owners of the Bonds 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 of the Bonds to the Transfer Agent by certified mail, return receipt requested, or such other method as may be subsequently prescribed by the Transfer Agent, such notice to be received by the Transfer Agent not later than the 15th day of the calendar month preceding the applicable principal or Interest Payment Date for the Bonds to be effective as of such date.

SECTION 18. The Bonds may be submitted to validation as provided by Chapter 13, Title 31, Mississippi Code of 1972, and to that end the Clerk is hereby directed to make up a transcript of all legal papers and proceedings relating to the Bonds and to certify and forward the same to the State's Bond Attorney for the institution of validation proceedings in Lee County, Mississippi.

SECTION 19. Based on existing statutes, rulings and court decisions and assuming, among other matters, compliance with certain covenants, the interest on the Bonds is includable for purposes of federal income taxation. Under existing law, interest on the Bonds is excludable from present taxes imposed by the State.

SECTION 20. Each of the following constitutes an event of default under the Bond Resolution:

(a) Failure by the City to pay any installment of principal of or interest on any Bond at the time required;

(b) Failure by the City to perform or observe any other covenant, agreement or condition on its part contained in the Bond Resolution (other than the covenants contained in Section 22 hereof) or in the Bonds, and the continuance thereof for a period of thirty (30) days after written notice thereof to the City by the Registered Owners of not less than ten percent (10%) in principal amount of the then outstanding Bonds; or

(c) An Act of Bankruptcy occurs.

SECTION 21. That the Governing Body of the City hereby authorizes the negotiation of the sale of the Bonds to the Purchaser and authorizes the execution by the Mayor and Clerk of the City of the Bond Purchase Agreement/Placement Agreement for and on behalf of the City, based on the recommendation of Butler Snow LLP, Ridgeland, Mississippi, as Bond Counsel, and Government Consultants, Inc., as Municipal Advisor, and provided that the following parameters are met: (1) the par amount of the Bonds will not exceed \$650,000; (2) the net interest cost of not more than five percent (5.00%) for the Bonds; (3) the Bonds will mature no later than fifteen years from their respective date of delivery; and (4) terms and provisions of the Bonds in compliance with the Act, and this Bond Resolution.

SECTION 22. Due to the character of the Bonds, the complexity of structuring the Bonds and prevailing market conditions, the Bonds shall be sold to the Purchaser at private sale pursuant to the terms and provisions of the Bond Purchase Agreement/Placement Agreement in substantially the form attached hereto as **Exhibit A**. The Mayor of the City and the Clerk, acting for and on behalf of the City, is hereby authorized and directed to negotiate with the Purchaser for the sale of the Bonds and to make the final decisions regarding (a) the aggregate principal amount of the Bonds, (b) the redemption provisions of the Bonds, (c) the interest rates to be borne by the Bonds, (d) the maturity date of the Bonds, (e) the principal and interest payment dates for the Bonds, and (f) to make all final determinations necessary to structure the Bonds. The Bond Purchase Agreement in substantially such form is hereby approved in all respects and, subject to the provisions of this Section, Section 4 and Section 21 hereof, the Mayor and the City Clerk are hereby authorized and directed to execute and deliver the Bond Purchase Agreement for and on behalf of and in the name of the City, with such changes, omissions, insertions and revisions, as may be approved by the Mayor and the Clerk, said execution being conclusive evidence of such approval.

SECTION 23. The Mayor and Clerk are hereby authorized and directed to sign requisitions and perform such other acts as may be necessary to pay on the Closing Date of the Bonds the costs of

issuance of said Bonds; provided, however, the aggregate total costs of issuance for said Bonds shall not exceed \$80,000.00, excluding any Purchaser's discount, if applicable.

SECTION 24. Notwithstanding any other provisions of this Bond Resolution, it is the intent of the Governing Body that each member of the Governing Body, including the Mayor and the Clerk, are hereby authorized to execute any and all documents, certificates, instruments and papers, and any and all acts and things as may be necessary or advisable in connection with the authorization, sale, preparation, execution, issuance and delivery of the Bonds.

SECTION 25. 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 holders of the Bonds issued under the provisions of this Bond Resolution, the Governing Body and the Paying and Transfer Agent, any right, remedy, or claim, legal or equitable, under and by reason of this Bond Resolution or any of the provisions hereof. This Bond Resolution and all of its provisions are intended to be and shall be for the sole and exclusive benefit of the City, the Governing Body and the holders from time to time of the Bonds issued under the provisions of this Bond Resolution.

SECTION 26. 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 of this Bond Resolution, 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 Bonds shall be deemed to be a stipulation, obligation or agreement of any officer, agent or employee of the City, including its Governing Body, in his or her individual capacity, and no such officer, agent or employee shall be personally liable on the Bonds or be subject to personal liability or accountability by reason of the issuance and sale thereof.

SECTION 27. The Mayor and Clerk are further authorized and directed to execute and deliver any additional documents, agreements, instruments, requisitions and certificates that are required in connection with the sale and issuance of the Bonds. If the date of the issuance and delivery of the Bonds occurs after August 2021, then the Mayor is hereby fully authorized to approve all applicable and necessary changes to provide for the dating of the documents for the appropriate month in 2021 (including the Bonds), the execution of said documents being conclusive evidence of such approval, and no further action shall be required of the Governing Body of the City to approve such date changes. Notwithstanding any other provision herein or in any attachments hereto, the Governing Body of the City further authorizes any necessary changes and /or deletions to the name and/or title and/or series designation of the Bonds and corresponding changes or deletions to this Bond Resolution if it is determined that it is in the best economic interest of City for the Bonds to be issued in one or more tax-exempt or taxable series, as municipal bond market conditions may dictate.

SECTION 28. No Stipulation, obligation or agreement herein contained or contained in this Bond Resolution, or other documents necessary to conclude the sale and issuance of the Bonds shall be deemed to be a stipulation, obligation or agreement of any officer, director, agent or employee of the City in such person's individual capacity, and no such officer, director, agent or

employee shall be personally liable on the Bonds or be subject to personal liability or accountability by reason of the sale and issuance thereof.

SECTION 29. When the Bonds are issued, the Clerk is hereby authorized and directed to prepare and furnish to the Paying Agent and Bond Counsel certified copies of all the proceedings and records of the City relating to the Bonds, and such other affidavits and certificates as may be required to show the facts relating to the legality and marketability of the Bonds as such facts appear from the books and records in the Clerk's custody and control or as otherwise known to the Clerk; 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 30. From and after the execution and delivery of the documents hereinabove authorized, the proper officers, directors, 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 issuance of the Bonds and the execution and delivery of any such documents and certificates to which the City is a party or other documents necessary to conclude the sale and issuance of the Bonds and to document the City's compliance with the Act.

SECTION 31. 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 32. 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 Bond Resolution shall become effective upon the adoption hereof.

[The remainder of this page left intentionally blank.]

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

YEAS:

NAYS:

ABSENT:

The Mayor thereby declared the motion carried and the Bond Resolution adopted, this the 18th day of May 2021.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Bond Resolution having been submitted to and approved by the Mayor, this the 18th day of May 2021.

CITY CLERK

MAYOR

EXHIBIT A
FORM OF BOND PURCHASE AGREEMENT