MINUTES OF THE REGULAR MEETING
OF THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF STARKVILLE, MISSISSIPPI
February 4, 2020

Be it remembered that the Mayor and Board of Alderman met in a Regular Meeting on February 4, 2020 at 5:30 p.m. in the Courtroom of City Hall, located at 110 West Main Street, Starkville, MS. Present were Mayor Lynn Spruill, Aldermen Ben Carver, Sandra Sistrunk, David Little, Jason Walker, Hamp Beatty, Roy A.' Perkins and Henry Vaughn, Sr. Attending the Board were City Clerk / CFO Lesa Hardin and City Attorney Chris Latimer.

Mayor Lynn Spruill opened the meeting with the Pledge of Allegiance followed by a moment of silence.

Mayor Lynn Spruill asked for any revisions to the Official Agenda.

REQUESTED REVISIONS TO THE OFFICIAL AGENDA:

Alderman Little asked to add Mayor's Business, Item IX. 2. "Fire Station Park Improvements" to consent.

There being no objections to the change, the Mayor called for a motion to approve the agenda with consent items.

1. A MOTION TO APPROVE THE AGENDA WITH CONSENT ITEMS.

Alderman Little offered a motion, duly seconded by Alderman Carver, to approve the February 4, 2020 Agenda as amended. Mayor Spruill then read the consented items after which the Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Hamp Beatty	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

Having received a majority affirmative vote, the Mayor declared the motion carried.

OFFICIAL AGENDA OF
THE MAYOR AND BOARD OF ALDERMEN
OF THE
CITY OF STARKVILLE, MISSISSIPPI
REGULAR MEETING OF TUESDAY, FEBRUARY 4, 2020
5:30 P.M., COURT ROOM, CITY HALL
110 WEST MAIN STREET

CONSENT AGENDA ITEMS ARE HIGHLIGHTED

I. CALL THE MEETING TO ORDER

II. PLEDGE OF ALLEGIANCE AND A MOMENT OF SILENCE

III. APPROVAL OF THE OFFICIAL AGENDA INCLUDING CONSENTED ITEMS

IV. APPROVAL OF THE BOARD OF ALDERMEN MINUTES

CONSIDERATION OF THE MINUTES OF THE JANUARY 7, 2020 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

CONSIDERATION OF THE MINUTES OF THE JANUARY 17, 2020 WORK SESSION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

V. <u>ANNOUNCEMENTS AND COMMENTS</u>

A. MAYOR'S COMMENTS:

B. BOARD OF ALDERMEN COMMENTS:

VI. <u>CITIZEN COMMENTS</u>

VII. <u>PUBLIC APPEARANCES</u>

VIII. <u>PUBLIC HEARING</u>

IX. <u>MAYOR'S BUSINESS</u>

1. CONSIDERATION FOR MEMBERS OF THE MAYOR'S YOUTH COUNCIL TO ATTEND THE 13TH ANNUAL MML STATEWIDE YOUTH LEADERSHIP SUMMIT IN HATTIESBURG, MS ON FEBRUARY 28 - 29, 2020.

2. CONSIDERATION OF AUTHORIZING MAIN STREET AND THE CONVENTION AND VISITORS COUNCIL TO PROCEED WITH THE PROPOSED IMPROVEMENTS TO FIRE STATION PARK AS PRESENTED.

X. <u>BOARD BUSINESS</u>

1. CONSIDERATION OF APPOINTING AMY JONES BISHOP, THE SOLE CANDIDATE, TO THE OKTIBBEHA COUNTY HERITAGE MUSEUM BOARD FOR AN UNEXPIRED TERM THAT WILL EXPIRE ON DECEMBER 31, 2021.

2. CONSIDERATION OF AUTHORIZING THE ISSUANCE OF A GENERAL OBLIGATION BOND OF THE CITY OF STARKVILLE, MISSISSIPPI, ISSUED IN ONE OR MORE FEDERALY TAXABLE OR TAX-EXEMPT SERIES, NOT TO EXCEED TWENTY-FIVE MILLION DOLLARS ($25,000,000), FOR SALE TO THE MISSISSIPPI DEVELOPMENT BANK FOR THE PURPOSE OF AQUIRING REAL PROPERTY AND CONSTRUCTING, EQUIPPING, OWNING, OPERATING, LEASING, FURNISHING, MAINTAINING, AND MARKETING NEW AND EXISTING SPORTS TOURNAMENT AND RECREATIONAL FACILITIES OF THE MUNICIPALITY AND RELATED PURPOSES.

XI. <u>DEPARTMENT BUSINESS</u>

A. AIRPORT
THERE ARE NO ITEMS FOR THIS AGENDA

B. COMMUNITY DEVELOPMENT DEPARTMENT

1. CODE ENFORCEMENT
THERE ARE NO ITEMS FOR THIS AGENDA

2. PLANNING

   a. CONSIDERATION OF SELECTION OF JAMIE WEIR, AIA, AN INDEPENDENT CONSULTANT, FOR A TWO YEAR TERM, THE ESTABLISHMENT OF A REVIEW FEE OF $200.00, AND THE COMPENSATION RATE OF $200.00 FOR ARCHITECTURE REVIEW.

   b. CONSIDERATION OF A SPECIAL EVENT REQUEST BY MICHAEL BREAZEALE ON BEHALF OF STARKVILLE PRIDE INC. TO HOLD THE 2020 PRIDE PARADE AND HAVE CITY PARTICIPATION WITH IN-KIND SERVICES ON MARCH 21, 2020.

C. COURTS

THERE ARE NO ITEMS FOR THIS AGENDA

D. ENGINEERING

1. REQUEST APPROVAL TO AUTHORIZE THE MAYOR TO ACCEPT THE LOWEST BID AND ENTER INTO A CONSTRUCTION CONTRACT WITH THE LOW BIDDER FOR THE SHS BRIDGE PROJECT SHOULD THE BIDS RECEIVED FEBRUARY 6, 2020 BE CONSIDERED VALID, COMPETITIVE AND WITHIN BUDGET ACCORDING TO THE ENGINEERING ESTIMATE AND UPON APPROVAL OF THE CITY ENGINEER AND CITY ATTORNEY.

E. FINANCE AND ADMINISTRATION

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF JANUARY 28, 2020 FOR FISCAL YEAR ENDING 9/30/20, ACKNOWLEDGING THAT THE CITY CLERK HAS ATTESTED AND CERTIFIED ON THE COVER OF THE CLAIMS DOCKET THAT ALL CLAIMS ON THE DOCKET ARE TRUE, ACCURATE, LAWFUL AND PROPER TO THE BEST OF HER KNOWLEDGE, FOR PAYMENT PURSUANT TO HER DUTIES UNDER MISS. CODE SECTIONS 21-39-5, 21-39-7, 21-39-9, 21-39-17 AND 21-15-21.

2. REQUEST APPROVAL TO RENEW A MECHANICAL MAINTENANCE SERVICE AGREEMENT WITH BRISLIN, INC FOR CITY HALL AND THE POLICE DEPARMENT.

F. FIRE DEPARTMENT

1. CONSIDERATION OF RESCINDING THE PURCHASE ORDER TO SUNBELT FIRE OF A LADDER TRUCK DESCRIBED AS E-ONE HP100P 100' AERIAL PLATFORM MOUNTED ON AN E-ONE CYCLONE II CHASSIS (MS STATE CONTRACT NO. 8200027989) DUE TO INEXCUSABLE DELAYS IN THE BUILDING OF THE TRUCK. IF APPROVED, THIS ITEM WOULD RESCIND THE PREVIOUS ACTION OF THE BOARD IN AUTHORIZING THE PURCHASE ON SEPTEMBER 4, 2018 AS WELL AS THE AUTHORIZATION TO FINANCE THIS TRUCK.

2. CONSIDERATION TO PURCHASE ONE ROSENBAUER AERIAL FIRE TRUCK AT STATE CONTRACT #8200028127 OF $1,460,000.00 WITH THE CITY CLERK / CFO TO OBTAIN FINANCING.

G. HUMAN RESOURCES

1. REQUEST AUTHORIZATION TO HIRE STATON POPE AS A MAINTENANCE WORKER FOR THE SANITATION & ENVIRONMENTAL SERVICES DEPARTMENT.

2. REQUEST AUTHORIZATION TO HIRE HUNTER CRIMM AND BRANDON WORRELL AS APPRENTICE LINEMAN IN THE STARKVILLE UTILITIES DEPARTMENT.

3. REQUEST AUTHORIZATION TO HIRE BRANDON TAYLOR AS A CUSTOMER SERVICE REPRESENTATIVE IN THE STARKVILLE UTILITIES DEPARTMENT.

4. REQUEST AUTHORIZATION TO HIRE MARLON FAIR AS A MAINTENANCE WORKER IN THE STARKVILLE UTILITIES DEPARTMENT.

5. REQUEST AUTHORIZATION TO HIRE BRIAN LOCKE AS A RESERVE POLICE CAPTAIN IN THE STARKVILLE POLICE DEPARTMENT.

6. REQUEST AUTHORIZATION TO HIRE CHRISTOPHER BLACK AS AN OPERATIONS MANAGER IN THE STARKVILLE STREET DEPARTMENT.

7. REQUEST AUTHORIZATION TO HIRE LATASHA KEY AS AN ADMINISTRATIVE ASSISTANT IN THE STARKVILLE POLICE DEPARTMENT.

H. INFORMATION TECHNOLOGY

THERE ARE NO ITEMS FOR THIS AGENDA

I. PARKS

1. CONSIDERATION OF APPROVAL OF $5,550.00 FOR YOUTH SOFTBALL UNIFORMS FROM REX TEAM SPORTS, THE LOWEST OF THREE QUOTES.

2. CONSIDERATION OF APPROVAL OF $23,725.00 FOR YOUTH BASEBALL UNIFORMS FROM REX TEAM SPORTS, THE LOWER OF TWO QUOTES.

3. CONSIDERATION OF A PROFESSIONAL SERVICES CONTRACT WITH KIMLEY-HORN AND ASSOCIATES, INC. FOR MASTER PLANNING SERVICES FOR THE BICYCLE AND PEDESTRIAN MASTER PLAN AS REQUIRED IN THE 10-MINUTE WALK GRANT FROM THE NATIONAL RECREATION AND PARKS ASSOCIATION (NRPA).

4. CONSIDERATION TO ADVERTISE FOR BIDS FOR RESTROOM FACILITIES AT PATRIOT'S PARK AND J. L. KING SENIOR MEMORIAL PARK.

J. POLICE DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

K. SANITATION DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

L. UTILITIES DEPARTMENT

1. REQUEST AUTHORIZATION TO ADVERTISE FOR BIDS FOR A SUBSTATION BATTERY SYSTEM (MATERIAL ONLY) AND A SUBSTATION RELAY PANELS AND EQUIPMENT (MATERIAL ONLY) FOR THE SOUTHWEST STARKVILLE 161/69/13 KV SUBSTATION.

2. REQUEST AUTHORIZATION TO ACCEPT THE LOWEST AND BEST QUOTE FROM DITCH WITCH MID-SOUTH TO PURCHASE AN UPDATED QUAD FREQUENCY TRACKER FOR DITCH WITCH JT2020 DIRECTIONAL BORING MACHINE IN THE AMOUNT OF $17,821.47.

3. REQUEST AUTHORIZATION FOR STARKVILLE UTILITIES TO EXECUTE THE AIA AGREEMENT FOR JBHM ARCHITECTURE TO DEVELOP PLANS AND BID PACKAGE FOR EXPANSION OF THE STARKVILLE UTILITIES ELECTRIC OPERATIONS CENTER TO ALLOW COMBINING WATER AND ELECTRIC OPERATION AT ONE SITE.

XII. <u>CLOSED DETERMINATION SESSION</u>

XIII. <u>OPEN SESSION</u>

XIV. <u>EXECUTIVE SESSION</u>

DISCUSSION REGARDING PROSEPECTIVE PURCHASE OF LAND

XV. <u>OPEN SESSION</u>

XVI. <u>RECESS UNTIL FEBRUARY 18, 2020 @ 5:30 IN THE COURT ROOM AT 110 WEST MAIN STREET.</u>

The City of Starkville is accessible to persons with disabilities. Please call the ADA Coordinator at (662) 323-2525, at least forty-eight (48) hours in advance for any services requested.

Consent items 2 – 26:

2. CONSIDERATION OF THE MINUTES OF THE JANUARY 7, 2020, MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

Upon the motion of Alderman Little, duly seconded by Alderman Carver, and adopted by the Board to approve the February 4, 2020 Official Agenda, and to accept items for consent, whereby the "approval of the minutes of the January 7, 2020 meeting of the Mayor and Board of Aldermen of the City of Starkville, MS" is enumerated, this consent item is thereby approved.

3. CONSIDERATION OF THE MINUTES OF THE JANUARY 17, 2020 WORK SESSION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

Upon the motion of Alderman Little, duly seconded by Alderman Carver, and adopted by the Board to approve the February 4, 2020 Official Agenda, and to accept items for consent, whereby the "approval of the minutes of the January 17, 2020 work session of the Mayor and Board of Aldermen of the City of Starkville, MS" is enumerated, this consent item is thereby approved.

4. CONSIDERATION FOR MEMBERS OF THE MAYOR'S YOUTH COUNCIL TO ATTEND THE 13TH ANNUAL MML STATEWIDE YOUTH LEADERSHIP SUMMIT IN HATTIESBURG, MS ON FEBRUARY 28 - 29, 2020.

Upon the motion of Alderman Little, duly seconded by Alderman Carver, and adopted by the Board to approve the February 4, 2020 Official Agenda, and to accept items for consent, whereby the "approval for members of the Mayor's Youth Council to attend the 13th Annual MML Statewide Youth Leadership Summit in Hattiesburg, MS on February 28 - 29, 2020" is enumerated, this consent item is thereby approved.

5. CONSIDERATION OF AUTHORIZING MAIN STREET AND THE CONVENTION AND VISITORS COUNCIL TO PROCEED WITH THE PROPOSED IMPROVEMENTS TO FIRE STATION PARK AS PRESENTED.

Upon the motion of Alderman Little, duly seconded by Alderman Carver, and adopted by the Board to approve the February 4, 2020 Official Agenda, and to accept items for consent, whereby the "approval of authorizing Main Street and the Convention and Visitors Council to proceed with the proposed improvements to Fire Station Park as presented" is enumerated, this consent item is thereby approved.

6. CONSIDERATION OF APPOINTING AMY JONES BISHOP, THE SOLE APPLICANT, TO THE OKTIBBEHA COUNTY HERITAGE MUSEUM BOARD FOR AN UNEXPIRED TERM THAT WILL EXPIRE ON DECEMBER 31, 2021.

Upon the motion of Alderman Little, duly seconded by Alderman Carver, and adopted by the Board to approve the February 4, 2020 Official Agenda, and to accept items for consent, whereby the "approval of appointing Amy Jones Bishop to the Oktibbeha County Heritage Museum Board for an unexpired term that will expire on December 31, 2021" is enumerated, this consent item is thereby approved.

7. CONSIDERATION OF SELECTION OF JAMIE WEIR, AIA, AN INDEPENDENT CONSULTANT, FOR A TWO YEAR TERM, THE ESTABLISHMENT OF A REVIEW FEE OF $200.00, AND THE COMPENSATION RATE OF $200.00 FOR ARCHITECTURE REVIEW.

Upon the motion of Alderman Little, duly seconded by Alderman Carver, and adopted by the Board to approve the February 4, 2020 Official Agenda, and to accept items for consent, whereby the "approval of the selection of Jamie Weir, AIA as an independent consultant for a 2-year term, the establishment of a review fee of $200.00, and the compensation rate of $200.00 for Architecture Review" is enumerated, this consent item is thereby approved.

8. CONSIDERATION TO AUTHORIZE THE MAYOR TO ACCEPT THE LOWEST BID AND ENTER INTO A CONSTRUCTION CONTRACT WITH THE LOW BIDDER FOR THE SHS BRIDGE PROJECT SHOULD THE BIDS RECEIVED FEBRUARY 6, 2020 BE CONSIDERED VALID, COMPETITIVE AND WITHIN BUDGET ACCORDING TO THE ENGINEERING ESTIMATE AND UPON APPROVAL OF THE CITY ENGINEER AND CITY ATTORNEY.

Upon the motion of Alderman Little, duly seconded by Alderman Carver, and adopted by the Board to approve the February 4, 2020 Official Agenda, and to accept items for consent, whereby the "approval to authorize the Mayor to accept the lowest bid and enter into a construction contract with the low bidder for the SHS Bridge project should the bids be considered valid, competitive and within budget according to the Engineering estimate and upon approval of the City Engineer and City Attorney" is enumerated, this consent item is thereby approved.

(Note: At the February 18, 2020 meeting all bids were rejected and the project re-advertised)

9. CONSIDERATION TO RENEW MECHANICAL MAINTENANCE SERVICE AGREEMENTS WITH BRISLIN, INC FOR CITY HALL AND THE POLICE DEPARMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Carver, and adopted by the Board to approve the February 4, 2020 Official Agenda, and to accept items for consent, whereby the "approval to renew mechanical maintenance service agreements with Brislin, Inc. for City Hall and the Police Department buildings" is enumerated, this consent item is thereby approved.

MECHANICAL SERVICE AGREEMENT AND MAINTENANCE CONTRACT

SUBMITTED TO

CITY OF STARKVILLE
STARKVILLE MUNICIPAL COMPLEX
100 MEIGS AVE.
STARKVILLE, MS

BY

BRISLIN, INC.

March 1, 2020 to February 28, 2021

BRISLIN INC.
COLUMBUS, MISSISSIPPI
Quality & Dependable Service Since 1956

At Brislin, Inc. our primary goal is to maximize your comfort level, year-round. As part of this commitment, we offer affordable inspections and maintenance agreements designed to provide increased energy efficiency, reduce mechanical failures, improve comfort conditions, and protect the performance and longevity of your heating and air conditioning equipment.

We propose to furnish inspection and maintenance as specified below:

COVERED EQUIPMENT:

See Attached - Equipment List

WE AGREE TO:

- Schedule and perform maintenance services during our normal working hours, Monday – Friday 7:00 am-4:00 pm.
- Provide all material and labor to inspect, service, and perform minor repairs to the equipment listed herein at least <u>four (4)</u> times per year per attached Maintenance / Inspection checklist.
- Furnish you with a complete copy of the Maintenance / Inspection checklist indicating what repairs, if any, are necessary following each inspection.
- Perform repairs and improvements not covered by this agreement, upon receipt of proper authorization from you, for additional cost at a labor rate per man not to exceed $85.00 per hour during regular working hours and furnish parts at list price less 10% discount. Emergency service will be available at an additional overtime cost of $95.00 per hour for week nights, weekends and holidays.
- Instruct you in the operation of equipment to provide for greatest operating efficiency.
- Priority service over non-agreement customers.

YOU AGREE TO:

- Provide us reasonable access to all areas and equipment.
- Allow us to stop and start equipment as necessary for the completion of services.
- Allow us to perform minor repairs, without prior authorization, if discovered during the scheduled maintenance. Minor repairs are considered to be those not exceeding $250.00 for replacement parts, refrigerant, and labor per system.
- Allow us to perform an additional washing of coils, without prior notification, if visual inspection indicates coils are dirty. Additional coil cleaning will be invoiced on a time and material basis.
- Operate the subject equipment in accordance with the manufacturer's guidelines of operation.
- Promptly notify us of any problems or unusual operating conditions of the subject equipment.
- Permit only our personnel to work on the subject equipment.

EXCLUSIONS:

- Air distribution system, including ductwork, supply air grilles, return air grilles, return air chases, and equipment platforms.
- Plumbing systems, including water supply, drains, and water heaters.
- Electrical service beyond the subject equipment disconnect switch (control wiring excepted).
- Moving or relocating the subject equipment.
- Repair due to damages caused by fire, flood, weather, acts of God, acts of war, abuse, or the improper use of equipment.
- Work made necessary by the enforcement of government codes, building and union regulations.
- Internal inspection of boiler(s) or any other pressure vessel(s), if applicable.

TERMS & CONDITIONS:

This agreement shall remain in effect for one year beginning in March and shall be renewed annually by endorsement unless either party gives 30 days' written notice of termination. If the equipment covered is altered, modified, changed, or moved, this agreement may be adjusted accordingly or terminated.

Inspection and service will be furnished by us as follows:

1. One (1) full service which includes washing of evaporator and condenser coils, replacing filters, and replacing belts, if applicable.
2. Three (3) inspection services, which includes replacing filters and visual inspection of coils.

Your cost of this Maintenance Agreement: $ 4,240.00 per year plus tax;
payable in four (4) equal amounts of $1,060.00 per service, plus tax.

During the fulfillment of this agreement, we will take all reasonable precautions to avoid injury to persons and damage to property.

This proposal will become an agreement by and between Brislin and you if accepted by authorized representative signature of both parties below. This agreement contains the entire agreement between the parties, and no rights are created in favor of either party other than as specified. There are no other parties to this agreement.

Respectfully submitted:
BRISLIN, INC.

Quinn Brislin

Quinn Brislin
Vice President

Your approval:

Signature: ____________________

Printed: Lynn Spruill

Title: Mayor

Date: 2/4/20

HVAC MAINTENANCE/INSPECTION LIST

CUSTOMER: STARKVILLE CITY HALL

ADDRESS: 110 WEST MAIN ST STARKVILLE, MS 39759

✓ *Complete*	— *Not Needed*	*N/A – Not Applicable*

Weather Conditions
_____rainy _____clear
_____cloudy _____humid
_____partly cloudy
Outside temp. _____
Avg. Inside Temp. _____

28) 20X20X2 MP FILTERS
12) 16X20X2 MP FILTERS
11) 20X25X2 MP FILTERS
2) 16X25X2 MP FILTERS
2) 20X30X2 MP FILTERS
2) WASHABLE FILTERS
4) BX68 BELTS

_____ 1. Clean drain pan and lines. Add algaecide tablets.

_____ 2. Check performance and service of all major components and document any deficiencies found.

_____ 3. Lubricate moving parts as needed.

_____ 4. Check refrigerant charge and record. (annually or as needed)

_____ 5. Test amperage and voltage and record. (annually or as needed)

_____ 6. Inspect for oil and refrigerant leaks and document any leaks found.

_____ 7. Check operating and safety controls and adjust or repair as needed.

_____ 8. Check air distribution temperatures and record.

_____ 9. Inspect condenser and evaporator coils.

_____10. Wash evaporative and condenser coils (coil cleaner or water only)

_____11. Clean/brush evaporative coils

_____12. Tighten electrical connections on equipment as needed.

_____13. Check belts and drives, tighten as needed

_____14. Replace Belts (if required)

_____15. Check temperature control system and make minor repairs and document any deficiencies found.

_____16. Check and adjust economizer linkage and controls (if applicable)

_____17. Change filters and wash air filters. (includes OSA filters)

_____18. Check heating section and controls and document any deficiencies found.

REMARKS: ____

____

____

____

____

____________________________ ____________________
CUSTOMER'S SIGNATURE DATE

____________________________ ____________________
TECHNICIAN'S SIGNATURE DATE

CUSTOMER NAME: STARKVILLE CITY HALL

DATE:

CUSTOMER SITE:

EQUIPMENT LIST

SYS #	EQUIP. TYPE	BRAND	MODEL #	SERIAL #	FILTERS	BELTS	LOCATION / NOTES
RTU1		TRANE	YHD180F3RXA03D	144510117D	8) 20X20X2 4) 16X20X2	1) BX68	FIRST FLOOR COURT CLERK
RTU2		TRANE	YHD180F3RXA03D	144510113D	8) 20X20X2 4) 16X20X2	1) BX68	FIRST FLOOR COURT ROOM
RTU3		TRANE	YHD180F3RXA03D	144510131D	8) 20X20X2 4) 16X20X2	1) BX68	FIRST FLOOR CITY CLERK
RTU4		TRANE	YHC092F3RXABC0C	144410384L	4) 20X25X2	DD	2ND FLOOR - MAYOR
RTU5		TRANE	YHD150F3RXB04D	144510714D	4) 20X20X2 4) 20X25X2	1) BX68	SECOND FLOOR
RTU6		TRANE	YHC120E3RXA0ZC0C	144312859L	3) 20X25X2 2) 20X30X2	DD	SECOND FLOOR SHELL - SOUTH
#7A	SPLIT	TRANE	TDH1B065A9H31BA 4TTA3036B3000AA	15075K5B7G 141318KW3F	1) 16X25X2	DD	MEZZANINE
#7B	SPLIT	TRANE	TDH1B065A9H31BA 4TTA3036B3000AA	14343Y92G 14184YLN3F	1) 16X25X2	DD	MEZZANINE
	2) MINI-SPLITS				2) WASHABLE		1) INSTALLED BY BRISLIN 1) INSTALLED BY OTHER

MECHANICAL SERVICE AGREEMENT AND MAINTENANCE CONTRACT

SUBMITTED TO

STARKVILLE POLICE DEPARTMENT
101 EAST LAMPKIN STREET
STARKVILLE, MS 39759

BY

BRISLIN, INC.

April 1, 2020 to March 31, 2021

At Brislin, Inc. our primary goal is to maximize your comfort level, year-round. As part of this commitment, we offer affordable inspections and maintenance agreements designed to provide increased energy efficiency, reduce mechanical failures, improve comfort conditions, and protect the performance and longevity of your heating and air conditioning equipment.

We propose to furnish inspection and maintenance as specified below:

COVERED EQUIPMENT:

See Attached - Equipment List

WE AGREE TO:

- Schedule and perform maintenance services during our normal working hours, Monday – Friday 7:00 am-4:00 pm.
- Provide all material and labor to inspect, service, and perform minor repairs to the equipment listed herein at least six (6) times per year per attached Maintenance / Inspection checklist.
- Furnish you with a complete copy of the Maintenance / Inspection checklist indicating what repairs, if any, are necessary following each inspection.
- Perform repairs and improvements not covered by this agreement, upon receipt of proper authorization from you, for additional cost at a labor rate per man not to exceed $85.00 per hour during regular working hours and furnish parts at list price less 10% discount. Emergency service will be available at an additional overtime cost of $95.00 per hour for week nights, weekends and holidays.
- Instruct you in the operation of equipment to provide for greatest operating efficiency.
- Priority service over non-agreement customers.

YOU AGREE TO:

- Provide us reasonable access to all areas and equipment.
- Allow us to stop and start equipment as necessary for the completion of services.
- Allow us to perform minor repairs, without prior authorization, if discovered during the scheduled maintenance. Minor repairs are considered to be those not exceeding $250.00 for replacement parts, refrigerant, and labor per system.
- Allow us to perform an additional washing of coils, without prior notification, if visual inspection indicates coils are dirty. Additional coil cleaning will be invoiced on a time and material basis.
- Operate the subject equipment in accordance with the manufacturer's guidelines of operation.
- Promptly notify us of any problems or unusual operating conditions of the subject equipment.
- Permit only our personnel to work on the subject equipment.

EXCLUSIONS:

- Air distribution system, including ductwork, supply air grilles, return air grilles, return air chases, and equipment platforms.
- Plumbing systems, including water supply, drains, and water heaters.
- Electrical service beyond the subject equipment disconnect switch (control wiring excepted).
- Moving or relocating the subject equipment.
- Repair due to damages caused by fire, flood, weather, acts of God, acts of war, abuse, or the improper use of equipment.
- Work made necessary by the enforcement of government codes, building and union regulations.
- Internal inspection of boiler(s) or any other pressure vessel(s), if applicable.

TERMS & CONDITIONS:

This agreement shall remain in effect for one year beginning in April and shall be renewed annually by endorsement unless either party gives 30 days' written notice of termination. If the equipment covered is altered, modified, changed, or moved, this agreement may be adjusted accordingly or terminated.

Inspection and service will be furnished by us as follows:

1. One (1) full service which includes washing of evaporator and condenser coils, replacing belts & **FILTERS,** flushing drains and monitoring equipment operations.
2. Three (3) inspection services, which includes monitoring equipment operations and visual inspection of coils, cleaning and flushing condensate drains and pans. Filter replacement included.
3. Two (2) Filter replacements only.
4. Monthly (12 times) Heating water and chill water closed loop systems service ONLY. This will include collecting water samples and test the treated waters. A written report will be submitted documenting the results of the service. Any systems found needing chemical will be added at that time. Chemical cost is NOT included in this proposal and will be added at extra cost with proper authorization from the Starkville Police Department.

Your cost of this Maintenance Agreement $14,100.00 per year plus tax;
payable in six (6) equal amounts of $2,350.00 per service, plus tax.

During the fulfillment of this agreement, we will take all reasonable precautions to avoid injury to persons and damage to property.

This proposal will become an agreement by and between Brislin and you if accepted by authorized representative signature of both parties below. This agreement contains the entire agreement between the parties, and no rights are created in favor of either party other than as specified. There are no other parties to this agreement.

Respectfully submitted:
BRISLIN, INC.

Quinn Brislin

Quinn Brislin
Vice President

Your approval:

Signature: Spruill

Printed: Lynn Spruill

Title: Mayor

Date: 2/4/20

BRISLIN INC.
COLUMBUS, MISSISSIPPI
Quality & Dependable Service Since 1956

HVAC MAINTENANCE / INSPECTION CHECKLIST

Weather Conditions	
____ Rainy	____ Clear
____ Cloudy	____ Partly Cloudy
____ Humid	
Outside Temp	Inside Temp (Avg)

CUSTOMER: **STARKVILLE POLICE DEPARTMENT**
ADDRESS: 101 EAST LAMPKIN STREET
CITY/STATE STARKVILLE, MS 39759

✓ COMPLETE	- NOT REQUIRED	N/A – NOT APPLICABLE

____ 1. Clean drain pan & lines. Add algaecide tablets.
____ 2. Check performance & service of all major components.
-Document any deficiencies found.
____ 3. Lubricate moving parts needed.
____ 4. Check refrigerant charge & record. (annually or as needed)
____ 5. Test amperage & voltage & record. (annually or as needed)
____ 6. Inspect for oil & refrigerant leaks. Document any leaks found.
____ 7. Check operating & safety controls & adjust or repair as needed.
____ 8. Check air distribution temperatures & record.
____ 9. Inspect condenser & evaporator coils.
____ 10. Wash evaporative & condenser coils *(coil cleaner* OR *water)*
____ 11. Clean/brush evaporative coils
____ 12. Tighten electrical connections on equipment as needed
____ 13. Check belts & drives, tighten as needed
____ 14. Replace belts (if required)
____ 15. Check temperature control system & make minor repairs.
-Document any deficiencies found
____ 16. Check & adjust economizer linkage & controls (if applicable)
____ 17. Change filters & wash air filters (includes OSA filters)
____ 18. Check heating section & controls. - Document any deficiencies found.

Filters / Belts	
2) 10x22x1	1) 4L440
10) 10x28x1	1) 4L450
14) 10x34x1	
2) 11x20x1	
1) 12x34x1	
6) 16x16x1	
2) 16x20x1	
4) 16x20x2	
4) 20x24x4 – MERV 13	

REMARKS:

____
CUSTOMER'S SIGNATURE

____
DATE

____
TECHNICIAN'S SIGNATURE

____
DATE

CUSTOMER NAME: STARKVILLE POLICE DEPARTMENT DATE: Oct-17

CUSTOMER SITE: 101 E LAMPKIN ST STARKVILLE

EQUIPMENT LIST

SYSTEM #	EQUIP. TYPE	QTY	BRAND	MODEL #	SERIAL #	SERIAL #	BELT	LOCATION / NOTES
A	CHILLER	1	YORK	YLAA0058HE17XFBSDTX	11551C75979204			
B	AIR HANDLER	1	YORK	XTL-0042X054-SAHA017A	ABEMXT0108		DD	
C	DUCTLESS SPLIT	1	LG CONDENSING UNIT	LMU36CHV	609KCNL04F95			
	SYSTEMS	1	LG CONDENSING UNIT	LUU367HV	610KCBD0TN81			
		1	LG FAN COIL	LSN090HSV4	601KAZK06773		DD	
		1	LG FAN COIL	LSN180HSV4	612KATM0AA05		DD	
		1	LG FAN COIL	LHN367HV	612KCPY16984		DD	
D	FAN COIL UNITS	36	WILLIAMS FAN COIL	LH / CV SERIES			DD	
E	UNIT HEATERS	3	MODINE	HC86SB01SA			DD	
F	EXHAUST FANS	12	GREENHECK				DD	
G	BOILERS	2	LAARS	NTH285	G17388299	G17388301		
H	PUMPS	6	B&G					
I	ERV	1	GREENHECK	ERV-20-15L-A	14858978		(1) 4L440	
							(1)4L450	

10. CONSIDERATION OF RESCINDING THE PURCHASE ORDER TO SUNBELT FIRE OF A LADDER TRUCK DESCRIBED AS E-ONE HP100P 100' AERIAL PLATFORM MOUNTED ON AN E-ONE CYCLONE II CHASSIS (MS STATE CONTRACT NO. 8200027989) DUE TO INEXCUSABLE DELAYS IN THE BUILDING OF THE TRUCK. THIS ITEM RESCINDS THE PREVIOUS ACTION OF THE BOARD IN AUTHORIZING THE PURCHASE ON SEPTEMBER 4, 2018 AS WELL AS THE AUTHORIZATION TO FINANCE THIS TRUCK.

Upon the motion of Alderman Little, duly seconded by Alderman Carver, and adopted by the Board to approve the February 4, 2020 Official Agenda, and to accept items for consent, whereby the "approval of rescinding the purchase order to Sunbelt Fire of a ladder truck described as E-One Hp100p 100' aerial platform mounted on an E-One cyclone II chassis (MS State Contract No. 8200027989) due to inexcusable delays in the building of the truck. This item rescinds the previous action of the Board in authorizing the purchase on September 4, 2018 as well as the authorization to finance this truck" is enumerated, this consent item is thereby approved.

11. CONSIDERATION TO PURCHASE ONE ROSENBAUER AERIAL FIRE TRUCK AT STATE CONTRACT #8200028127 OF $1,460,000.00 WITH THE CITY CLERK / CFO TO OBTAIN FINANCING.

Upon the motion of Alderman Little, duly seconded by Alderman Carver, and adopted by the Board to approve the February 4, 2020 Official Agenda, and to accept items for consent, whereby the "approval to purchase one Rosenbauer aerial fire truck at state contract #8200028127 of $1,460,000.00 with the City Clerk / CFO to obtain financing" is enumerated, this consent item is thereby approved.

12. CONSIDERATION TO HIRE STATON POPE AS A MAINTENANCE WORKER FOR THE SANITATION & ENVIRONMENTAL SERVICES DEPARTMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Carver, and adopted by the Board to approve the February 4, 2020 Official Agenda, and to accept items for consent, whereby the "approval to hire Staton Pope as a Maintenance Worker for the Sanitation & Environmental Services" is enumerated, this consent item is thereby approved.

13. CONSIDERATION TO HIRE HUNTER CRIMM AND BRANDON WORRELL AS APPRENTICE LINEMEN IN THE STARKVILLE UTILITIES DEPARTMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Carver, and adopted by the Board to approve the February 4, 2020 Official Agenda, and to accept items for consent, whereby the "approval to hire Hunter Crimm and Brandon Worrell as Apprentice Linemen in the Starkville Utilities Department" is enumerated, this consent item is thereby approved.

14. CONSIDERATION TO HIRE BRANDON TAYLOR AS A CUSTOMER SERVICE REPRESENTATIVE IN THE STARKVILLE UTILITIES DEPARTMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Carver, and adopted by the Board to approve the February 4, 2020 Official Agenda, and to accept items for consent, whereby the "approval to hire Brandon Taylor as a Customer Service Representative in the Starkville Utilities Department to be paid from the following budgets: 44% of pay – Acct: 903.00 Electric Expense, 46% of pay – Acct: 146.10 Due from Water Dept. 10% of pay – Acct: 146.20 Due from Sanitation Dept." is enumerated, this consent item is thereby approved.

15. REQUEST AUTHORIZATION TO HIRE MARLON FAIR AS A MAINTENANCE WORKER IN THE STARKVILLE UTILITIES DEPARTMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Carver, and adopted by the Board to approve the February 4, 2020 Official Agenda, and to accept items for consent, whereby the "approval to hire Staton Pope as a Maintenance Worker for the Sanitation & Environmental Services Department" is enumerated, this consent item is thereby approved.

APPENDIX C
CHANGE ORDER POLICY

This change order policy is intended to reflect the increased cost of changes which result in delayed deliveries, confused paperwork, poor production flow and increased potential of trucks being built to incorrect specifications. With your cooperation, changes can be kept to a minimum which means we will be able to reduce lead times, increase production and maintain costs which will benefit all of us.

Our objective is accurate, high quality and on-time deliveries exceeding our customer expectations.

Changes any time after the order is received may delay the quoted delivery date. Significate design or component changes will have the largest impact on the schedule and quoted delivery date. Changes that occur later in the process will also have the largest impact on the schedule and quoted delivery date.

All time fences are reference to contract execution date if not otherwise stated.

Change Window #1

All changes will be priced at standard pricing and specials will be priced through our normal process. Significant changes made to the vehicle during this time period may result in a delivery extension.

RBM Chassis	0-60 days
RBA Aerial	0-60 days
Rosenbauer Body	0-60 days

Change Window #2

All changes are subject to a 25% mark-up, as well as a $250.00 change order processing fee. All changes are subject to factory review and may be denied due to engineering or lead time issues.

RBM Chassis	61-75 days
RBA Aerial	61-75 days
Rosenbauer Body	61-120 days

Change Window #3

changes are subject to factory review and may be denied due to engineering or lead time issues. No major components can be changed at this time; major components are considered engine, transmission, axles, suspension, cab, frame (wheelbase), seats, water pump and water tank.

RBM Chassis	76-120 days
RBA Aerial	76-120 days
Rosenbauer Body	121-180 days

Change Window #4

Changes are not recommended at this time. Any changes requested will be priced on a time and material basis, as well as a $500.00 change order processing fee. Any changes requested, and that are quoted to the customer, must be approved by the customer within three days or they will not be valid.

RBM Chassis	After 120 days
RBA Aerial	After 120 days
Rosenbauer Body	After 180 days

**Note: Any late change orders that are factory driven will be done at cost and no additional mark up or penalties will apply.*

BUYER INITIALS: LDY

ROSENBAUER SOUTH DAKOTA, LLC
100 THIRD STREET
P.O. BOX 57
LYONS, SOUTH DAKOTA 57041
P: 605.543.5591

ROSENBAUER MINNESOTA, LLC.
5181 260TH STREET
P.O. BOX 549
WYOMING, MINNESOTA 55092
P: 651.462.1000

ROSENBAUER MOTORS, LLC.
5190 260TH STREET
P.O. BOX 549
WYOMING, MINNESOTA 55092
P: 651.462.1000

ROSENBAUER AERIALS, LLC.
870 SOUTH BROAD STREET
FREMONT, NEBRASKA 68025
P: 402.721.7622

PAYMENT TERMS:

Final payment for the apparatus shall be made at time of delivery or pick up of the completed vehicle. It is the responsibility of the Buyer to have full payment ready when the apparatus is complete and ready to deliver. If payment is delayed or delivery is delayed pending payment, a daily finance and storage fee may apply. Upon delivery of the apparatus or upon pickup of the apparatus by the Buyer, the Buyer agrees to provide all liability and physical damage insurance. It is further agreed that if on delivery and testing, any defects should develop, the Company shall be given reasonable time to correct changes. Guarantee of the chassis is subject to the guarantee of the chassis manufacturer. *NOTE: upon final inspection at the factory for pick-up or delivery, the Buyer will need to supply a Certificate of Insurance and full payment prior to release of the vehicle, unless prior arrangements for vehicle's release have been made.

TITLE:

The Apparatus shall always be the property of the Company until it is delivered to the Buyer pursuant to the terms of this agreement. The Company shall bear the sole responsibility and risk for destruction, loss or damage to the apparatus, or any portion of the Apparatus, through the date and time it is delivered to the Buyer. The Company shall deliver good and merchantable title to the Apparatus at the time it is delivered to the Buyer. The Buyer shall bear the sole responsibility and risk for destruction, loss or damage to the Apparatus upon the date and time it takes delivery of the Apparatus.

PIGGY BACK ORDERS:

The Company, at its sole discretion, will allow the terms of the contract to be extended to both the Buyer, as well as to other Municipal, State, or Federal agencies for similar unit(s). The Company will allow tag on / additional orders for up to three (3) years from the date of contract execution. To facilitate pricing, the Company will quote the original price plus manufacturer's price increases or Producer's Price Index (PPI) whichever is greater as it applies to either Fire Apparatus and/ or commercial heavy truck industries.

MISCELLANEOUS PROVISIONS:

This agreement shall be construed in accordance with the laws of the State of Mississippi. The parties agree that any litigation arising from in connection with any dispute between the parties under this agreement shall be venue in Mississippi. The parties agree that this agreement bears a rational relationship to the State of Mississippi, and they consent to the personal jurisdiction of such state and further consent and stipulate to venue in the above described court.

The amount in this proposal shall remain firm for a period of 30 days from the date of same.

Respectfully submitted,

Dealer: Goldy's Fire Apparatus

Sales Rep: Steve Golding
Steve Golding

Buyer:
We accept the above proposal and enter into contract with signature below.

Title: Mayor - City of Starkville

Title: Fire Chief "

February 4, 2020 Date

After company receipt of this document signed by the Buyer, the document will be reviewed and upon approval, countersigned by the Company thereby putting the document in force.

Rosenbauer Minnesota, LLC

________________ Title: ________

________________ Date

City of Starkville
503 East Lampkin
Starkville, MS 39759

rosenbauer

Date: February 3, 2020

We hereby propose and agree to furnish, after your acceptance of this proposal and the proper execution by the City of Starkville , hereinafter called the Buyer and an officer of Rosenbauer Minnesota, LLC, hereinafter called the Company, the following apparatus and equipment.

One (1) Rosenbauer Aerial, complete with Rosenbauer Commander chassis and Rosenbauer King Cobra Platform per attached specifications. NOTE: Completion early Q4-2020 is intended w/ order on 2-5-2020.	$1,460,000.00 each
Gross due upon completion and delivery total	**TOTAL $1,460,000.00**

All of which are to be built in accordance with the specifications, clarifications and exceptions attached, and which are made a part of this agreement and contract.

DELIVERY:
The estimated delivery time for the completed apparatus, is to be made 270 days after receipt of and approval of this contract duly executed, (chassis and (or) major components must arrive within 72 days or delivery may be extended), subject to all causes beyond the Company's control. The quoted delivery time is based upon our receipt of the specified materials required to produce the apparatus in a timely manner. "Delivery" means the date company is prepared to make physical possession of vehicle available to customer.

CONTRACT CHANGES:
After execution and acceptance of this Contract, the Buyer may request that the Company incorporate a change to the Products or the Specifications for the Products by delivering a Change Order to the Company; provided, however, that any such Change Order must be in writing and include a description of the proposed change sufficient to permit the Company to evaluate the feasibility of such Change Order. Within seven (7) working days of receipt of a Change Order, the Company will inform the Buyer in writing of the feasibility of the Change Order, the earliest possible implementation date for the Change Order, of any increase or decrease in the Purchase Price resulting from such Change Order, and of any effect on production scheduling or delivery resulting from such Change Order. The Company shall not be liable to the Buyer for any delay in performance or delivery arising from any such Change Order. Purchase Price may be modified only by mutual written agreement of the Parties because of changes to the Apparatus required or requested by the Buyer during the construction process pursuant to Appendix C, Change Order Policy. Any changes in the Purchase Price resulting from changes to the Apparatus required or requested by the Buyer during the construction process shall be stated in the Change Order signed by both parties. Additional Changes: If various state or federal regulatory agencies (*e.g. NFPA, DOT, EPA*) require changes to the specification and/or the product that result in a cost increase to comply therewith this cost will be added to the Purchase Price to be paid by the customer.

FORCE MAJEURE:
The Company shall not be responsible nor deemed to be in default on account of delays in performance due to causes which are beyond the Company's control which make the Company's performance impracticable, including but not limited to civil wars, insurrections, strikes, riots, fires, storms, floods, other acts of nature, explosions, earthquakes, accidents, any act of government, delays in transportation, acts of God or the public enemy or terrorism, failure of transportation, epidemics or quarantine restrictions.

16. REQUEST AUTHORIZATION TO HIRE BRIAN LOCKE AS A RESERVE POLICE CAPTAIN IN THE STARKVILLE POLICE DEPARTMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Carver, and adopted by the Board to approve the February 4, 2020 Official Agenda, and to accept items for consent, whereby the “approval to hire Brian Locke as a Reserve Police Captain in the Starkville Police Department to be paid for actual hours worked only” is enumerated, this consent item is thereby approved.

17. REQUEST AUTHORIZATION TO HIRE CHRISTOPHER BLACK AS AN OPERATIONS MANAGER IN THE STARKVILLE STREET DEPARTMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Carver, and adopted by the Board to approve the February 4, 2020 Official Agenda, and to accept items for consent, whereby the “approval to hire Christopher Black as an Operations Manager in the Starkville Street Department” is enumerated, this consent item is thereby approved.

18. REQUEST AUTHORIZATION TO HIRE LATASHA KEY AS AN ADMINISTRATIVE ASSISTANT IN THE STARKVILLE POLICE DEPARTMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Carver, and adopted by the Board to approve the February 4, 2020 Official Agenda, and to accept items for consent, whereby the “approval to hire Latasha Key as an full time Administrative Assistant in the Starkville Police Department” is enumerated, this consent item is thereby approved.

19. REQUEST AUTHORIZATION OF APPROVAL OF $5,550.00 FOR YOUTH SOFTBALL UNIFORMS FROM REX TEAM SPORTS, THE LOWEST OF THREE QUOTES.

Upon the motion of Alderman Little, duly seconded by Alderman Carver, and adopted by the Board to approve the February 4, 2020 Official Agenda, and to accept items for consent, whereby the “approval of $5,550.00 for youth softball uniforms from Rex Team Sports, the lowest of three quotes” is enumerated, this consent item is thereby approved.

Quotes Received: $5,550.00 - Rex Team Sports, $6,795.00 – Sports Specialty, Inc and $7,270.00 – Score Sports

20. REQUEST AUTHORIZATION OF APPROVAL OF $23,725.00 FOR YOUTH BASEBALL UNIFORMS FROM REX TEAM SPORTS, THE LOWER OF TWO QUOTES.

Upon the motion of Alderman Little, duly seconded by Alderman Carver, and adopted by the Board to approve the February 4, 2020 Official Agenda, and to accept items for consent, whereby the “approval of $23,725.00 for youth baseball uniforms from Rex Team Sports, the lower of two quotes” is enumerated, this consent item is thereby approved.

Quotes Received: $23,725.00 - Rex Team Sports and $25,550.00 – Sports Specialty, Inc

21. REQUEST AUTHORIZATION OF A PROFESSIONAL SERVICES CONTRACT WITH KIMLEY-HORN AND ASSOCIATES, INC. FOR MASTER PLANNING SERVICES FOR THE BICYCLE AND PEDESTRIAN MASTER PLAN AS REQUIRED IN THE 10-MINUTE WALK GRANT FROM THE NATIONAL RECREATION AND PARKS ASSOCIATION (NRPA).

Upon the motion of Alderman Little, duly seconded by Alderman Carver, and adopted by the Board to approve the February 4, 2020 Official Agenda, and to accept items for consent, whereby the “approval of a professional services contract with Kimley-Horn and Associates, Inc. for Master Planning Services for the Bicycle and Pedestrian Master Plan as required in the 10-Minute Walk Grant from the National Recreation and Parks Association (NRPA)” is enumerated, this consent item is thereby approved.

Kimley»Horn

January 29, 2020

Mr. Gerry Logan
Director, Parks & Recreation
City of Starkville
110 West Main Street
Starkville, Mississippi 39759

RE: Professional Services Agreement – Master Planning Services
Bicycle & Pedestrian Master Plan
Starkville, Mississippi

Dear Mr. Logan:

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "Consultant") is pleased to submit this letter agreement (the "Agreement") to the City of Starkville, Mississippi ("Client") for providing Master Planning services for a Bicycle & Pedestrian Master Plan ("Project") for the City of Starkville, Mississippi. The Carl Small Town Center ("CSTC") will be serving as a sub-consultant to Kimley-Horn.

SCOPE OF SERVICES

The Bicycle & Pedestrian Master Planning scope of work consists of the Tasks listed below and are based on a Request for Proposals response to the City of Starkville dated December 9, 2019, a pre-scope call with the City of Starkville on December 19, 2019, and a pre-scope meeting with the City of Starkville on January 6, 2020. The Kimley-Horn team will provide the following services:

TASK 1 – PRE-PLANNING

The pre-planning task will consist of two key items. The first is establishing a clear communication protocols with the City and the community Stakeholder Committee. The second is information gathering.

A. COMMUNICATION PROTOCOLS
   a. Identify clear and concise communication protocols for the project
   b. Identify point-of-contact(s) for City of Starkville
   c. Assist in establishing a Project Management Team
   d. Assist in establishing a Stakeholder Committee
B. INFORMATION GATHERING
   a. Collect and study current plans and information that may contain pertinent and applicable information to the project from the following entities:
      i. City of Starkville
      ii. Starkville Oktibbeha School District

iii. Mississippi State University
iv. Mississippi Department of Transportation
v. Railroad Entities
vi. Utility Departments and Companies

b. Identify Activity Nodes throughout the City of Starkville
   i. Parks & Open Space
   ii. Schools
   iii. Mississippi State University
   iv. Downtown
   v. Residential Developments
   vi. Retail Destinations
   vii. Places of Worship
   viii. Employment Destinations
   ix. Transit Stops
c. Immerse the Consultant Team into the City's current parks, green spaces, multi-modal paths, transit stops, activity nodes, etc. to understand the relationship to the surrounding neighborhoods and community. Gather pertinent existing conditions data.

TASK 2 - ANALYZE & COMMUNICATE EXISTING CONDITIONS

This task will consist of analyzing existing conditions, and the current plans and information gathered during the Pre-Planning Task 1. All pertinent information and findings will be communicated to the Client and Stakeholder Committee through a series of maps and narratives that will illustrate and explain the findings.

A. Analyze Plan Documents
   a. Existing Parks & Green Spaces
      i. Within 10-Minute Walk
      ii. Identify Gaps
   b. Environmental Features
      i. Floodplains & Floodways
      ii. Water Bodies
   c. Land Use & Zoning
      i. Park & Green Space Requirements
   d. Community Assets
      i. Parks & Green Spaces
      ii. Schools
      iii. Community Centers
      iv. Transit Stops
      v. Existing Multi-modal paths
   e. Existing Neighborhoods
   f. Potential Residential Development
   g. Other Opportunities
      i. Railroad Corridor

- ii. Utility rights-of-way
- iii. Utility easements
- iv. Public-owned property

h. Proposed Projects
- i. Park Improvements
- ii. Street Improvements
- iii. Private Development Projects
- iv. School Improvement Projects

B. Analyze Site Immersion

TASK 3 - COMMUNITY ENGAGEMENT #1

The intent of the first stakeholder meeting is to introduce the project scope, purpose, and goals to the identified Stakeholder Committee. The Consultant Team will present existing conditions analysis regarding the bike/ped plan and gather additional information from individual stakeholders regarding their interests pertinent to the plan.

A. Stakeholder Committee Meeting
- a. Collect data
- b. Tailored software
- c. Solicit feedback through creative engagement strategies

B. Community Interviews and Surveys
- a. Understand Community Priorities – Tailored Software
- b. Solicit feedback from public through creative engagement strategies

TASK 4 - PRELIMINARY BICYCLE/PEDESTRIAN NETWORK MASTER PLAN

Considering the information gathered and analyzed during Task 1 and Task 2, input and involvement from the Client and Stakeholder Committee and adherence to the plan goals set forth at the beginning of the project process, the Consultant Team will develop a preliminary bicycle and pedestrian network.

A. Identify preliminary bicycle and pedestrian network
- a. Greenways/Trails
- b. Side paths
  - i. Sidewalks
  - ii. Multi-modal paths
- c. Identify areas of the City that are under-served by a park
- d. Cross-sections

TASK 5 - COMMUNITY ENGAGEMENT #2

The Stakeholder Committee Workshop #2 will be designed to gain feedback on the preliminary bicycle and pedestrian network presentation.

A. Stakeholder Committee Workshop
   a. Preliminary Bicycle & Pedestrian Network presented
   b. Solicit feedback through creative engagement strategies

TASK 6 - FINAL BICYCLE/PEDSTRIAN NETWORK MASTER PLAN

Considering the information gathered and analyzed during Task 1 and Task 2, input and involvement from the Client and Stakeholder Committee and adherence to the plan goals set forth at the beginning of the project process, the Consultant Team will develop a final bicycle and pedestrian network.

A. Identify final bicycle and pedestrian network
   a. Greenways/Trails
   b. Side paths
      i. Sidewalks
      ii. Multi-modal paths
   c. Identify areas of the City that are under-served by a park
   d. Cross-sections
B. Prepare a scoring matrix that illustrates Evaluation Criteria according to the goals of the master plan. The matrix will determine project priority.
   a. Segment type and location
   b. Length
   c. Residents Impacted
   d. Estimated Construction Cost
   e. Opportunities
   f. Challenges

TASK 7 - COMMUNITY ENGAGEMENT #3

The final community engagement event will consist of a public open house at a community facility. The penultimate plan will be presented to the community for feedback to incorporate into final edits.

A. Public Open House
   a. Present Final Bicycle/Pedestrian Network Master Plan
   b. Solicit feedback through creative engagement strategies

TASK 8 - MASTER PLAN DOCUMENT

After finalizing the Bicycle & Pedestrian Network, a Master Plan Technical Report document will be prepared. The document will consist of a thorough explanation of the process that defined the Bicycle & Pedestrian Network Master Plan, as well as a Master Plan Network recommendation and prioritized action items.

A. Project Background/Project Intent
B. Existing Conditions
    a. Environmental Features Map
        i. Floodplains & Floodways
        ii. Water Bodies
    b. Land Use & Zoning Map
        i. Park & Green Space Requirements
    c. Community Assets Map
        i. Parks & Green Spaces
        ii. Schools
        iii. Community Centers
        iv. Transit Stops
        v. Existing Multi-modal paths
    d. Existing Neighborhoods Map
    e. Potential Residential Development Maps
    f. Other Opportunities Map
        i. Utility rights-of-way
        ii. Utility easements
        iii. Public-owned property
        iv. Railroad Corridor
    g. Proposed/On-going Projects Map
        i. Park Improvements
        ii. Street Improvements
        iii. Private Development Projects
        iv. School Improvement Projects
        v. University Improvement Projects
C. Site Immersion Analysis
D. Bicycle & Pedestrian Network Master Plan
E. Connected Community Assets Map
F. Segment Detail Maps
G. Trail Network Cross-sections
H. Segment Detail Matrix
    a. Segment type and location
    b. Length
    c. Residents Impacted
    d. Estimated Construction Cost
    e. Opportunities

   f. Challenges

I. Community Engagement Process Narrative and Illustrations
   a. Community Engagement #1
   b. Community Engagement #2
   c. Community Engagement #3

J. Recommended Policies and Implementation Strategies
   a. General Practices
   b. Recommended Action Plan
      i. Identify High Priority Actions
      ii. Identify Opportunities
         - Timeline Oriented Action Items
   c. Path to Success Recommendations

DELIVERABLES

Kimley-Horn will prepare the Bicycle & Pedestrian Network Master Plan Technical Report as an 8.5" x 11" bound document and will be provided to the Client as a PDF.

ADDITIONAL SERVICES

Any services not specifically provided for in the above scope, as well as any changes in the scope by Client request, will be considered additional services and will be performed at our then current hourly rates.

SERVICES NOT INCLUDED

The following list of activities not included is provided for clarity as well as anything not described in the scope of work. Most can be provided upon request as additional services.

- Park Master Planning Services
- Community Engagement meetings, other than listed above
- Construction Documents
- Real Estate/Land Value Analysis
- Grant Applications
- Project Website/Social Media

SCHEDULE

We will provide our services as expeditiously as practicable to meet the mutually agreed upon schedule.

INFORMATION TO BE PROVIDED BY THE CLIENT

Kimley-Horn will rely upon the accuracy and completeness of all documents, surveys, reports and plans provided by the Client, the Client's consultants, or by others for whom Kimley-Horn is not legally responsible. The Client acknowledges that verifying the accuracy and completeness of such items is not part of Kimley-Horn's scope of services.

The following is to be supplied by the Client in support of this proposal:

- Geographical Information Systems (GIS) data
- Previously completed plans and reports applicable to this project, in PDF format

FEES AND BILLING

Kimley-Horn will perform the services listed as "Lump Sum" tasks for the lump sum labor fees included in the table below. Individual task amounts are informational only.

Kimley-Horn will perform the services listed as "Hourly Budget" tasks on a labor fee plus expense basis with the maximum labor fee shown below.

Lump Sum Tasks

TASK 1 – TASK 8 .... $ 35,537.05

Expenses (As Needed)

EXPENSE BUDGET.. $ 5,000.00

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Hourly fees will be billed on an hourly basis according to our then-current rates. Direct reimbursable expenses such as exhibit reproduction costs, delivery services, fees, travel, and other direct expenses will be billed at 1.15 times cost. A percentage of labor fee will be added to each invoice to cover certain other expenses as to these tasks such as telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Administrative time related to the project may be billed hourly. All permitting, application, and similar project fees will be paid directly by the Client.

Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

CLOSURE

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the attached Standard Provisions, which are incorporated by reference. As used in the Standard Provisions, "Consultant" shall refer to Kimley-Horn and Associates, Inc., and "Client" shall refer to City of Starkville, Mississippi.

Kimley-Horn, in an effort to expedite invoices and reduce paper waste, submits invoices via email in an Adobe PDF format. We can also provide a paper copy via regular mail if requested. Please include the invoice number and Kimley-Horn project number with all payments. Please provide the following information:

____ Please email all invoices to l.hardin@cityofstarkville.org

____ Please copy j.mclaurin@cityofstarkville.org

If you concur in all the foregoing and wish to direct us to proceed with the services, please have authorized persons execute both copies of this Agreement in the spaces provided below, retain one copy, and return the other to us. We will commence services only after we have received a fully-executed agreement. Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter.

Again, we appreciate the opportunity to provide these services to you. Please contact me if you have any questions.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.

Mike Hammond, PLA, ASLA
Project Manager – Landscape Architect

Drake Danley, PE
Assistant Secretary

(CITY OF STARKVILLE, MISSISSIPPI)
A Municipality

By: ______________________

2/4/20
(Date)

Lynn Spruill, Mayor
(Print or Type Name and Title)

l.hardin@cityofstarkville.org
(Email Address)

______________________, Witness

Lesa Hardin
(Print or Type Name)

Official Seal:

KIMLEY-HORN AND ASSOCIATES, INC.
STANDARD PROVISIONS

(1) **Consultant's Scope of Services and Additional Services.** The Consultant will perform only the services specifically described in this Agreement. If requested by the Client and agreed to by the Consultant, the Consultant will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay the Consultant for any Additional Services an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost.

(2) **Client's Responsibilities.** In addition to other responsibilities herein or imposed by law, the Client shall:
(a) Designate in writing a person to act as its representative, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
(b) Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project and all standards of development, design, or construction.
(c) Provide the Consultant all available studies, plans, or other documents pertaining to the project, such as surveys, engineering data, environmental information, etc., all of which the Consultant may rely upon.
(d) Arrange for access to the site and other property as required for the Consultant to provide its services.
(e) Review all documents or reports presented by the Consultant and communicate decisions pertaining thereto within a reasonable time so as not to delay the Consultant.
(f) Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary.
(g) Obtain any independent accounting, legal, insurance, cost estimating and feasibility services required by Client.
(h) Give prompt written notice to the Consultant whenever the Client becomes aware of any development that affects the Consultant's services or any defect or noncompliance in any aspect of the project.

(3) **Period of Services.** Unless otherwise stated herein, the Consultant will begin work after receipt of a properly executed copy of this Agreement. This Agreement assumes conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that the Consultant does not control. If such delay or suspension extends for more than six months, Consultant's compensation shall be renegotiated.

(4) **Method of Payment.** Client shall pay Consultant as follows:
(a) Invoices will be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within 45 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by the Consultant and applied against the final invoice. Interest will be added to accounts not paid within 45 days at the rate allowed by Mississippi Code Section 31-7-305. If the Client fails to make any payment due under this or any other agreement within 50 days after the Consultant's transmittal of its invoice, the Consultant may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid.
(b) If the Client relies on payment or proceeds from a third party to pay Consultant and Client does not pay Consultant's invoice within 60 days of receipt, Consultant may communicate directly with such third party to secure payment.
(c) If the Client objects to an invoice, it must advise the Consultant in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing. If the Client objects to only a portion of the invoice, payment for all other portions remains due within 45 days of receipt.
(d) The Client agrees that the payment to the Consultant is not subject to any contingency or condition. The Consultant may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of the Consultant to collect additional amounts from the Client.

(5) **Use of Documents.** All documents and data prepared by the Consultant are related exclusively to the services described in this Agreement, and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use or reuse by the Client or others on

extensions of this project or on any other project. Any modifications by the Client to any of the Consultant's documents, or any reuse of the documents without written authorization by the Consultant will be at the Client's sole risk. The Consultant's electronic files and source code remain the property of the Consultant and shall be provided to the Client only if expressly provided for in this Agreement. Any electronic files not containing an electronic seal are provided only for the convenience of the Client, and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by the Consultant, the hardcopy shall govern.

(6) **Opinions of Cost.** Because the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to the costs of construction and materials, are made solely based on its judgment as a professional familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.

(7) **Termination.** The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, or upon thirty days' written notice for the convenience of the terminating party. The Consultant shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by the Consultant as a result of such termination.

(8) **Standard of Care.** The standard of care applicable to Consultant's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by the Consultant's performance of services, and it is agreed that the Consultant is not a fiduciary with respect to the Client.

(9) **Certifications.** The Consultant shall not be required to execute certifications or third-party reliance letters that are inaccurate, that relate to facts of which the Consultant does not have actual knowledge, or that would cause the Consultant to violate applicable rules of professional responsibility.

(10) **Dispute Resolution.** All claims by the Client arising out of this Agreement or its breach shall be submitted first to mediation as a condition precedent to litigation.

(11) **Hazardous Substances and Conditions.** Consultant shall not be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Consultant's services will be limited to analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. The Consultant will notify the Client of unanticipated hazardous substances or conditions of which the Consultant actually becomes aware. The Consultant may stop affected portions of its services until the hazardous substance or condition is eliminated.

(12) **Construction Phase Services.**
(a) If the Consultant prepares construction documents and the Consultant is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation.
(b) The Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant's visits will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by the Consultant. Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.
(c) The Consultant is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and its means and methods; that the contractor shall indemnify the Client and the Consultant for all claims and liability arising out of job site accidents; and that the Client

and the Consultant shall be made additional insureds under the contractor's general liability insurance policy.

(13) **No Third-Party Beneficiaries; Assignment and Subcontracting.** This Agreement gives no rights or benefits to anyone other than the Client and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and the Consultant. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Consultant, without the written consent of the Consultant. The Consultant reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If the Consultant exercises this right, the Consultant will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.

(14) **Confidentiality.** The Client consents to the use and dissemination by the Consultant of photographs of the project and to the use by the Consultant of facts, data and information obtained by the Consultant in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, the Consultant shall use reasonable care to maintain the confidentiality of that material.

(15) **Miscellaneous Provisions.** This Agreement is to be governed by the law of the State where the Project is located. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by the Consultant. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

22. REQUEST AUTHORIZATION TO ADVERTISE FOR BIDS FOR RESTROOM FACILITIES AT PATRIOT'S PARK AND J. L. KING SENIOR MEMORIAL PARK.

Upon the motion of Alderman Little, duly seconded by Alderman Carver, and adopted by the Board to approve the February 4, 2020 Official Agenda, and to accept items for consent, whereby the "approval of advertising for bids for restrooms at Patriots Park and J. L. King Senior Memorial Park" is enumerated, this consent item is thereby approved.

23. REQUEST AUTHORIZATION TO ADVERTISE FOR BIDS FOR A SUBSTATION BATTERY SYSTEM (MATERIAL ONLY) AND A SUBSTATION RELAY PANELS AND EQUIPMENT (MATERIAL ONLY) FOR THE SOUTHWEST STARKVILLE 161/69/13 KV SUBSTATION.

Upon the motion of Alderman Little, duly seconded by Alderman Carver, and adopted by the Board to approve the February 4, 2020 Official Agenda, and to accept items for consent, whereby the "approval to advertise for bids for a substation battery system (material only) and a substation relay panel and equipment (material only) for the Southwest Starkville 161/69/13 KV substation" is enumerated, this consent item is thereby approved.

24. REQUEST AUTHORIZATION TO ACCEPT THE LOWEST AND BEST QUOTE FROM DITCH WITCH MID-SOUTH TO PURCHASE AN UPDATED QUAD FREQUENCY TRACKER FOR DITCH WITCH JT2020 DIRECTIONAL BORING MACHINE IN THE AMOUNT OF $17,821.47.

Upon the motion of Alderman Little, duly seconded by Alderman Carver, and adopted by the Board to approve the February 4, 2020 Official Agenda, and to accept items for consent, whereby the "approval to accept the lowest and best quote from Ditch Witch Mid-South to purchase an updated Quad Frequency Tracker for Ditch Witch JT2020 directional boring machine in the amount of $17,821.47" is enumerated, this consent item is thereby approved.

2 Quotes Received: Ditch Witch Alabama - $26,515.80 and Ditch Witch Mid-South - $17,821.47

25. REQUEST AUTHORIZATION FOR STARKVILLE UTILITIES TO EXECUTE THE AIA AGREEMENT FOR JBHM ARCHITECTURE TO DEVELOP PLANS AND BID PACKAGE FOR EXPANSION OF THE STARKVILLE UTILITIES ELECTRIC OPERATIONS CENTER TO ALLOW COMBINING WATER AND ELECTRIC OPERATION AT ONE SITE.

Upon the motion of Alderman Little, duly seconded by Alderman Carver, and adopted by the Board to approve the February 4, 2020 Official Agenda, and to accept items for consent, whereby the "approval to execute the AIA agreement for JBHM architecture to develop plans and bid package for expansion of the Starkville Utilities electric operations center to allow combining water and electric operation at one site" is enumerated, this consent item is thereby approved.

AIA® Document B101™ – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the Eighth day of January in the year Two Thousand Twenty (01/08/2020)
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

Starkville Utilities
200 North Lafayette Street
Starkville, Mississippi 39759
Phone: 662-323-3133

and the Architect:
(Name, legal status, address and other information)

JBHM Architects, PA
P O Box 9127 (39705)
104 Third Street South (39701)
Columbus, Mississippi
Phone: 662-329-4883

for the following Project:
(Name, location and detailed description)

Starkville Utilities
Operations Facility Additions and Renovations
Starkville, Mississippi

JBHM PROJECT NO. 20003.00

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

TABLE OF ARTICLES

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.
(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:
(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

See attached Exhibit "B"

§ 1.1.2 The Project's physical characteristics:
(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

Approximately nine (9) acres on the existing electric operations facility at the intersection of Highway 12 East and Dr. Martin Luther King Jr. Drive, East, Starkville, MS.
Geotechnical Report and Site Survey are not available at the time of execution.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:
(Provide total and, if known, a line item breakdown.)

See attached Exhibit "C"

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

Spring, 2020

.2 Construction commencement date:

June 2020

.3 Substantial Completion date or dates:

July 2021

.4 Other milestone dates:

Not applicable

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Competitive Bid

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

Not applicable

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Terry Kemp, General Manager
Starkville Utilities
200 North Lafayette Street
Starkville, Mississippi 39759
Phone: 662-323-3133

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

City of Starkville, Development Review Committee

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

Springer Engineering
206 Old West Point Road
Starkville, MS 39759

Phone: 662-323-2296

.2 Civil Engineer:

To be determined

.3 Other, if any:
(List any other consultants and contractors retained by the Owner.)

Topographic and Boundary Survey:
Springer Engineering
206 Old West Point Road
Starkville, MS 39759
Phone: 662-323-2296

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

William D. Whittle, Assoc AIA, Senior Project Manager
JBHM Architects, PA
104 Third Street South
Columbus, Mississippi 39701
Phone: 662-329-4883

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:
.1 Structural Engineer:

Thomas Schaeffer, PE
Structural Design Group
220 Great Circle Road, Suite 106
Nashville, TN 37228
Phone: 615-255-5537

.2 Mechanical Engineer:

Jason Kackley, LEED, AP
GSK Mechanical, Inc.
201 Park Court, Suite A
Ridgeland, MS 39157
Phone: 601-750-7365

.3 Electrical Engineer:

John M. (Mike) Wynne, PE
Schultz & Wynne, PA
4523 Office Park Drive
Jackson, MS 39206
Phone: 601-982-3313

.4 Civil Engineer:

Not applicable

§ **1.1.11.2** Consultants retained under Supplemental Services:

Not applicable

§ **1.1.12** Other Initial Information on which the Agreement is based:

Not applicable

§ **1.2** The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ **1.3** The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ **1.3.1** Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ **2.1** The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ **2.2** The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ **2.3** The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ **2.4** Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ **2.5** The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ **2.5.1** Commercial General Liability with policy limits of not less than One Million Dollars ($1,000,000) for each occurrence and Two Million Dollars ($2,000,000) in the aggregate for bodily injury and property damage.

§ **2.5.2** Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars ($1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ **2.5.3** The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ **2.5.4** Workers' Compensation at statutory limits.

§ **2.5.5** Employers' Liability with policy limits not less than Five Hundred Thousand Dollars ($500,000) each accident, Five Hundred Thousand Dollars ($500,000) each employee, and Five Hundred Thousand Dollars ($500,000) policy limit.

§ **2.5.6** Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Two Million Dollars ($2,000,000) per claim and Two Million Dollars ($2,000,000) in the aggregate.

§ **2.5.7 Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella polices for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ **2.5.8** The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ **3.1** The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ **3.1.1** The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ **3.1.2** The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ **3.1.3** As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ **3.1.4** The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ **3.1.5** The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

(Paragraph deleted)

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and

Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services
§ 3.5.1 General
The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding
§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

.1 facilitating the distribution of Bidding Documents to prospective bidders;
.2 organizing and conducting a pre-bid conference for prospective bidders;
.3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
.4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

(Paragraphs deleted)
§ 3.6 Construction Phase Services
§ 3.6.1 General
§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work
§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor
§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- **.1** conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- **.2** issue Certificates of Substantial Completion;
- **.3** forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,

.4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.
(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	**Responsibility** *(Architect, Owner, or not provided)*
§ 4.1.1.1 Programming	Owner
§ 4.1.1.2 Multiple preliminary designs	Not Provided
§ 4.1.1.3 Measured drawings	Not Provided
§ 4.1.1.4 Existing facilities surveys	Not Provided
§ 4.1.1.5 Site evaluation and planning	Not Provided
§ 4.1.1.6 Building Information Model management responsibilities	Not Provided
§ 4.1.1.7 Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.8 Civil engineering	To be determined
§ 4.1.1.9 Landscape design	Architect
§ 4.1.1.10 Architectural interior design	Architect
§ 4.1.1.11 Value analysis	Not Provided
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Not Provided
§ 4.1.1.13 On-site project representation	Not Provided
§ 4.1.1.14 Conformed documents for construction	Not Provided

Supplemental Services	Responsibility *(Architect, Owner, or not provided)*
§ 4.1.1.15 As-designed record drawings	Not Provided
§ 4.1.1.16 As-constructed record drawings	Not Provided
§ 4.1.1.17 Post-occupancy evaluation	Not Provided
§ 4.1.1.18 Facility support services	Not Provided
§ 4.1.1.19 Tenant-related services	Not Provided
§ 4.1.1.20 Architect's coordination of the Owner's consultants	Not Provided
§ 4.1.1.21 Telecommunications/data design	Not Provided
§ 4.1.1.22 Security evaluation and planning	Not Provided
§ 4.1.1.23 Commissioning	Not Provided
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	Not Provided
§ 4.1.1.25 Fast-track design services	Not Provided
§ 4.1.1.26 Multiple bid packages	Not Provided
§ 4.1.1.27 Historic preservation	Not Provided
§ 4.1.1.28 Furniture, furnishings, and equipment design	Owner
§ 4.1.1.29 Other services provided by specialty Consultants	Owner
§ 4.1.1.30 Other Supplemental Services	Owner

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.
(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

Not applicable

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.
(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

Not applicable

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

.1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
.2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
.3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
.4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
.5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
.6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
.7 Preparation for, and attendance at, a public presentation, meeting or hearing;
.8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
.9 Evaluation of the qualifications of entities providing bids or proposals;
.10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
.11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.
.1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
.2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
.3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
.4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
.5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:
.1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
.2 One per week (1) visit per week to the site by the Architect during construction
.3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
.4 Two (2) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within Eighteen (18) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- **.1** give written approval of an increase in the budget for the Cost of the Work;
- **.2** authorize rebidding or renegotiating of the Project within a reasonable time;
- **.3** terminate in accordance with Section 9.5;

.4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,

.5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

(Paragraphs deleted)

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement may be subject to mediation if both parties agree. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

[ ] Arbitration pursuant to Section 8.3 of this Agreement

[X] Litigation in a court of competent jurisdiction

[ ] Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

(Paragraphs deleted)

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:
(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1
(Paragraphs deleted)
Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

Compensation to the Architect and its Consultants for the use of the documents shall be computed as follows: The approximate percentage complete at the date active involvement ceases in accordance with the Contract less any payments received to date plus 20 percent of remaining fee.

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's

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confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum
(Insert amount)

.2 Percentage Basis
(Insert percentage value)

Seven (7) % of the Cost of the Work as initially designed and estimated by the Architect until such time as there is a Contractor's estimate of the Cost of the Work and/or bid or price for the construction of the Project and/or a Contract Sum (as thereafter adjusted by change orders) which will then become the basis for the calculation of the Architect's compensation.

.3 Other
(Describe the method of compensation)

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Refer to the attached rate schedule entitled "Hourly Rates", which will be adjusted annually.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Refer to the attached rate schedule entitled "Hourly Rates", which will be adjusted annually.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus One and two-tenths percent (1.20%), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Progress payments for Basic Services in each phase shall total the following amounts of the Total Basic Compensation payable and shall be billed monthly.

Schematic Design Phase	Twenty	percent (	20	%)
Design Development Phase	Twenty-five	percent (	25	%)
Construction Documents Phase	Twenty-five	percent (	25	%)
Procurement Phase	Five	percent (	5	%)
Construction Phase	Twenty-five	percent (	25	%)
Total Basic Compensation	one hundred	percent (	100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Refer to the attached rate schedule entitled "Hourly Rates", which will be adjusted annually.

Employee or Category	Rate ($0.00)

§ 11.8 Compensation for Reimbursable Expenses
§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

.1 Transportation and authorized out-of-town travel and subsistence;
.2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
.3 Permitting and other fees required by authorities having jurisdiction over the Project;
.4 Printing, reproductions, plots, and standard form documents;
.5 Postage, handling, and delivery;
.6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
.7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;

.8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
.9 All taxes levied on professional services and on reimbursable expenses;
.10 Site office expenses;
.11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
.12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants

Mileage expenses of authorized out-of-town transportation in connection with the project shall be based on the mileage rate of $0.575 per mile which shall be adjusted annually, (example: Field trip to another similar facility). This does not apply to trips made for reviews and/or field observations.

Reprojection cost for drawings and specification for bidding will be billed at the cost of reproduction less the amount of plan deposits retained.

(Paragraphs deleted)
§ 11.10 Payments to the Architect
§ 11.10.1 Initial Payments
§ 11.10.1.1 An initial payment of Zero Dollars and Zero Cents ($0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of ($) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments
§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Forty Five (45) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

The applicable interest rate under Mississippi law.

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS
Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

12.1 Compensation for design of Bid Alternates not selected by the Owner: The method of compensation for services provided for the design of bid alternates not selected by the Owner shall be based on the cost of the bid alternate. (Example: $100,000 construction contract, plus $20,000 of alternates designed but not constructed = $120,000). The fee for design of such bid alternates shall be through Bidding and Negotiation Phase.

12.2 Errors and Omissions: The Architect shall not be liable to the Owner for the costs of any errors or omissions in the plans and specifications which do not result in costs in excess of those which would have been incurred by the Owner in the absence of such errors or omissions or which are within the Architect's acceptable standard of care.

12.3 Architectural Services provided after 60 days after the first occurrence of the below described events:

1) Specified Date of Substantial Completion; or
2) Actual Date of Substantial Completion;
3) More than two (2) reviews of closeout documents;

shall be considered Additional Services in accordance with Article 9.8.2.1 of the Supplementary Conditions.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

.1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect

.2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this agreement.)

.3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

[ ] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this agreement.)

[X] Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

JBHM E210-2018, Electronic/Data/Digital Files Agreement

.4 Other documents:
(List other documents, if any, forming part of the Agreement.)

Attachment "A" – Hourly Rates
Attachment "B" – Owner's Program

Attachment "C" – Owner's Budget

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*	**ARCHITECT** *(Signature)*
Terry Kemp, General Manager	Joseph S. Henderson, AIA, Vice President
(Printed name and title)	*(Printed name, title, and license number, if required)*

Attachment "A"

JBHM Architects, P.A.

Additional Services Hourly Rates - 2020

	Billing Rate ($/hour)
Managing Principal	**$300.00**
Principal / Director	**$210.00**
Team Leader	**$185.00**
Registered Professional (Architect/Interiors/Landscape)	**$160.00**
Design Professional (Architect/Interiors/Landscape/Construction Administration)	**$140.00**
Senior Project Specialist	**$110.00**
Team Member II	**$100.00**
Office Manager	**$115.00**
Adm/Op Assistant	**$ 85.00**
Design Professional Intern	**$ 70.00**
Co-Op/Summer/Office Help	**$ 50.00**

Services of professional consultants at a multiple of one and two tenths (1.2) times the amount billed to the Architect for such services.

For purposes of this agreement, the Managing Principals are as follows:

Joseph S. Henderson, AIA
Richard H. McNeel, AIA
William M. Lewis, AIA
Ryan C. Florreich, AIA

Reimbursable expenses at a multiple of one and one tenth (1.1) times the expense incurred, including the following:

Mileage at $0.575 per mile (authorized out-of-town travel only).
Expense of reproductions, postage and handling of plans, specifications and other documents.

JBHM
Architecture

STARKVILLE UTILITIES
ELECTRIC / WATER OPERATIONS CONSOLIDATION

September 4, 2019

PROGRAM SPACES		SQUARE FOOTAGE	CRITERIA
WATER OPERATIONS			
1. Operations Superintendent	1 @ 120 SF	120	* Sean Johnson * Office space can be shared with Warehouse Manager * Duties require much time out of office * Accessible to contractors
2. Warehouse Manager	1 @ 120 SF	120	* Nick * Office space can be shared with Operations Superintendent * View/Control of Parts/Tools Area
3. Engineering	1 @ 100 SF	120	* Vincent McKenzie * Minimal office space can be shared with locator engineering * Primarily field work * Maps storage required * Plotter / Copier
4. Locator	1 @ 100 SF	120	* Todd Giles * Minimal office space can be shared with engineering * Primarily field work * Maps storage required * Plotter / Copier
5. Clerical Support (2)	2 @ 100 SF	200	* Open office space * Directly adjacent Operations Superintendent and Warehouse Manager * These are future positions
6. Break Room		250	* Accommodate 10-12 * 2-3 vending machines * Equipment: Refrigerator Single Sink Microwaves (2) Base and Wall Cabinets * Could be shared with Electric Operations
7. Toilets		280	* Male and Female * Could be shared with Electric Operations * Code: Male & Female Water Closet - 1:25 first 50; 1:50 remainder exceeding 50 Lavatory - 1:40 first 80; 1 per 80 remainder exceeding 80 * Existing facilities at Electric Operations adequate per code. Convenience could be problematic for Water Operations.
8. Large Meeting		1,800	* Accommodate approximately 70 * Space for entire Starkville Utility meeting
9. Lockers (Qty 25)		225	* 12" width full height lockers * Personal belongings, lunch box, clothing, etc. * Accessible to Break Room and Toilet areas * Benches
10. Team Meeting		600	* "Bull Pen" * Work Order Completion * Accommodate approximately 12 employeees at work counter * Could be combined with larger space including electrical work order * Directly adjacent to exterior egress
11. Scata Monitoring		50	* Water distribution systems monitoring * Adjacent Operations Superintendent * Relocate to Dispatch/War Room at Electric Operations

PROGRAM SPACES	SQUARE FOOTAGE	CRITERIA
12. Parts/Tools Storage & Distribution	3,500	* Currently self-service honor system / future barcode inventory control * Existing space approximately 45 by 40 feet * Warehouse Manager responsible for inventory maintenance * Presently small parts (less than 8 inch pipe size) inventory in 12 inch square bins; 8 inch and larger parts storage required * Current Warehouse approximately 12 feet clear height * Forklift access required pallet transfer to & from loading area / storage yard * Loading dock required; 48" above finish grade / with dock leveler. Electric Operations currently has loading dock used infrequently
13. Meter Room	150	* Approximately 100 meters stored in shelving * Desk / Computer Station * Test bench
14. Generator Storage	400	* Existing space approximately 20 by 24 feet * Store / Service small generator sets * Forklift access preferred
Water Operations Subtotal SF	7,935	
Structure/M&E/Circulation (30%)	1,587	
Water Operations Total SF	**9,522**	
WATER OPERATIONS SITE CONSIDERATIONS		
1. Covered Truck/Trailer Parking 5 Bays	2,000	* Exterior/Covered * Overnight storage for service truck and equipment trailer (35 foot combined) * 40 by 10 feet ideal bay dimension * Bay height 14 feet
2. Pipe Storage 6 Racks/3 tiers each	1,000	* Exterior/Racks * Various size pipe (steel and plastic) * 10 foot lengths
3. Truck Docking	1,200	* Single Truck Access * Consider utilizing existing Electric Ops Truck Dock * 10 foot lengths
4. Large Valve / Fitting Storage	300	* Exterior/Covered * Various size fittings / hydrants
5. Truck Wash Bay	480	* Exterior/Preferably Covered 40 by 12 feet * Drain through oil/water separator * Could be adjacent truck/trailer parking
6. Vehicle Parking	8,400	* Exterior * 4 service trucks * 20 employee / contractor
7. Chemical Storage	500	* Caustic cleaners in 5 gallon buckets on approximately 10 pallets * Rack storage possibility * Spill containment required
8. Spent Pallet Storage	500	* Temporary storage for used pallets * Pallets are disposed
Water Operations Subtotal SF	14,380	
Circulation (20%)	2,876	
Water Ops Site Total SF	**17,256**	

PROGRAM SPACES	SQUARE FOOTAGE	CRITERIA
ELECTRIC OPERATIONS		
1. **Engineering**	150	* Jason Horner * Existing space at Electric Operations Facility
2. **Procurement**	168	* Scott Rivers * Existing space at Electric Operations Facility
3. **Project Manager**	120	* Andrew Negal * Minimal office space can be shared with locator engineering * Primarily field work * Maps storage required * Plotter / Copier
4. **Foreman**	150	* David Leal * Existing space at Electric Operations Facility
5. **Engineering Associate**	100	* Madison Smith * Existing space at Electric Operations Facility
6. **Resource/Library**	100	* Existing space at Electric Operations Facility * Code / Compliance manuals * Small study table * Computer work station
7. **War Room**	360	* Existing space at Electric Operations Facility; Emergency Operations Center * Smartboard & Project Capability * Relocated Scata * Plotter / Copier / Maps
8. **Break Room**	300	* Existing space at Electric Operations Facility * Equipment: Refrigerator Single Sink Microwaves (2) Base and Wall Cabinets * Could be shared with Water Operations
9. **Stock Manager**	100	* Existing space at Electric Operations Facility * Directly adjacent Warehouse
10. **Toilets**	280	* Male and Female * Could be shared with Electric Operations * Code: Male & Female Water Closet - 1:25 first 50; 1:50 remainder exceeding 50 Lavatory - 1:40 first 80; 1 per 80 remainder exceeding 80 * Existing facilities at Electric Operations adequate per code. Convenience could be problematic for Water Operations.

PROGRAM SPACES	SQUARE FOOTAGE	CRITICIA
11. Warehouse	5,850	* Existing space * Rack storage of electrical parts * Starkville Utilities desires NO changes made to existing warehouse
12. Truck Bays	7,200	* Existing space * 10 Truck bays * Electric Operations currently has 6 line trucks * Electric Operations currently has 5 service trucks * Starkville Utilities desires NO changes made to existing truck bays
13. Crew Chief (2 @ 100)	200	* Space is currently vacant and potentially available to Water Operations
14. Crew Chief	100	* Space is currently vacant and potentially available to Water Operations
15. Meter Testing	315	* Space is currently 50% utilitized and potentially available to Water Operations
16. Meter Superintendent	100	* Space is currently vacant and potentially available to Water Operations
17. Meter Storage	265	* Space is currently 50% utilitized and potentially available to Water Operations
18. Lockers	125	* Space is currently vacant and potentially available to Water Operations
Electric Subtotal SF	15,983	
Structure/M&E/Circulation (30%)	4,795	
Electric Operations Total SF	**20,778**	
ELECTRIC SITE CONSIDERATIONS		
1. Loading Dock	1,800	* Existing single- recessed dock on west end of warehouse * Dock is reportedly rarely used
2. Storage Yard	17,000	* Electrical supplies including lighting, boxes and poles are located along the perimeter access road due north and east of the existing facility.
3. Parking	7,000	* 19 spaces existing at the southeast corner of the facility. Approximately 20 employees currently require parking. Additional parking is available to the south and east along the access drive. * Electrical supplies including lighting, boxes and poles are located along the perimeter access road due north and east of the existing facility.
Electric Ops Site Subtotal SF	25,800	Available Property * Parcel 1 - Approximately 21 AC * Parcel 2 - Approximately 2.2 AC
Circulation (20%)	5,160	
Electric Site Total SF	**30,960**	
BUILDING SQUARE FOOTAGE SUMMARY		
Water Ops Total SF	**9,522**	
Electric Ops Total SF	**20,778**	
Operations Total SF	**30,300**	

PROPOSED CONCEPT

Starkville UTILITIES
CONNECT

JBHM Architecture

Starkville Utilities - Water / Electric Operations Consolidation
Project Budget Estimate - November 27, 2019

JBHM ARCHITECTS
www.jbhm.com

Construction

1-	Site Prep - Soil / Paving / Drainage	1 LS @	$210,000	Per LS =	$210,000
2-	Selective Building Demolition	1 LS @	$10,000	Per LS =	$10,000
3-	Building Construction				
	Training Facility	4,250 SF @	$153	per SF =	$650,250
	Water Ops Warehouse	3,400 SF @	$82	per SF =	$278,800
	Truck/Equipment Storage	2,500 SF @	$50	per SF =	$125,000
4-	Building Renovation	1,900 SF @	$45	per SF =	$85,500
	SUBTOTAL ESTIMATED CONSTRUCTION COST				$1,359,550
5-	A/E Fees (7%)				$95,169
6-	Site Survey				$5,000
7-	Geotechnical Investigation				$8,000
8-	Construction Materials Testing				$15,000
9-	Furniture and Equipment Allowance	1 LS @	$65,000	Per LS =	$65,000
10-	Estimate Contingency (10%)				$148,272
11-	TOTAL ESTIMATED PROJECT COST				$1,695,990
	Project Budget				$1.65M - $1.75M

ANNOUNCEMENTS AND COMMENTS:

MAYOR'S COMMENTS: Mayor Spruill noted the Greater Starkville Development Partnership awards banquet was currently ongoing and that the Starkville Parks and Recreation Department had received the crystal pineapple for tourism.

BOARD OF ALDERMEN COMMENTS: Alderman Carver noted the Starkville Parks and Recreation Challenger program is a good idea and need for the community. He encouraged any families with special needs children to call and get more information on the program.

CITIZEN COMMENTS:

Alvin Turner, Ward 7, noted the primary election is March 10, 2020 and encouraged everyone to vote. He also noted 2020 is the year of the Census and they are still in need of workers. He also expressed his concern with the new Starkville Utilities kiosk machine.
Hagan Walker, GSPD CEO, described the improvements planned for Fire Station Park and thanked the City for allowing them to use the park.
Ann Burchfield, W6, thanked Starkville Utilities, GTPDD and Vice Mayor Perkins for work recently completed on Roundhouse Road.
Phillip Carter, new Director of the Starkville Library, introduced himself to the Board and welcomed any ideas and participation for the future direction of the library.
Kayla Williams and Vincent Lee, MYC, noted the upcoming February 21 bus drivers' breakfast and the March 7 clothing drive the Mayor's Youth Council will be conducting.

PUBLIC APPEARANCES: None

PUBLIC HEARINGS: None

27. CONSIDERATION OF AUTHORIZING THE ISSUANCE OF A GENERAL OBLIGATION BOND OF THE CITY OF STARKVILLE, MISSISSIPPI, ISSUED IN ONE OR MORE FEDERALY TAXABLE OR TAX-EXEMPT SERIES, NOT TO EXCEED TWENTY-FIVE MILLION DOLLARS ($25,000,000), FOR SALE TO THE MISSISSIPPI DEVELOPMENT BANK FOR THE PURPOSE OF AQUIRING REAL PROPERTY AND CONSTRUCTING, EQUIPPING, OWNING, OPERATING, LEASING, FURNISHING, MAINTAINING, AND MARKETING NEW AND EXISTING SPORTS TOURNAMENT AND RECREATIONAL FACILITIES OF THE MUNICIPALITY AND RELATED PURPOSES.

A motion was offered by Alderman Sistrunk for the approval of a Resolution of the Mayor and Board of Aldermen of the City of Starkville, Mississippi, authorizing the issuance of General Obligation Bonds of the City of Starkville, Mississippi, issued in one or more federally taxable or tax-exempt series, in a total aggregate principal amount of not to exceed twenty-five million dollars ($25,000,000), for sale to the Mississippi Development Bank, to provide funds for the purposes of acquiring real property and constructing, equipping, owning, operating, leasing, furnishing, maintaining, and marketing new and existing sports tournament and recreational facilities of the Municipality and for related purposed and that Raymond James serve as the underwriter for the bonds. The motion was seconded by Alderman Little and the Board voted as follows:

Alderman Ben Carver	Voted: Nay
Alderman Sandra Sistrunk	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Hamp Beatty	Voted: Yea
Alderman Roy A'. Perkins	Voted: Nay
Alderman Henry Vaughn, Sr.	Voted: Nay

Having received a majority affirmative vote, Mayor Spruill declared the motion passed.

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, AUTHORIZING THE ISSUANCE OF A GENERAL OBLIGATION BOND OF THE CITY OF STARKVILLE, MISSISSIPPI, ISSUED IN ONE OR MORE FEDERALLY TAXABLE OR TAX-EXEMPT SERIES, IN A TOTAL AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED TWENTY-FIVE MILLION DOLLARS ($25,000,000), FOR SALE TO THE MISSISSIPPI DEVELOPMENT BANK, TO PROVIDE FUNDS FOR THE PURPOSE OF ACQUIRING REAL PROPERTY AND CONSTRUCTING, EQUIPPING, OWNING, OPERATING, LEASING, FURNISHING, MAINTAINING, AND MARKETING NEW AND EXISTING SPORTS TOURNAMENT AND RECREATIONAL FACILITIES OF THE MUNICIPALITY AND FOR RELATED PURPOSES, AND FOR THE PURPOSE OF ERECTING MUNICIPAL BUILDINGS, AUDITORIUMS, COMMUNITY CENTERS, GYMNASIUMS AND ATHLETIC STADIUMS, PREPARING AND EQUIPPING ATHLETIC FIELDS, AND PURCHASING BUILDINGS OR LAND THEREFOR, AND FOR REPAIRING, IMPROVING, ADORNING AND EQUIPPING THE SAME; ERECTING OR PURCHASING WATERWORKS, GAS, ELECTRIC AND OTHER PUBLIC UTILITY PLANTS OR DISTRIBUTION SYSTEMS OR FRANCHISES, AND REPAIRING, IMPROVING AND EXTENDING THE SAME; ESTABLISHING SANITARY, STORM, DRAINAGE OR SEWERAGE SYSTEMS, AND REPAIRING, IMPROVING AND EXTENDING THE SAME; PROTECTING THE MUNICIPALITY, ITS STREETS AND SIDEWALKS FROM OVERFLOW, CAVING BANKS AND OTHER LIKE DANGERS; CONSTRUCTING, IMPROVING OR PAVING STREETS, SIDEWALKS, DRIVEWAYS, PARKWAYS, WALKWAYS OR PUBLIC PARKING FACILITIES, AND PURCHASING LAND THEREFOR; PURCHASING LAND FOR PARKS AND PUBLIC PLAYGROUNDS, AND IMPROVING, EQUIPPING AND ADORNING THE SAME, INCLUDING THE CONSTRUCTING, REPAIRING AND EQUIPPING OF SWIMMING POOLS AND OTHER RECREATIONAL FACILITIES; CONSTRUCTING BRIDGES AND CULVERTS; ALTERING OR CHANGING THE CHANNELS OF STREAMS AND WATER COURSES TO CONTROL, DEFLECT OR GUIDE THE CURRENT THEREOF; PURCHASING FIRE-FIGHTING EQUIPMENT AND APPARATUS, AND PROVIDING HOUSING FOR SAME, AND PURCHASING LAND THEREFOR; PURCHASING MACHINERY AND EQUIPMENT WHICH HAVE AN EXPECTED USEFUL LIFE IN EXCESS OF TEN (10) YEARS; PRESCRIBING THE FORM AND DETAILS OF THE BOND; PROVIDING CERTAIN COVENANTS OF THE MUNICIPALITY IN CONNECTION WITH THE BOND AND DIRECTING THE PREPARATION, EXECUTION, AND DELIVERY THEREOF; AUTHORIZING THE SALE OF THE BOND TO THE MISSISSIPPI DEVELOPMENT BANK; APPROVING THE FORM OF AND THE EXECUTION AND DELIVERY OF A QUALIFIED OBLIGATION PURCHASE AGREEMENT AND CERTAIN OTHER DOCUMENTS IN CONNECTION WITH THE SALE OF THE BOND; APPROVING THE FORM OF AND AUTHORIZING THE

DISTRIBUTION OF A PRELIMINARY OFFICIAL STATEMENT AND THE PREPARATION AND DISTRIBUTION OF A FINAL OFFICIAL STATEMENT IN CONNECTION WITH THE BOND AND THE MISSISSIPPI DEVELOPMENT BANK SPECIAL OBLIGATION BONDS, SERIES 2020 (STARKVILLE, MISSISSIPPI, PARKS AND RECREATION GENERAL OBLIGATION BOND PROJECT), ISSUED IN ONE OR MORE FEDERALLY TAXABLE OR TAX-EXEMPT SERIES, IN A TOTAL AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED TWENTY-FIVE MILLION DOLLARS ($25,000,000); APPROVING THE FORM OF AN INDENTURE OF TRUST FOR THE BANK BONDS; AUTHORIZING AND APPROVING THE FORM OF AND THE EXECUTION AND DELIVERY OF A BOND PURCHASE AGREEMENT AND CERTAIN OTHER DOCUMENTS IN CONNECTION WITH THE BANK BONDS; AUTHORIZING BOND INSURANCE AND RATINGS AND AUTHORIZING COVENANTS WITH RESPECT THERETO; AND FOR RELATED PURPOSES.

WHEREAS, 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, together, the Authority Act, the Municipal Improvements Act, the Bank Act, and other applicable laws of the State.

"Authority Act" shall mean, together, Senate Bill 3012, as approved by the Legislature of the State in its Regular Session 2018 and signed by the Governor of the State on March 27, 2018 and House Bill No. 1565, as approved by the Legislature of the State in its Regular Session 2019 and signed by the Governor of the State on April 3, 2019.

"Bank" shall mean the Mississippi Development Bank.

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

"Bank Bonds" shall mean the not to exceed $26,000,000 Mississippi Development Bank Special Obligation Bonds, Series 2020 (Starkville, Mississippi, Parks and Recreation General Obligation Bond Project), issued in one or more federally taxable or tax-exempt series, in a total aggregate principal amount of not to exceed Twenty-Five Million Dollars ($25,000,000), and authorized to be issued by the Bank pursuant to the Bank Act and the terms and conditions of the Indenture.

"Bond Counsel" shall mean Jones Walker LLP, Jackson, Mississippi.

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

"City Clerk" shall mean the City Clerk of the Municipality.

"Code" shall mean the Internal Revenue Code of 1986 in effect on the date of issuance of the Bank Bonds and the Qualified Obligation, and the applicable regulations or rulings promulgated or proposed thereunder, and any successor thereto, as such may be amended from time to time.

"Counsel to the Municipality" shall mean Christopher J. Latimer, of Mitchell, McNutt & Sams, P.A., Tupelo, Mississippi.

"General Municipal Improvements Authorized Purpose" shall mean providing funds for the purpose of erecting municipal buildings, auditoriums, community centers, gymnasiums and athletic stadiums, preparing and equipping athletic fields, and purchasing buildings or land therefor, and for repairing, improving, adorning and equipping the same; erecting or purchasing waterworks, gas, electric and other public utility plants or distribution systems or franchises, and repairing, improving and extending the same; establishing sanitary, storm, drainage or sewerage systems, and repairing, improving and extending the same; protecting the municipality, its streets and sidewalks from overflow, caving banks and other like dangers; constructing, improving or paving streets, sidewalks, driveways, parkways, walkways or public parking facilities, and purchasing land therefor; purchasing land for parks and public playgrounds, and improving, equipping and adorning the same, including the constructing, repairing and equipping of swimming pools and other recreational facilities; constructing bridges and culverts; altering or changing the channels of streams and water courses to control, deflect or guide the current thereof; purchasing fire-fighting equipment and apparatus, and providing housing for same, and purchasing land therefor; purchasing machinery and equipment which have an expected useful life in excess of ten (10) years.

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

"Interest Payment Date" shall mean the interest payment dates for the Bank Bonds as described in the Indenture.

"Mayor" shall mean the Mayor of the Municipality.

"Municipality" shall mean the City of Starkville, Mississippi.

"Municipal Advisor" shall mean Government Consultants, Inc., Madison, Mississippi, as Independent Registered Municipal Advisor.

"Municipal Improvements Act" shall mean Sections 21-33-301 *et seq.*, Mississippi Code of 1972, as amended.

"Municipality Bond Resolution" shall mean this resolution.

"Parks and Recreation Bond Fund" shall mean the "City of Starkville, Mississippi, General Obligation Parks and Recreation Bond Fund" provided for in Section 17 hereof.

"Parks and Recreation Improvements Fund" shall mean the "City of Starkville, Mississippi, General Obligation Parks and Recreation Improvements Fund" provided for in Section 18 hereof.

"Paying Agent" shall mean any bank, trust company or other institution hereafter designated by the Governing Body for the payment of the principal of and interest on the Qualified Obligation and designated by the Governing Body for the registration of the owner of the Qualified Obligation and for the performance of such other duties as may be herein or hereafter specified by the Governing Body. The Paying Agent shall initially be the Trustee.

"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 funds for the purpose of: (a) the Special Tax Authorized Purpose, (b) the General Municipal Improvements Authorized Purpose, and (c) other authorized purposes under the Act, including paying capitalized interest, funding a debt service reserve fund, and paying the costs of issuance for the Bank Bonds and the Qualified Obligation.

"Qualified Obligation" shall mean the General Obligation Bond, Series 2020, of the Municipality, issued in one or more federally taxable or tax-exempt series, in a total aggregate principal amount of not to exceed Twenty-Five Million Dollars ($25,000,000), authorized and directed to be issued by this Municipality Bond Resolution.

"Qualified Obligation Payments" shall mean the payments required of the Municipality hereunder as provided in Sections 8 and 17 hereof.

"Record Date Registered Owner" shall mean the Registered Owner of the Qualified Obligation as of the Record Date.

"Record Date" shall have the meaning given to it in the Indenture.

"Registered Owner" or "Bondholder" shall mean the Person whose name shall appear in the registration records of the Municipality maintained by the Paying Agent and shall initially be the Trustee as assignee of the Bank as provided for in the Indenture.

"Special Sales Tax" shall mean, together, that portion of the two percent (2%) of the gross income of restaurants derived from retail sales of prepare food, alcoholic and nonalcoholic beverages dedicated to Starkville parks to be expended for park and recreational improvements and the additional one percent (1%) economic development, tourism, and convention tax on the gross income of restaurants derived from retail sales of prepared food, alcoholic beverages, and nonalcoholic beverages, and from gross income derived from lodging at hotels and motels within the Municipality for the purpose of the "construction, maintenance, operation, and promotion of recreation and sports tournament facilities" within the Municipality.

"Special Sales Tax Authorized Purpose" shall mean providing funds for acquiring real property and constructing, equipping, owning, operating, leasing, furnishing, maintaining, and marketing new and existing sports tournament and recreational facilities of the Municipality, and for related purposes as authorized by the Authority Act, and to pay the principal of and interest on bonds issued pursuant to the Authority Act.

"State" shall mean the State of Mississippi.

“Trustee” shall mean the state banking corporation or national banking association with corporate trust powers qualified to act as Trustee under the Indenture which may be designated (originally or as a successor) as Trustee for the owners of the Bank Bonds. The initial Trustee shall be appointed by the Bank and approved by the Mayor on behalf of the Municipality.

“Underwriter” shall mean Raymond James & Associates, Inc., Memphis, Tennessee, as underwriter of the Bank Bonds.

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 such word or term; and

WHEREAS, on November 6, 2018, the Governing Body of the Municipality adopted a resolution stating its intent to levy an additional one percent (1%) economic development, tourism, and convention tax on the gross income of restaurants derived from retail sales of prepared food, alcoholic beverages, and nonalcoholic beverages, and from gross income derived from lodging at hotels and motels within the Municipality (the “Special Sales Tax”) for the “construction, maintenance, operation, and promotion of recreation and sports tournament facilities” within the Municipality; and

WHEREAS, House Bill No. 1565, as approved by the Legislature of the State (the “Legislature”) in its Regular Session 2019 and signed by the Governor (the “Governor”) of the State on April 3, 2019 (the “Authority Act”), authorized an election on the question of levying the Special Sales Tax for the purpose of providing funds to “acquire real property and constructing, equipping, owning, operating, leasing, furnishing, maintaining, and marketing new and existing sports tournament and recreational facilities and for related purposes, and/or pay the principal of and interest on indebtedness incurred” pursuant to the Authority Act; and

WHEREAS, on April 16, 2019, the Governing Body of the Municipality adopted a resolution calling for a special election on the issue of levying the Special Sales Tax for the Special Sales Tax Authorized Purpose; and

WHEREAS, after adoption of the resolution of April 16, 2019, and publication of notice of such election pursuant to the Authority Act, the citizens of the Municipality approved the aforesaid tax levy by election on May 30, 2019; and

WHEREAS, on June 4, 2019, the Governing Body of the Municipality adopted a resolution calling for the levy of the Special Sales Tax beginning on August 1, 2019, and forwarded a copy to the Mississippi Department of Revenue; and

WHEREAS, on August 20, 2019, the Governing Body of the Municipality adopted a resolution declaring the official intent of the Municipality to reimburse the Municipality’s general fund or any special sales tax fund for expenditures made for the Project prior to the issuance of the Qualified Obligation with the proceeds of the Qualified Obligation to the extent permitted by Section 1.150-2 of the Treasury Regulations (the “Reimbursement Regulations”); and

WHEREAS, pursuant to the Authority Act, the proceeds of the Special Sales Tax shall not be considered as general fund revenues but shall be dedicated to and expended solely for the Special Sales Tax Authorized Purpose; and

WHEREAS, pursuant to the Authority Act, the Governing Body of the Municipality is authorized to issue general obligation bonds of the Municipality or incur other indebtedness in an aggregate principal amount that is not in excess of an amount for which debt service is capable of being funded by the proceeds of the Special Sales Tax; and

WHEREAS, pursuant to the Authority Act, the general obligation bonds issued pursuant to the Authority Act shall not be included in the limitation on indebtedness imposed in the Municipal Improvements Act or any other limitation on indebtedness of the Municipality; and

WHEREAS, any bonds issued pursuant to the provisions of the Act and income therefrom shall be exempt from all taxation of the State; and

WHEREAS, Sections 1 through 4 of the Authority Act, including the authority to levy the Special Sales Tax shall be repealed from and after July 1, 2029, subject to renewal and extension by the Legislature; and

WHEREAS, the Governing Body, acting for and on behalf of the Municipality, is also authorized under the Act to issue its general obligation bonds for the General Municipal Improvements Authorized Purpose; and

WHEREAS, the Governing Body, acting for and on behalf of the Municipality, is authorized under the Act to issue its general obligation bonds for sale to the Mississippi Development Bank (the "Bank") in such amount as it may find necessary and proper in order to provide funds for the costs of the Project and to secure such general obligation bond with the full faith, credit, and taxing power of the Municipality; and

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

WHEREAS, the Municipality is a "local governmental unit" under the Bank Act; and

WHEREAS, pursuant to the provisions of the Act, and by resolution adopted September 17, 2019, the Governing Body declared its intention to issue its general obligation bond or bonds or obtain a loan from the Bank to provide funds for the Authorize Purposes, and directed that said resolution be published three times in the *Starkville Daily News*, a newspaper published in and having a general circulation in the Municipality, and being a qualified newspaper under the provisions of Section 13-3-31, Mississippi Code of 1972, as amended, said notice having been published in said newspaper on September 24, 2019, October 1, 2019, and October 8, 2019, as evidenced by the publisher's affidavit attached hereto as **Exhibit A**; and

WHEREAS, said resolution was duly published once a week for at least three (3) consecutive weeks, the first publication having been made not less than twenty-one (21) days prior to October 15, 2019, being the date set for the filing of protests on the matter of authorizing the issuance of the general obligation bond or bonds or obtaining the loan, and the last publication having been made not more than seven (7) days prior to such date, all without an election thereon, as evidenced by the publisher's affidavit attached hereto as **Exhibit A**; and

WHEREAS, on or prior to the hour specified on said date, no protest against the issuance of the general obligation bond or bonds or obtaining the loan, or any petition that an election be called on the question of the issuance of the general obligation bond or bonds or obtaining the loan was filed, and no such protest or petition has been filed as of the time and date of adoption of this resolution against the issuance of the issuance of the general obligation bond or bonds or obtaining the loan; and

WHEREAS, it would be in the best interest of the Municipality for the Governing Body to provide funding for a portion of the costs of the Project through the issuance of a general obligation bond of the Municipality to be sold to the Bank in accordance with the Bank Act; and

WHEREAS, after careful study and investigation by the Governing Body, it appears to be in the best interest of the citizens of the Municipality for the Municipality to issue its General Obligation Bond, Series 2020, issued in one or more federally taxable or tax-exempt series, in a total aggregate principal amount of not to exceed Twenty-Five Million Dollars ($25,000,000) (the "Qualified Obligation"), and to authorize the sale of the Qualified Obligation to the Bank; and

WHEREAS, the Bank will issue its Special Obligation Bonds, Series 2020 (Starkville, Mississippi, Parks and Recreation General Obligation Bond Project), issued in one or more federally taxable or tax-exempt series, in a total aggregate principal amount of not to exceed Twenty-Five Million Dollars ($25,000,000) (the "Bank Bonds"), and will use a portion of the proceeds thereof to purchase the Qualified Obligation; and

WHEREAS, the issuance of the Qualified Obligation and the Bank Bonds for the purpose of providing funding for the Project will result in a substantial public benefit to the citizens of the Municipality; and

WHEREAS, the Governing Body is now desirous of proceeding with the issuance of the Qualified Obligation and the purchase thereof by the Bank with the proceeds of the Bank Bonds; and

WHEREAS, the Bank Bonds will be issued pursuant to and secured by an Indenture of Trust (the "Indenture"), by and between the Bank and a trustee to be determined (the "Trustee"); and

WHEREAS, the Qualified Obligation will be sold to the Bank pursuant to the terms and provisions of this resolution directing the issuance of the Qualified Obligation (the "Municipality Bond Resolution", the Act, and a Qualified Obligation Purchase Agreement by and between the Bank and the Municipality (the "Qualified Obligation Purchase Agreement"); and

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

WHEREAS, the Bank Bonds will be sold to the Underwriter, pursuant to the terms and provisions of a Bond Purchase Agreement, to be dated as of the date of the sale of the Bank Bonds (the "Bond Purchase Agreement"), by and among the Bank, the Underwriter, and the Municipality; and

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

(a) the Indenture under which the Bank Bonds will be issued and by which they will be secured, in substantially the form attached hereto as **Exhibit B**; and

(b) the Qualified Obligation Purchase Agreement providing for the sale of the Qualified Obligation to the Bank, in substantially the form attached hereto as **Exhibit C**; and

(c) the Bond Purchase Agreement providing for the sale of the Bank Bonds to the Underwriter, in substantially the form attached hereto as **Exhibit D**; and

(d) the Bank's Preliminary Official Statement (the "Preliminary Official Statement") describing the Bank Bonds, the Qualified Obligation, the terms of the Indenture, and other matters in connection with the issuance and sale of the Bank Bonds and the Qualified Obligation, in substantially the form attached hereto as **Exhibit E**; and

(e) a Continuing Disclosure Agreement (the "Continuing Disclosure Agreement"), in connection with the Bank Bonds, by and among the Bank, the Municipality, and the Trustee, dated the date of issuance and delivery of the Bank Bonds, in substantially the form attached to the Preliminary Official Statement attached hereto as **Exhibit E**; and

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

WHEREAS, upon approval by the Bank, the Preliminary Official Statement will be distributed to the Underwriter for use in connection with the sale of the Bank Bonds; and

WHEREAS, all conditions, acts, and things required by the Act and the Constitution and laws of the State to have existed, to have happened, and to have been performed precedent to and in connection with the adoption of this Municipality Bond Resolution, the issuance and sale of the Qualified Obligation to the Bank, the issuance and sale of the Bank Bonds, the execution by the Municipality of the Indenture, the Bond Purchase Agreement, the Qualified Obligation Purchase Agreement, and the Continuing Disclosure Agreement, and the distribution of the Preliminary Official Statement have happened and have been performed in regular and due time, form, and manner as required by law; and

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

WHEREAS, it is advisable and in the public interest to authorize the Mayor to arrange for a bond rating for the Qualified Obligation and the Bank Bonds in the event that said officer determines that obtaining any such rating is in the best interests of the Municipality; the Governing Body should authorize the obtaining of such rating, the execution of any documents necessary or appropriate for such purpose, and the commitment to pay the fees and usual costs pertaining to any such bond rating by the Mayor if such officer determines any such bond rating to be in the best interest of the Municipality.

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

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

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

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

SECTION 3. The Governing Body, acting for and on behalf of the Municipality, does hereby find and declare that the issuance and sale of the Qualified Obligation is necessary and advisable and conforms to the Act.

SECTION 4. The Qualified Obligation is hereby authorized and ordered to be prepared and issued to provide funds for the Project as authorized by the Act. The Governing Body is authorized and empowered by the provisions of the Act to issue the Qualified Obligation without an election on the question of the issuance thereof and is authorized to issue the Qualified Obligation pursuant to the Act or as may otherwise be provided by law.

SECTION 5. The Governing Body hereby further authorizes and approves the sale of the Qualified Obligation to the Bank pursuant to the terms and provisions of the Qualified Obligation Purchase Agreement and based upon the terms and conditions of the sale of the Bank Bonds by the Bank to the Underwriter. The Bank Bonds are being sold to the Underwriter pursuant to the terms and provisions of the Bond Purchase Agreement.

SECTION 6. The Governing Body does hereby find and determine that the Qualified Obligation and the Bank Bonds are being issued to provide financing for the costs of the Project.

SECTION 7. In consideration of the purchase and acceptance of the Qualified Obligation by those who shall hold the same from time to time, this Municipality Bond Resolution shall constitute a contract between the Municipality and the Registered Owner from time to time of the Qualified Obligation. The pledge made herein and the covenants and agreements herein set forth to be performed on behalf of the Municipality for the benefit of the Registered Owner shall be for the equal benefit, protection, and security of the Registered Owner, all of which, regardless of the time or times of its authentication and delivery or maturity, shall be of equal rank without preference, priority, or distinction.

SECTION 8. (a) Payments of interest on the Qualified Obligation shall be made to the Record Date Registered Owner, and payments of principal shall be made to the Record Date Registered Owner in lawful money of the United States of America upon presentation of the Qualified Obligation at the corporate trust office of the Paying Agent.

(b) The Qualified Obligation shall be dated the date of its delivery; shall be issued as a fully registered bond in a single denomination equal to the principal amount thereof; shall be numbered R-1; shall bear interest from the date thereof at the rate or rates borne by the Bank Bonds (as provided in the Indenture) which rate or rates shall be reviewed by the Municipal Advisor and determined to be reasonable under then current market conditions, payable on each Interest Payment Date, subject to the limitation that the Qualified Obligation shall not bear a greater overall interest rate to maturity than eleven percent (11%) per annum; and shall mature and become due and payable in the same manner and at the same dates and times as provided for the Bank Bonds (as provided in the Indenture); provided, however, that the final maturity for the Qualified Obligation shall be no later than thirty (30) years from its date of issuance unless earlier redeemed as provided for in this Municipality Bond Resolution and in the Indenture.

(c) The Qualified Obligation is subject to redemption prior to maturity only at the times, to the extent, in the manner, and as otherwise provided for the Bank Bonds in the Indenture. The Municipality shall provide proper notices to the Bank and the Trustee as provided in the Indenture in the event the Municipality elects to redeem the Qualified Obligation or any portion thereof, and redemption of the Qualified Obligation or any portion thereof shall be as provided in this Section and in the Indenture. It is intended that redemption of the Qualified Obligation may only occur through the processes provided in the Indenture, and the Municipality hereby accepts such redemption provisions by this reference.

(d) A default in the due and punctual payment of any interest or principal on the Qualified Obligation or a default by the Municipality under this Municipality Bond Resolution is an “Event of Default” under the Indenture entitling the Trustee to exercise certain remedies under the Indenture, including, but not limited to, the acceleration of all principal and interest due and owing on the Bank Bonds outstanding. In the event the Trustee exercises such remedies under the Indenture, the principal and interest due and owing on the Qualified Obligation may be accelerated in accordance with the Indenture and the Municipality shall cause the Qualified Obligation to be redeemed and paid in full.

SECTION 9. (a) When the Qualified Obligation shall have been validated and executed as herein provided, it shall be registered as an obligation of the Municipality in the office of the City Clerk in a record maintained for that purpose, and the City Clerk shall cause to be imprinted upon the Qualified Obligation, over such official's manual or facsimile signature and manual or facsimile seal, its certificate in substantially the form set out in Section 11 hereof.

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

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

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

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

(ii) an authorization to the Paying Agent, signed by the Mayor or the City Clerk, to authenticate and deliver the Qualified Obligation to the Bank; and

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

(e) At delivery, the Paying Agent shall authenticate the Qualified Obligation and deliver it to the Bank upon payment of the purchase price of the Qualified Obligation to the Municipality in accordance with the Qualified Obligation Purchase Agreement.

SECTION 10. (a) The Municipality hereby designates the Trustee as the Paying Agent for the Qualified Obligation. The Municipality specifically reserves the right to hereafter designate a separate Paying Agent in its discretion, subject, however to the terms and conditions of the Indenture, and as hereinafter provided.

(b) So long as the Qualified Obligation shall remain outstanding, the Municipality shall maintain with the Paying Agent records for the registration and transfer of the Qualified Obligation. The Paying Agent is hereby appointed registrar for the Qualified Obligation, in which capacity the Paying Agent shall register in such records and permit to be transferred thereon, under such reasonable regulations as may be prescribed, the Qualified Obligation if entitled to registration or transfer.

(c) The Municipality shall pay or reimburse the Paying Agent for reasonable fees and expenses for services normally rendered and expenses normally incurred and customarily paid to Paying Agents and bond registrars, unless otherwise agreed to by the Municipality and the Paying Agent. Fees and reimbursements for extraordinary services and expenses, so long as not occasioned by the negligence, misconduct, or willful default of the Paying Agent, shall be made by the Municipality on a case-by-case basis, subject, where not prevented by emergency or other exigent circumstances, to the prior written approval of the Governing Body.

(d) A Paying Agent may at any time resign and be discharged of the duties and obligations of the function of Trustee and Paying Agent pursuant to the terms and conditions stated in the Indenture.

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

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

(g) The provisions of the Indenture shall govern the acceptance of any appointment of a successor Paying Agent.

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

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

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

SECTION 11. The Qualified Obligation shall be in substantially the following form and the Mayor and the City Clerk are hereby authorized and directed to make such changes, insertions, and omissions therein as may in their opinions be required:

THIS QUALIFIED OBLIGATION HAS BEEN ASSIGNED TO __________, __________, __________, AS TRUSTEE (THE "TRUSTEE") UNDER AN INDENTURE OF TRUST, (THE "INDENTURE") DATED AS OF ___________, BY AND BETWEEN THE MISSISSIPPI DEVELOPMENT BANK AND THE TRUSTEE. THIS QUALIFIED OBLIGATION IS REGISTERED IN THE NAME OF THE TRUSTEE AND IS NON-TRANSFERRABLE EXCEPT AS PERMITTED IN THE INDENTURE.

UNITED STATES OF AMERICA
STATE OF MISSISSIPPI
CITY OF STARKVILLE, MISSISSIPPI
GENERAL OBLIGATION BOND, SERIES 2020

NO. R-____ **$_______**

Rate of Interest	Maturity	Date of Original Issue
Semiannually, as set forth herein	__________, 20__	__________, 20__

REGISTERED OWNER: **_____________________,**
As Assignee of the Mississippi Development Bank

PRINCIPAL AMOUNT: **____________________ DOLLARS**

The City of Starkville, Mississippi (the "Municipality"), a body politic existing under the Constitution and laws of the State of Mississippi, acknowledges itself to owe and for value received, promises to pay in lawful money of the United States of America to the Registered Owner identified above, upon the presentation and surrender hereof, at the corporate trust office of __________, __________, __________, or its successor, as Paying Agent (the "Paying Agent") for the General Obligation Bond, Series 2020 of the Municipality (this "Qualified Obligation"), on the maturity date identified above, the principal amount identified above. Payment of the principal amount of this Qualified Obligation shall be made to the Registered Owner hereof who shall appear in the registration records of the Municipality maintained by __________, __________, __________, or its successor, as Paying Agent for the Qualified Obligation (the "Paying Agent") at the times and periods as provided in the Indenture (as defined herein).

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

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

This Qualified Obligation is issued under the authority of the Constitution and statutes of the State of Mississippi, including House Bill No. 1565, as approved by the Legislature of the State of Mississippi (the "Legislature" of the "State") in its Regular Session 2019 and signed by the Governor (the "Governor") of the State on April 3, 2019 (the "Authority Act"), Sections 21-33-301 *et seq.*, Mississippi Code of 1972, as amended (the "Municipal Improvements Act"), Sections 31-25-1 *et seq*., Mississippi Code of 1972, as amended (the "Bank Act"), and other applicable laws of the State (together, the "Act"), and by the further authority of proceedings duly had by the Mayor and Board of Aldermen of the Municipality, including a resolution adopted on __________, 20__ (the "Municipality Bond Resolution").

This Qualified Obligation is issued in the aggregate authorized principal amount of _____________________ Dollars ($_________) to provide funds for the purposes set forth in the Municipality Bond Resolution, including, but not limited to (a) the Special Tax Authorized Purpose (as defined in the Municipality Bond Resolution), (b) the General Municipal Improvements Authorized Purpose (as defined in the Municipality Bond Resolution), and (c) other authorized purposes under the Act, including paying capitalized interest, funding a debt service reserve fund, and paying the costs of issuance for the Bank Bonds and the Qualified Obligation (the "Project").

The Municipality will duly and punctually pay the principal of, premium, if any, and interest on this Qualified Obligation at the dates and the places and in the manner mentioned in the Municipality Bond Resolution, according to the true intent and meaning thereof. Notwithstanding any schedule of payments upon the Qualified Obligation, the Municipality agrees to make payments upon the Qualified Obligation and be liable therefor at such times and in such amounts (including principal, premium, if any, and interest) so as to provide for payment of the principal of, premium, if any, and interest on the $_____________ Mississippi Development Bank Special Obligation Bonds, Series 2020 (Starkville, Mississippi, Parks and Recreation General Obligation Bond Project) (the "Bank Bonds"), outstanding under the Indenture of Trust, by and between the Mississippi Development Bank and __________, __________, __________, as trustee (the "Trustee"), dated as of ___________, 20__ (the "Indenture"), when due whether upon a scheduled Interest Payment Date or at maturity.

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

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

This Qualified Obligation shall be a general obligation of the Municipality payable as to principal of, premium, if any, and interest out of and secured by a special tax to be levied annually by the Municipality, without limitation as to time, rate or amount, upon all of the taxable property within the geographical boundaries of the Municipality adequate and sufficient to provide for the payment of the principal of, premium, if any, and interest on the Qualified Obligation as the same becomes due. Said tax shall be extended upon the tax rolls and collected in the same manner and at the same time as other taxes of the Municipality are collected, and the rate of the tax which shall be so extended shall be sufficient in each year fully to produce the sums required as aforesaid, without limitation as to time, rate or amount; provided, however, that such tax levy for any year shall be abated *pro tanto* to the extent the Municipality on or prior to September 1 of that year has transferred money to the Parks and Recreation Bond Fund (as defined in the Municipality Bond Resolution), or has made other provisions for funds, to be applied toward the payment of the principal of and interest on the Qualified Obligation due during the ensuing fiscal year of the Municipality, in accordance with the provisions of the Municipality Bond Resolution. The avails of said tax are irrevocably pledged by the Municipality under the Municipality Bond Resolution for the payment of the principal of, premium, if any, and interest on the Qualified Obligation as the same shall mature and accrue. Should there be a failure in any year to comply with the requirements, such failure shall not impair the right of the holder of the Qualified Obligation in any subsequent year to have adequate taxes levied and collected to meet the obligations of the Qualified Obligation, as to principal of, premium, if any, and interest.

Provided, however, any other funds available to the Municipality which may be lawfully used for payment of the principal of, premium, if any, and interest on the Qualified Obligation or for other obligations of the Municipality which may be due under the Indenture, and which the Governing Body, in its discretion, may direct to be deposited into the Parks and Recreation Bond Fund, including, but not limited to, the Special Sales Tax, as provided by the Authority Act, may be used for the payment of the principal and interest due on the Qualified Obligation.

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

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

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

This Qualified Obligation shall only be redeemed under the Municipality Bond Resolution to the extent and in the manner required to redeem the Bank Bonds pursuant to the provisions of the Indenture.

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

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

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

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

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

(seal)

City of Starkville, Mississippi

____

Mayor

ATTEST:

____

City Clerk

Certificate of Authentication

This Qualified Obligation is the Qualified Obligation described in the within mentioned Municipality Bond Resolution and is the General Obligation Bond, Series 2020, of the City of Starkville, Mississippi.

__________, __________, __________,
as Paying Agent

____
Authorized Signatory

Date of Registration and Authentication: __________, 20__

Registration and Validation Certificate

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

(seal)

____
City Clerk

SECTION 12. In case the Qualified Obligation shall become mutilated, stolen, destroyed, or lost, the Municipality shall, if not then prohibited by law, cause to be authenticated and delivered a new Qualified Obligation of like date, number, maturity, and tenor in exchange and substitution for and upon cancellation of such mutilated Qualified Obligation, or in lieu of and in substitution for such Qualified Obligation stolen, destroyed, or lost, upon the Registered Owner's paying the reasonable expenses and charges of the Municipality in connection therewith, and in case of a Qualified Obligation stolen, destroyed, or lost, such Registered Owner's filing with the Municipality or Paying Agent evidence satisfactory to them that the Qualified Obligation was stolen, destroyed, or lost, and of its ownership thereof, and furnishing the Municipality or the Paying Agent with such security and/or indemnity as may be required by law or by them to save each of them harmless from all risks, however remote.

SECTION 13. The Qualified Obligation shall be a general obligation of the Municipality payable as to principal and interest out of and secured by an irrevocable pledge of the avails of a direct and continuing tax to be levied annually, to the extent necessary, without limitation as to rate or amount upon all the taxable property within the geographical limits of the

Municipality. To the extent necessary, a special tax upon all taxable property within the geographical limits of the Municipality shall be levied annually as required by law, which tax, together with any other moneys available for such purpose, shall be adequate and sufficient to provide for the payment of the principal of and the interest on the Qualified Obligation as the same comes due. Said tax shall be extended upon the tax rolls and collected in the same manner and at the same time as other taxes for the Municipality are collected, and the rate of tax which shall be so extended shall be sufficient in each year fully to produce the sums required as aforesaid, without limitation as to rate or amount; provided, however, that such tax levy for any year shall be abated *pro tanto* to the extent the Municipality on or prior to September 1 of that year has transferred money to the Parks and Recreation Bond Fund (as established by Section 17 hereof), or has made other provisions for funds, to be applied toward the payment of the principal of and interest on the Qualified Obligation due during the ensuing fiscal year of the Municipality, in accordance with the provisions of this Municipality Bond Resolution. The avails of said tax are hereby irrevocably pledged for the payment of the principal of, premium, if any, and interest on the Qualified Obligation as the same shall mature and accrue. Should there be a failure in any year to comply with the requirements, such failure shall not impair the right of the holder of the Qualified Obligation in any subsequent year to have adequate taxes levied and collected to meet the obligations the Qualified Obligation, as to principal of, premium, if any, and interest.

SECTION 14. Only if the Qualified Obligation shall have endorsed thereon a certificate of registration and authentication in substantially the form hereinabove set forth, duly executed by the Paying Agent, shall the Qualified Obligation be entitled to the rights, benefits, and security of this Municipality Bond Resolution. The Qualified Obligation shall not be valid or obligatory for any purpose unless and until such certificate of registration and authentication shall have been duly executed by the Paying Agent, which executed certificate shall be conclusive evidence of registration, authentication, and delivery under this Municipality Bond Resolution. The Paying Agent’s certificate of registration and authentication on the Qualified Obligation shall be deemed to have been duly executed if signed by an authorized officer of the Paying Agent; provided, however, it shall not be necessary that the same officer sign said certificate on every Qualified Obligation that may be issued hereunder.

SECTION 15. Ownership of the Qualified Obligation shall be in the Bank or its assignee. The Person in whose name the Qualified Obligation shall be registered in the records of the Municipality maintained by the Paying Agent may be deemed the absolute owner thereof for all purposes, and payment of or on account of the principal of, premium, if any, or interest on the Qualified Obligation shall be made only to or upon the order of the Registered Owner thereof, or its legal representative, but such registration may be changed as hereinafter provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon the Qualified Obligation to the extent of the sum or sums so paid.

SECTION 16. The Qualified Obligation shall be transferable only as provided in the Indenture. Upon the transfer of the Qualified Obligation, the Municipality, acting through the Paying Agent, shall issue in the name of the transferee a new Qualified Obligation of the same aggregate principal amount and maturity and rate of interest as the surrendered Qualified Obligation.

SECTION 17. (a) The Municipality hereby establishes the "City of Starkville, Mississippi, General Obligation Parks and Recreation Bond Fund" (the "Parks and Recreation Bond Fund") which shall be maintained with a qualified depository in its name for the payment of the principal of, premium, if any, and interest on the Qualified Obligation, and the payment of the Paying Agent's fees in connection therewith. There shall be deposited into the Parks and Recreation Bond Fund as and when received:

(i) The avails of any of the taxes levied and collected pursuant to Section 13 hereof;

(ii) Any income received from the investment of monies in the Parks and Recreation Bond Fund; and

(iii) Any other funds available to the Municipality which may be lawfully used for payment of the principal of, premium, if any, and interest on the Qualified Obligation or for other obligations of the Municipality which may be due under the Indenture, and which the Governing Body, in its discretion, may direct to be deposited into the Parks and Recreation Bond Fund, including, but not limited to, the Special Sales Tax, as provided by the Authority Act.

(b) As long as any principal of, premium, if any, and interest on the Qualified Obligation or the Bank Bonds remain outstanding and/or other obligations of the Municipality remain outstanding hereunder or under the Indenture, the City Clerk is hereby irrevocably authorized and directed to withdraw from the Parks and Recreation Bond Fund sufficient monies to make the payments necessary (the "Qualified Obligation Payments") to pay (i) the principal of, premium, if any, and interest coming due on the Bank Bonds, and (ii) any additional payments necessary and required as obligations of the Municipality hereunder or under the Indenture, including, but not limited to Program Expenses (as such term is defined in the Indenture), and to transfer same to the account of the Trustee in time to reach the Trustee at least five (5) days prior to the date on which said interest, principal or premium, if any, on the Bank Bonds shall become due, or in such time as may be required for any other payments regarding the Bank Bonds shall become due. The Trustee shall deposit all Qualified Obligation Payments received in the General Account of the General Fund of the Indenture (as such terms are defined in the Indenture), or such other fund or account as the Trustee is so directed in the Indenture.

SECTION 18. (a) The Municipality hereby establishes the "City of Starkville, Mississippi, General Obligation Parks and Recreation Improvements Fund" (the "Parks and Recreation Improvements Fund") which shall be maintained with a qualified depository in its name. A portion of the proceeds received upon the sale of the Qualified Obligation as provided in the Indenture shall be transferred by the Trustee and deposited in the Parks and Recreation Improvements Fund. Monies deposited in the Parks and Recreation Improvements Fund shall be used, to the extent permitted by law, (i) for the Project; (ii) to pay architectural, engineering, fiscal, Paying Agent, printing, accounting, construction manager, feasibility consultant, legal expenses, and development expenses incurred in connection with the Project; and (iii) to pay costs related to any suits and proceedings in connection with the Project, including any costs of settlement thereof. Any income received from investment of monies in the Parks and Recreation Improvements Fund shall be deposited in the Parks and Recreation Improvements Fund and shall be used for the costs of the Project. Any amounts which remain in the Parks and Recreation Improvements Fund after the completion of the Project shall be transferred to the Parks and Recreation Bond Fund and used as permitted under the Code and State law.

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

SECTION 19. (a) Payment of principal on the Qualified Obligation shall be made, upon presentation of the Qualified Obligation at the corporate trust office of the Paying Agent, to the Record Date Registered Owner thereof who shall appear in the registration records of the Municipality maintained by the Paying Agent as of the Record Date.

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

(c) Principal of and interest on the Qualified Obligation shall be paid by the Paying Agent by check or draft mailed to the Registered Owner at the address appearing in the registration records of the Paying Agent in time to reach the Registered Owner at least five (5) days prior to an Interest Payment Date. Any such address may be changed by written notice from the Registered Owner to the Paying Agent by certified mail, return receipt requested, or such other method and at the times as may be subsequently prescribed by the Paying Agent.

SECTION 20. The Municipality may issue refunding bonds, in one or more series, with the consent of the Bank pursuant to a supplement to this Municipality Bond Resolution or a separate resolution to provide funds for the refunding of all or a portion of the Qualified Obligation so long as: (a) no default has occurred and is continuing under this Municipality Bond Resolution or the Indenture; and (b) there shall have been filed with the Municipality and the Trustee an opinion of Bond Counsel that the exclusion from gross income for federal income tax purposes of interest on the Bank Bonds then outstanding under the Indenture shall not be adversely affected.

Such refunding bonds shall be appropriately designated, shall be dated, shall bear interest at a rate or rates not exceeding the maximum rate then permitted by law, shall be numbered, shall have such Paying Agents, and shall have such maturities and redemption provisions, all as may be provided in the supplement to this Municipality Bond Resolution or separate resolution of the Governing Body authorizing the issuance of such refunding bonds.

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

SECTION 21. The Qualified Obligation may be submitted to validation in the Chancery Court of Oktibbeha County, Mississippi, in the manner and with the force and effect provided by Sections 31-13-1 *et seq.*, Mississippi Code of 1972, as amended. The City Clerk is hereby directed to make up a transcript of all legal papers and proceedings relating to the Qualified Obligation and to certify and forward the same to the State Bond Attorney for the institution of validation proceedings.

SECTION 22. The Municipality covenants to comply with each requirement of the Code and the regulations promulgated thereunder necessary to maintain the exclusion of interest on the Bank Bonds from gross income for federal income tax purposes, and in furtherance thereof, to comply with a certificate of the Municipality to be executed and delivered concurrently with the issuance of the Qualified Obligation and the Bank Bonds, or such other covenants as may, from time to time, be required to be complied with in order to maintain the exclusion of interest on the Bank Bonds from gross income for federal income tax purposes. The Municipality shall not use or permit the use of any of the proceeds of the Qualified Obligation or the Bank Bonds, or any other funds of the Municipality, directly or indirectly, to acquire any securities, obligations or other investment property, and shall not take or permit to be taken any other action or actions, which would cause any Bank Bond to be an "arbitrage bond" as defined in Section 148 of the Code. Notwithstanding any other provisions to the contrary, so long as necessary in order to maintain the exclusion of interest on the Bank Bonds from gross income for federal income tax purposes under the Code, the covenants contained in this Section shall survive the payment of the Qualified Obligation and the Bank Bonds and the interest thereon, including any payment or defeasance thereof.

SECTION 23. The Municipality represents as follows:

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

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

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

SECTION 24. The Municipality hereby covenants that in connection with the Bank Bonds it shall make, or cause to be timely made to the United States of America, any rebate payment required by Section 148(f) of the Code and the regulations promulgated thereunder and to that end, will enter into the Arbitrage Rebate Agreement (as defined in the Indenture) with the Bank and the Trustee.

SECTION 25. The Mayor is hereby authorized to sign and file or cause to be filed a completed Internal Revenue Service Form 8038-G "Information Return for Governmental Obligations" if required by Section 149(e) of the Code.

SECTION 26. The Mayor is hereby authorized to execute a non-arbitrage certification in order to comply with Section 148 of the Code and the applicable regulations thereunder.

SECTION 27. Pursuant to SEC Rule 15c2-12(b)(5) (the "Rule"), the Municipality, as an "obligated person" under the Rule, covenants and agrees to enter into the Continuing Disclosure Agreement with the Bank and the Trustee, setting forth the Municipality's agreement with regard to continuing disclosure and to comply with the covenants set forth therein and carry out all of the provisions of the Continuing Disclosure Agreement. In the event the Municipality fails to comply with the provisions of the Continuing Disclosure Agreement, the beneficial owners of the Bank Bonds may take such actions as may be necessary and appropriate, including mandamus or specific performance by court order, to cause the Municipality to comply with its obligations set forth in the Continuing Disclosure Agreement and this Section.

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

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

(ii) To grant to or confer upon the Trustee for the benefit of the Bondholders any additional benefits, rights, remedies, powers, or authorities that may lawfully be granted to or conferred upon the Bondholders or the Trustee, or to make any change which, in the opinion of Bond Counsel, does not materially and adversely affect the interest of the owner of the Qualified Obligation and does not require unanimous consent of the Bondholders pursuant to the Indenture;

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

(iv) To modify, amend, or supplement the Indenture or any indenture supplemental thereto in such manner as to permit the qualification thereof under the Trust Indenture Act of 1939 or any similar federal statute hereafter in effect or to permit the qualification of the Bank Bonds for sale under the securities laws of the United States of America or of any of the states of the United States of America, and, if they so determine, to add to the Indenture or any indenture supplemental thereto such other terms, conditions, and provisions as may be permitted by said Trust Indenture Act of 1939 or similar federal statute; and

(v) To evidence the appointment of a separate or co-trustee or the succession of a new Trustee under the Indenture or the succession of a new registrar and/or Paying Agent; and

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

(b) The provisions of this Municipality Bond Resolution may be amended in any particular with the written consent of the Bank to the extent authorized by the Indenture; provided, however, that no such amendment may be adopted which decreases the percentage of owners of Bank Bonds required to approve any amendment, or which permits a change in the date of payment of the principal of or interest on any Bank Bonds or of any redemption price thereof or the rate of interest thereon.

(c) If at any time the Bank and the Municipality shall request the Trustee to consent to a proposed amendment of this Municipality Bond Resolution for any of the purposes of this Section, the Trustee shall, upon being satisfactorily indemnified and/or secured with respect to expenses, cause notice of the proposed execution of such proposed amendment to be given in the manner required by the Indenture to redeem Bank Bonds. Such notice shall briefly set forth the nature of the proposed amendment and shall state that copies thereof are on file at the principal corporate trust office of the Trustee for inspection by all holders of Bank Bonds. If, within sixty (60) days or such longer period as shall be prescribed by the Bank following such notice, the owners of not less than a majority in aggregate principal amount of the Bank Bonds outstanding at the time of the execution of any such proposed amendment shall have consented to and approved the execution thereof as herein provided, no owner of any Bank Bond shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Trustee, the Municipality or the Bank from executing or approving the same or from taking any action pursuant to the provisions thereof. Upon the execution of any such proposed amendment permitted and provided in this Section, this Municipality Bond Resolution shall be modified and amended in accordance therewith.

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

SECTION 29. The Indenture, in the form submitted to this meeting, is hereby made part of this Municipality Bond Resolution as though set forth in full herein and shall be, and the same hereby is, approved in substantially the form attached hereto as **Exhibit B**. The Mayor is hereby authorized to approve such additional changes as may be requested by the Bank. The Municipality hereby approves and acknowledges the Indenture and the terms and provisions thereof and recognizes that many items governing the terms and conditions of the Qualified Obligation are based upon terms, limitations, and conditions provided in the Indenture.

SECTION 30. The Qualified Obligation Purchase Agreement, in the form submitted to this meeting, is hereby made part of this Municipality Bond Resolution as though set forth in full herein and shall be, and the same hereby is, approved in substantially the form attached hereto as **Exhibit C**. The Mayor and the City Clerk are hereby authorized and directed to execute and deliver the Qualified Obligation Purchase Agreement with such changes, insertions, and omissions as may be approved by such officers, said execution being conclusive evidence of such approval.

SECTION 31. The Bond Purchase Agreement, in the form submitted to this meeting, is hereby made part of this Municipality Bond Resolution as though set forth in full herein and shall be, and the same hereby is, approved in substantially the form attached hereto as **Exhibit D**. Subject to the provisions of Section 8 hereof, the Mayor is hereby authorized and directed to execute the Bond Purchase Agreement for and on behalf of the Municipality, subject to the following conditions: (a) compliance by the Municipality with the provisions of the Act regarding the issuance of the Qualified Obligation; (b) the aggregate principal amount of the Bank Bonds shall not exceed Twenty-Five Million Dollars ($25,000,000); (c) the Bank Bonds will bear interest at the rates to be provided in the Indenture and the net interest cost on the Bank Bonds will not be more than 11.0% per annum; (d) approval by the Municipality of the proposal for the sale of the Bank Bonds evidenced by the Mayor's execution of the Bond Purchase Agreement; (e) approval by the Municipality of the sale of the Qualified Obligation to the Bank evidenced by the Mayor's execution of the Qualified Obligation Purchase Agreement; (f) the final maturity of the Bank Bonds does not exceed thirty (30) years; and (g) the terms and provisions of the Bank Bonds are in compliance with the Act.

SECTION 32. The Preliminary Official Statement, in the form submitted to this meeting, is hereby made part of this Municipality Bond Resolution as though set forth in full herein and shall be, and the same hereby is, approved in substantially the form attached hereto as **Exhibit E**. The distribution by the Bank of the Preliminary Official Statement to the Underwriter is hereby authorized and approved. The Municipality hereby deems the Preliminary Official Statement to be "final" as of its date, as described in the Rule. The Mayor and the City Clerk are hereby authorized and directed to approve the form of a final Official Statement in substantially the form of the Preliminary Official Statement in connection with the issuance and sale of the Bank Bonds with such changes, insertions, and omissions as may be approved by the Mayor and the City Clerk.

SECTION 33. The Continuing Disclosure Agreement, in the form attached to the Preliminary Official Statement as submitted to this meeting, is hereby made part of this Municipality Bond Resolution as though set forth in full herein and shall be, and the same hereby is, approved in substantially the form attached to the Preliminary Official Statement attached hereto as **Exhibit E**. The Mayor and the City Clerk are hereby authorized and directed to execute and deliver the Continuing Disclosure Agreement with such changes, insertions, and omissions as may be approved by such officers, said execution being conclusive evidence of such approval.

SECTION 34. Copies of the documents provided for in Sections 29 through 33 of this Municipality Bond Resolution in the forms submitted to this meeting and approved in substantially said forms by this Municipality Bond Resolution are on file in the office of the City Clerk.

SECTION 35. The Mayor and the City Clerk are authorized and directed to execute and deliver any additional documents, agreements, instruments, requisitions, and certificates, which are required in connection with the issuance and sale of the Bank Bonds and the Qualified Obligation. The execution of said documents, agreements, instruments, requisitions, and certificates being conclusive evidence of such approval, and no further action shall be required of the Governing Body to approve such date changes. Notwithstanding any other provision herein or in any attachments hereto, the Governing Body further authorizes any necessary changes to the name or title or series designation of the Bank Bonds or the Qualified Obligation and corresponding changes to any of the related documents approved hereby if it is determined, after consultation with the Municipal Advisor, that it is in the best interest of the Municipality for the Bank Bonds to be issued at a later date or in one or more tax-exempt series, as municipal bond market conditions may dictate.

SECTION 36. If the Project or any improvements located thereon shall be damaged or destroyed (in whole or in part) at any time while any of the Qualified Obligation remains outstanding, there shall be no abatement or reduction in the amount payable by the Municipality hereunder and under the Qualified Obligation. Also, if at any time while any Bank Bonds remain outstanding, and the whole or any part of title to, or the use of, the Project shall be taken by condemnation, there shall be no abatement or reduction in the amount payable by the Municipality hereunder.

SECTION 37. Except as otherwise expressly provided herein, nothing in this Municipality Bond Resolution, express or implied, is intended or shall be construed to confer upon any person or firm or corporation other than the Municipality, the Bank, and the Trustee, any right, remedy, or claim, legal or equitable, under and by reason of this Municipality Bond Resolution or any of the provisions hereof or the Indenture or any provision thereof. This Municipality Bond Resolution, the Indenture, and all of their provisions are intended to be and shall be for the sole and exclusive benefit of the Municipality, the Trustee, and the Bank.

SECTION 38. The Mayor is hereby authorized and directed to sign requisitions and perform such other acts as may be necessary to authorize the payment by the Trustee under the Indenture on the closing date of the Bank Bonds, the costs of the authorization, issuance, sale, validation, and delivery of the Bank Bonds and the costs of the authorization, issuance, sale, validation, and delivery of the Qualified Obligation.

SECTION 39. The Governing Body hereby approves the designation of Raymond James & Associates, Inc., of Memphis, Tennessee, as the Underwriter of the Bank Bonds, and authorizes the Mayor and the City Clerk to execute any and all necessary letters of engagement and disclosure.

SECTION 40. The Mayor and the City Clerk are hereby authorized within their discretion to apply for an "Insurance Policy Commitment" for municipal bond insurance to guarantee the payments of the principal of and interest on the Qualified Obligation and the Bank Bonds from a municipal bond insurance corporation (the "Bond Insurer"). The Mayor and the City Clerk of the Municipality are further authorized to execute and deliver the Insurance Policy Commitment for the provision of municipal bond insurance and any additional documents and certificates which are required by the Bond Insurer to provide credit enhancement in connection with the issuance of the Qualified Obligation and/or the Bank Bonds. Any changes, insertions, and omissions, as may be required by the Bond Insurer as conditions to the issuance of its municipal bond insurance policy, to the Indenture, the Qualified Obligation Purchase Agreement, and the Preliminary Official Statement are to be approved by the Mayor of the Municipality, such approval being hereby authorized and the execution of the Insurance Policy Commitment for said municipal bond insurance being conclusive evidence of such approval. In anticipation of the issuance of the Insurance Policy Commitment by the Bond Insurer for its municipal bond insurance policy, the Municipality hereby approves (1) the engagement of the Bond Insurer and (2) the references to said Bond Insurer, the municipal bond insurance policy, and the documents related to the issuance of the Qualified Obligation and the Bank Bonds in all documents associated therewith and the deletion of said references if the Bond Insurer should not provide the Insurance Policy Commitment for its municipal bond insurance policy.

SECTION 41. The Mayor and the City Clerk are hereby authorized to obtain a bond rating or ratings with regard to the sale of the Bank Bonds, and to execute such documents, to do such other things, and take such other actions as may be necessary with regard to the sale of the Bank Bonds.

SECTION 42. The Mayor and the City Clerk are authorized to execute and deliver such resolutions, agreements, certificates, and other documents as are required for the sale, issuance, validation, and delivery of the Qualified Obligation. The Governing Body further authorizes Bond Counsel, Counsel to the Municipality, the Underwriter, and the Municipal Advisor, to prepare and distribute all necessary documents and to do all things required in order to negotiate the sale of the Bank Bonds and to effectuate the issuance and sale of the Qualified Obligation and the Bank Bonds.

SECTION 43. The Mayor and/or the City Clerk are further authorized and directed to execute and deliver such additional documents and certificates which are required in connection with this Municipality Bond Resolution to provide for the issuance, sale, validation, and delivery of the Qualified Obligation and the Bank Bonds.

SECTION 44. The Mayor is hereby authorized and directed to make all final determinations necessary in connection with the Qualified Obligation and the Bank Bonds including, but not limited to, the final principal amount of the Qualified Obligation and the Bank Bonds, the maturity schedule relating to the Qualified Obligation and the Bank Bonds, the redemption terms of the Qualified Obligation and the Bank Bonds, the dated date and payment dates of the Qualified Obligation and the Bank Bonds, the interest rate or rates to be borne by the Qualified Obligation and the Bank Bonds, and the price to be paid for the Qualified Obligation and the Bank Bonds, subject to the provisions of the Act and this Municipality Bond Resolution.

SECTION 45. If any one or more of the provisions of this Municipality 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 Municipality Bond Resolution, but this Municipality Bond Resolution shall be construed and enforced as if such illegal or invalid provision or provisions had not been contained herein.

SECTION 46. All resolutions and orders or parts thereof in conflict herewith are, to the extent of such conflicts, hereby repealed, and this Municipality Bond Resolution shall become effective immediately.

Following the reading of the foregoing resolution and discussion thereof, Alderman Sistrunk moved and Alderman Little seconded the motion to adopt the foregoing resolution, and the question being put to a roll call vote, the result was as follows:

Alderman Hamp Beatty	voted: Yea
Alderman Ben Carver	voted: Nay
Alderman David Little	voted: Yea
Alderman Roy A'. Perkins	voted: Nay
Alderwoman Sandra C. Sistrunk	voted: Yea
Alderman Henry N. Vaughn, Sr.	voted: Nay
Alderman Jason Walker	voted: Yea

The motion having received the affirmative vote of a majority of the members present, the Mayor declared the motion carried and the resolution adopted this day, February 4, 2020.

City of Starkville, Mississippi

D.Lynn Spruill, Mayor

ATTEST:

Lesa Hardin

Lesa Hardin, City Clerk

(seal)

CITY OF STARKVILLE STATE OF MISSISSIPPI

{JX407168.4}

<u>Exhibit A</u>

Proof of Publication of Resolution of Intent

Starkville Daily News

September 24, 2019; October 1, 2019; and October 8, 2019

AFFIDAVIT OF PUBLICATION

STATE OF MISSISSIPPI
COUNTY OF OKTIBBEHA

STATE OF MISSISSIPPI

Anna Warnock being duly sworn,says:

That she is Classified Clerk of Starkville Daily New, a daily newspaper of general circulation, printed and published in Starkville, Oktibbeha County, Mississippi; that the publication, a copy of which is attached hereto, was published in the said newspaper on the following dates:

September 24, 2019

October 1, 2019

October 8, 2019

That said newspaper was regularly issued and circulated on those dates:
SIGNED

Anna Warnock
CLASSIFIED CLERK

Subscribed to and sworn to me this 8 day of October ,2019.

Sara Madison Hendrix

STATE OF MISSISSIPPI
NOTARY PUBLIC
ID # 119785
SARA MADISON HENDRIX
Commission Expires
April 9, 2021
LEE COUNTY

[illegible]

INDENTURE OF TRUST

by and between

MISSISSIPPI DEVELOPMENT BANK

And

____

__________, __________,
as Trustee

DATED AS OF __________, 20__

RELATING TO THE ISSUANCE OF

$________
MISSISSIPPI DEVELOPMENT BANK
SPECIAL OBLIGATION BONDS, SERIES 20__
(STARKVILLE, MISSISSIPPI, PARKS AND RECREATION GENERAL OBLIGATION BOND PROJECT)

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INDENTURE OF TRUST

THIS INDENTURE OF TRUST (this "Indenture") is dated as of **__________**, 20**__**, by and between the **MISSISSIPPI DEVELOPMENT BANK**, a public body corporate and politic of the State of Mississippi (the "State") exercising essential public functions (the "Bank"), and organized under the provisions of Sections 31-25-1 *et seq.* Mississippi Code of 1972, as amended (the "Bank Act"), and **__________**, a banking corporation duly organized, existing and authorized under the laws of the State to accept and execute trusts of the character herein with a corporate trust office in **__________**, **__________**, as Trustee (the "Trustee").

WITNESSETH:

WHEREAS, the Bank is authorized and empowered by the provisions of the Act (as hereinafter defined) to issue the Bonds (as defined herein) for the purpose of buying "securities" of "local governmental units" (as such terms are defined in the Bank Act); and

WHEREAS, the City of Starkville, Mississippi (the "Municipality") is a "local governmental unit" under the Bank Act and has duly authorized the issuance of its Securities (as hereinafter defined) designated as its General Obligation Bond, Series 20**__** (Starkville, Mississippi, Parks and Recreation General Obligation Bond Project), in the aggregate principal amount of **_________________** Dollars ($**________**) (the "Qualified Obligation"); and

WHEREAS, pursuant to the terms and provisions hereof and a Qualified Obligation Purchase Agreement, dated **__________**, 20**__** by and between the Bank and the Municipality (the "Qualified Obligation Purchase Agreement"), the Bank will issue its $**________** Special Obligation Bonds, Series 20**__** (Starkville, Mississippi, Parks and Recreation General Obligation Bond Project) (the "Bonds") to provide funds to purchase the Qualified Obligation, and to pay the costs incident to the sale and issuance of the Bonds and the Qualified Obligation; and

WHEREAS, the proceeds of the Qualified Obligation will be used by the Municipality to provide funds for the purpose of: (a) the Special Tax Authorized Purpose (as defined herein), (b) the General Municipal Improvements Authorized Purpose (as defined herein), and (c) other authorized purposes under the Act, including paying capitalized interest, funding a debt service reserve fund, and paying the costs of issuance for the Bank Bonds and the Qualified Obligation (the "Project"), all as more particularly described in the Municipality Bond Resolution and the Act (as hereinafter defined); and

WHEREAS, the execution and delivery of this Indenture has been in all respects duly and validly authorized by a resolution duly passed and approved by the Board of Directors of the Bank (the "Board").

NOW, THEREFORE, THIS INDENTURE OF TRUST WITNESSETH:
GRANTING CLAUSES

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

GRANTING CLAUSE FIRST

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

GRANTING CLAUSE SECOND

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

GRANTING CLAUSE THIRD

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

TO HAVE AND TO HOLD all and singular the Trust Estate (as hereinafter defined), whether now owned or hereafter acquired, unto the Trustee and its respective successors in trust and assigns forever;

IN TRUST NEVERTHELESS, upon the terms and trusts herein set forth for the equal and proportionate benefit, security and protection of all present and future owners of the Bonds issued under and secured by this Indenture without privilege, priority or distinction as to the lien or otherwise of any of the Bonds over any of the other Bonds except as otherwise expressly provided herein;

PROVIDED HOWEVER, that if the Bank shall pay or cause to be paid, or there shall otherwise be paid or made provision for payment of, the principal of, Redemption Price, and interest on the Bonds due or to become due thereon, at the times and in the manner prescribed in the Bonds, or there shall otherwise be paid or made provision for payment to the Trustee of all sums of money due or to become due according to the provisions hereof which payments shall otherwise comply with Article IX hereof, then this Indenture and the rights hereby granted shall cease, determine and be void; otherwise this Indenture to be and remain in full force and effect.

THIS INDENTURE OF TRUST FURTHER WITNESSETH, and it is expressly declared, that all Bonds issued and secured hereunder are to be issued, authenticated and delivered, and all said property, rights and interests, including, without limitation, the amounts hereby assigned and pledged, are to be dealt with and disposed of, under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes hereinafter expressed, and the Bank has agreed and covenanted, and does hereby agree and covenant, with the Trustee and with the respective owners, from time to time, of the Bonds, or any part thereof, as follows (subject, however, to the provisions of Sections 3.11 and 3.12 hereof):

ARTICLE I
DEFINITIONS AND RULES OF INTERPRETATION

SECTION 1.01. Definitions. The following words and phrases shall have the following meanings unless the context otherwise requires:

Accounts

"Accounts" means the accounts created pursuant to Article VI hereof.

Act

"Act" means, together, the Authority Act, the Bank Act, and the Municipal Improvements Act.

Arbitrage Rebate Agreement

"Arbitrage Rebate Agreement" means the Arbitrage Rebate Agreement among the Bank, the Municipality, and the Trustee, dated as of __________, 20__, in connection with the Bonds.

Authority Act

"Authority Act" shall mean House Bill 1565 of the 2019 Regular Session of the Legislature of the State and signed by the Governor of the State on April 3, 2019.

Authorized Officer

"Authorized Officer" means the President, Vice President, Executive Director, Secretary, or Assistant Secretary of the Bank or such other person or persons who are duly authorized to act on behalf of the Bank.

Bank

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

Bank Act

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

Bankruptcy Code

"Bankruptcy Code" means 11 U.S.C. Section 100 *et seq*., as amended.

Beneficial Owner

"Beneficial Owner" means, whenever used with respect to a Bond, the person in whose name such Bond is recorded as the beneficial owner of such Bond by a DTC Participant on the records of such DTC Participant, or such person's subrogee.

Bond Counsel

"Bond Counsel" means an attorney or firm of attorneys approved by the Municipality and the Bank nationally recognized in the area of municipal law and matters relating to the exclusion of interest on state and local government bonds from gross income under federal tax law, including particularly compliance with Section 148(f) of the Code. Jones Walker LLP, Jackson, Mississippi, is serving as Bond Counsel in connection with the sale and issuance of the Bonds.

Bond Issuance Expense Account

"Bond Issuance Expense Account" means the account by that name created by Section 6.02 hereof.

Bond Register

"Bond Register" means the registration records of the Bank kept by the Trustee to evidence the registration and transfer of the Bonds.

Bondholder

"Bondholder" or "holder of Bonds" or "owner of Bonds" or any similar term means the Registered Owner of any Bond.

Bonds

"Bonds" means the $________ Mississippi Development Bank Special Obligation Bonds, Series 20__ (Starkville, Mississippi, Parks and Recreation General Obligation Bond Project) issued pursuant to Section 2.01 of this Indenture, and any Refunding Bonds issued pursuant to this Indenture.

Business Day

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

Code

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

Costs of Issuance

"Costs of Issuance" means items of expense payable or reimbursable, directly or indirectly, by the Bank and related to the authorization, sale, validation, issuance and/or delivery of the Bonds and the Qualified Obligation, which items of expense shall include, but not be limited to, printing costs, costs of reproducing documents, filing and recording fees, initial fees and charges of the Trustee, bond insurance, legal fees and charges, professional consultants' fees, costs of credit ratings, fees and charges for execution, transportation and safekeeping of the Bonds, credit enhancements or liquidity facility fees, fees and expenses of the Underwriter, and other costs, charges and fees in connection with the foregoing.

Counsel

"Counsel" means an attorney or firm of attorneys duly admitted to practice law before the highest court of any state and approved by the Bank, the Municipality, and the Trustee.

Default

"Default" means an event or condition the occurrence of which, with the lapse of time or the giving of notice or both, would become an Event of Default hereunder.

DTC

"DTC" means The Depository Trust Company, New York, New York.

DTC Participants

"DTC Participants" shall have the meaning ascribed thereto in Section 2.07 herein.

DTC's Blanket Letter of Representations

"DTC's Blanket Letter of Representations" means the Blanket Letter of Representations, dated January 9, 1997, between the Bank and DTC.

Event of Default

"Event of Default" means any occurrence or event specified in Section 10.01 hereof.

Fiscal Year

"Fiscal Year" means, when used with respect to the Bank, the Bank's fiscal year being the twelve (12) month period from July 1 through the following June 30 or such other fiscal year as may be established by the Bank.

Funds

"Funds" means the funds created pursuant to Article VI hereof (except for the Rebate Fund).

General Account

"General Account" means the account by that name created by Section 6.02 hereof.

General Fund

"General Fund" means the fund by that name created by Section 6.02 hereof.

General Municipal Improvements Authorized Purpose

"General Municipal Improvements Authorized Purpose" shall mean providing funds for the purpose of erecting municipal buildings, auditoriums, community centers, gymnasiums and athletic stadiums, preparing and equipping athletic fields, and purchasing buildings or land therefor, and for repairing, improving, adorning and equipping the same; erecting or purchasing waterworks, gas, electric and other public utility plants or distribution systems or franchises, and repairing, improving and extending the same; establishing sanitary, storm, drainage or sewerage systems, and repairing, improving and extending the same; protecting the municipality, its streets and sidewalks from overflow, caving banks and other like dangers; constructing, improving or paving streets, sidewalks, driveways, parkways, walkways or public parking facilities, and purchasing land therefor; purchasing land for parks and public playgrounds, and improving, equipping and adorning the same, including the constructing, repairing and equipping of swimming pools and other recreational facilities; constructing bridges and culverts; altering or changing the channels of streams and water courses to control, deflect or guide the current thereof; purchasing fire-fighting equipment and apparatus, and providing housing for same, and purchasing land therefor; purchasing machinery and equipment which have an expected useful life in excess of ten (10) years.

Governmental Obligations

"Governmental Obligations" means to the extent permitted by State law (a) direct obligations of the United States of America; (b) obligations guaranteed as to principal and interest by the United States of America or any federal agency whose obligations are backed by the full faith and credit of the United States of America, including but not limited to: Department of Housing and Urban Development, Export-Import Bank, Farmers Home Administration (or successor thereto), Federal Financing Bank, Federal Housing Administration, Maritime Administration, Small Business Administration, which obligations include but are not limited to certificates or receipts representing direct ownership of future interest or principal payments on obligations described in clause (a) or in this clause (b) and which are held by a custodian in safekeeping on behalf of the holders of such receipts; and (c) obligations of any state of the United States of America or any political subdivision thereof, the full payment of principal of, premium, if any, and interest on which (i) is fully and unconditionally guaranteed or insured by the United States of America, or (ii) is provided for by an irrevocable deposit of the securities described in clause (i) to the extent such investments are permitted by State law.

Indenture

"Indenture" means this Indenture of Trust, and all supplements and amendments hereto entered into pursuant to Article XII hereof.

Interest Payment Date

"Interest Payment Date" means any date on which interest is payable on the Bonds, and for the Bonds, means each _______ 1 and _______ 1, commencing _______ 1, 20__.

Investment Securities

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

Local Governmental Unit

"Local Governmental Unit" means (a) any county, municipality, utility district, regional solid waste authority, county cooperative service district or political subdivision of the State, (b) the State or any agency thereof, (c) the institutions of higher learning of the State, (d) any education building corporation established for institutions of higher learning, or (e) any other governmental unit created under state law, such as the Municipality. The Municipality is a "local governmental unit" under the Bank Act.

Municipality

"Municipality" means the City of Starkville, Mississippi, a "local governmental unit" under the Bank Act.

Municipality Bond Resolution

"Municipality Bond Resolution" means that certain resolution adopted by the Board of Mayor and Aldermen of the Municipality on __________, 20__, in connection with the issuance of the Qualified Obligation.

Municipal Improvements Act

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

Notice Address

"Notice Address" means, with respect to the Municipality, the Bank, the Trustee and the Underwriter:

Municipality:	City of Starkville, Mississippi 110 West Main Street Starkville, Mississippi 39759 Attention: Mayor and City Clerk
Bank:	Mississippi Development Bank 735 Riverside Drive, Suite 300 Jackson, Mississippi 39202 Attention: Executive Director
Trustee:	__________
Underwriter:	__________

Opinion of Bond Counsel

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

Opinion of Counsel

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

Outstanding

"Outstanding" or "Bonds Outstanding" means all Bonds, which have been authenticated and delivered by the Trustee under this Indenture, including Bonds held by the Bank, except:

(a) Bonds canceled after purchase in the open market or because of payment at or redemption prior to maturity;

(b) Bonds deemed paid under Article IX hereof; and

(c) Bonds in lieu of which other Bonds have been authenticated under Section 3.05, 3.06 or 3.10 hereof.

Paying Agent

"Paying Agent" means the Trustee or any successor thereto, acting as the Paying Agent under the Municipality Bond Resolution.

Principal Office

"Principal Office" means, as it relates to the Trustee, the address for the Trustee set forth under the definition of Notice Address above.

Principal Payment Date

"Principal Payment Date" means the maturity date or, if applicable, the mandatory sinking fund redemption dates of any Bond.

Program

"Program" means the program for purchasing Securities of "local governmental units" by the Bank pursuant to the Bank Act.

Program Expenses

"Program Expenses" means all of the fees and expenses of the Trustee relating to the Bonds or the Qualified Obligation and costs of determining the amount rebatable, if any, to the United States of America under Section 6.09 hereof, all to the extent properly allocable to the Program and approved in writing by the Bank.

Project

"Project" shall mean providing funds for the purpose of: (a) the Special Tax Authorized Purpose, (b) the General Municipal Improvements Authorized Purpose, and (c) other authorized purposes under the Act, including paying capitalized interest, funding a debt service reserve fund, and paying the costs of issuance for the Bank Bonds and the Qualified Obligation.

Purchase Account

"Purchase Account" means the account by that name created by Section 6.02 hereof.

Qualified Obligation

"Qualified Obligation" means the $________ General Obligation Bond, Series 20__ (Starkville, Mississippi, Parks and Recreation General Obligation Bond Project), issued by the Municipality pursuant to the Municipality Bond Resolution and registered to the Trustee as assignee of the Bank pursuant to this Indenture.

Qualified Obligation Interest Payment

"Qualified Obligation Interest Payment" means that portion of a Qualified Obligation Payment, which represents the interest due or to become due on the Qualified Obligation.

Qualified Obligation Payment

"Qualified Obligation Payment" means the amounts paid or required to be paid, from time to time, for principal, premium, if any, and interest on the Qualified Obligation.

Qualified Obligation Principal Payment

"Qualified Obligation Principal Payment" means that portion of a Qualified Obligation Payment, which represents the principal due or to become due on the Qualified Obligation.

Qualified Obligation Purchase Agreement

"Qualified Obligation Purchase Agreement" means that certain Qualified Obligation Purchase Agreement, dated __________, 20__, by and between the Municipality and the Bank in connection with the issuance and sale of the Qualified Obligation.

Rebate Fund

"Rebate Fund" means the fund by that name created by Section 6.02 hereof.

Record Date

"Record Date" means, with respect to any Interest Payment Date, the fifteenth day of the calendar month next preceding such Interest Payment Date.

Redemption Account

"Redemption Account" means the account by that name created by Section 6.02 hereof.

Redemption Price

"Redemption Price" means, with respect to any Bond, the principal amount thereof, plus premium, if any, and accrued interest payable upon redemption prior to maturity.

Refunding Bonds

“Refunding Bonds” means bonds issued pursuant to Section 2.05 hereof and any Supplemental Indenture.

Registered Owner

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

Related Documents

“Related Documents” means this Indenture and the Municipality Bond Resolution.

Revenues

“Revenues” means the Funds and Accounts (except for the Rebate Fund) and all income, revenues and profits of the Funds and Accounts (except for the Rebate Fund) referred to in the granting clauses hereof including, without limitation, all Qualified Obligation Payments and any additional amounts paid to the Trustee under the Municipality Bond Resolution or from any other source whatsoever.

Securities

“Securities” means bonds, notes or other evidences of indebtedness issued by a “local governmental unit” pursuant to the Bank Act including the Qualified Obligation.

Security Documents

“Security Documents” shall mean this Indenture, the Bonds, and/or any additional or supplemental document executed in connection with the Bonds and the Qualified Obligation.

Special Sales Tax

“Special Sales Tax” shall mean the additional one percent (1%) economic development, tourism, and convention tax on the gross income of restaurants derived from retail sales of prepared food, alcoholic beverages, and nonalcoholic beverages, and from gross income derived from lodging at hotels and motels within the Municipality for the purpose of the “construction, maintenance, operation, and promotion of recreation and sports tournament facilities” within the Municipality.

Special Sales Tax Authorized Purpose

“Special Sales Tax Authorized Purpose” shall mean providing funds for acquiring real property and constructing, equipping, owning, operating, leasing, furnishing, maintaining, and marketing new and existing sports tournament and recreational facilities of the Municipality, and for related purposes as authorized by the Authority Act, and to pay the principal of and interest on bonds issued pursuant to the Authority Act.

Sports Park Bond Fund

"Sports Parks Bond Fund" shall mean the "City of Starkville, Mississippi, General Obligation Sports Parks Bond Fund" provided for in Section 17 hereof.

Sports Park Improvement Fund

"Sports Parks Improvements Fund" shall mean the "City of Starkville, Mississippi, General Obligation Sports Parks Improvements Fund" provided for in Section 18 hereof.

State

"State" means the State of Mississippi.

Supplemental Indenture

"Supplemental Indenture" means an indenture supplemental to or amendatory of this Indenture, executed by the Bank and the Trustee in accordance with Article XII hereof.

Trust Estate

"Trust Estate" means the property, rights, and amounts pledged and assigned to the Trustee as security for the Bonds, pursuant to the granting clauses hereof.

Trustee

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

Underwriter

"Underwriter" means __________, __________, __________.

SECTION 1.02. Rules of Interpretation. For all purposes of this Indenture, except as otherwise expressly provided or unless the context otherwise requires:

(a) The words "herein" and "hereof" and "hereunder" and words of similar import, without reference to any particular section or subdivision, refer to this Indenture as a whole rather than to any particular section or subdivision of this Indenture.

(b) References in this Indenture to any particular article, section or subdivision hereof are to the designated article, section or subdivision of this Indenture as originally executed.

(c) All accounting terms not otherwise defined herein have the meanings assigned to them in accordance with generally accepted accounting principles; and all computations provided for herein shall be made in accordance with generally accepted accounting principles consistently applied and applied on the same basis as in prior years.

(d) The Table of Contents and titles of articles and sections herein are for convenience only and are not a part of this Indenture.

(e) Unless the context hereof clearly requires otherwise, the singular shall include the plural and vice versa and the masculine shall include the feminine and vice versa.

(f) Articles, sections, subsections and clauses mentioned by number only are those so numbered which are contained in this Indenture.

(g) For purposes of this Indenture, a petition in bankruptcy shall be deemed dismissed only if the petition is dismissed by order of a court of competent jurisdiction and no further appeal rights exist from such order.

(h) Any Opinion of Counsel required hereunder shall be a written opinion of such counsel.

ARTICLE II
AUTHORIZATION AND ISSUANCE OF BONDS

SECTION 2.01. Authorization and Issuance of Bonds.

(a) In accordance with the Act, the "Mississippi Development Bank Special Obligation Bonds, Series 20__ (Starkville, Mississippi, Parks and Recreation General Obligation Bond Project)," are hereby authorized to be issued in the aggregate principal amount of __________________ Dollars ($_________).

(b) There is hereby created by this Indenture, in the manner and to the extent provided herein, a continuing pledge and lien to secure the full and final payment of the principal or Redemption Price of and interest on all of the Bonds issued pursuant to this Indenture. The Bonds shall be payable solely from the Revenues. The State shall not be liable on the Bonds and the Bonds shall not be a debt, liability, pledge of the faith or loan of the credit or moral obligation of the State. The Bonds shall contain on the face thereof a statement to the effect that the Bank is obligated to pay the principal of the Bonds, Redemption Price, and the interest thereon only from the Revenues and that the State is not obligated to pay such principal, Redemption Price, and interest and that neither the faith and credit nor the taxing power of the State is pledged to the payment of the Bonds. In the Bank Act, the State has pledged to and agreed with the holders of any bonds of the Bank, which would include the Bonds, that the State will not limit or alter the rights hereby vested in the Bank to fulfill the terms of any agreements made with the said bondholders or in any way impair the rights and remedies of such holders until such bonds, together with the interest thereon, with interest on any unpaid installments of interest, and all costs and expenses in connection with any action or proceeding by or on behalf of such holders of bonds, are fully met and discharged. All Bonds shall mature on or before _______ 1, 20__ as set forth herein.

SECTION 2.02. Purpose and Disposition of Bonds. The purpose for issuing the Bonds is (a) to fund the Purchase Account, in order to provide funds for the purchase of the Qualified Obligation (which amounts are to provide financing for the Project pursuant to the Act), and (b) to pay Costs of Issuance in connection with the Bonds and the Qualified Obligation. Upon the delivery of the Bonds and receipt of the net proceeds therefor, the Bank shall deliver to the Trustee proceeds of the Bonds in the amount of $___________($_________ par amount of the Bonds, plus/less a net original issue premium/discount of $________, and less the Underwriter's discount of $_______). The proceeds of the Bonds shall be deposited as follows: (1) into the Bond Issuance Expense Account, the sum of $_________ to pay Costs of Issuance of the Bonds and the Qualified Obligation, and (b) into the Purchase Account, the sum of $_______ to be immediately distributed to the Municipality as provided in Sections 6.07 and 7.02 hereof to pay the costs of the Project.

SECTION 2.03. General Description of the Bonds. The Bonds shall be issuable as fully registered bonds in denominations of $5,000 or any integral multiple thereof. The Bonds shall be numbered from R-1 upward, as applicable.

Each Bond shall carry an original date of __________, 20__, and shall carry the date on which it is authenticated. If a Bond is authenticated on or prior to ______ 1, 20__, it shall bear interest from __________, 20__. Each Bond authenticated after ______ 1, 20__, shall bear interest from the most recent Interest Payment Date to which interest has been paid as of the date of authentication of such Bond unless such Bond is authenticated after a Record Date and on or before the next succeeding Interest Payment Date, in which event the Bond will bear interest from such next succeeding Interest Payment Date.

Interest on the Bonds shall be payable on _____ 1 and ________1 of each year, commencing ______ 1, 20__, until the Bonds are paid. Interest will be calculated using a three hundred sixty (360) day year based on twelve (12) thirty (30) day months.

The Bonds shall mature on ________ 1 in the years and in the principal amounts, and shall bear interest at the rates per annum, all as set forth below:

Year	**Principal Amount**	**Interest Rate**

Year	Principal Amount	Interest Rate

* Term Bond subject to mandatory sinking fund redemption as set forth herein.

SECTION 2.04. Provisions for Issuance of Bonds. The Bonds shall be executed by Authorized Officers of the Bank for issuance under this Indenture, shall be delivered to the Trustee and thereupon shall be authenticated by the Trustee and by it delivered to the Underwriter, as specified in a written order of the Bank, but only upon the receipt by the Trustee of:

(a) A copy, duly certified by an Authorized Officer, of the resolution or resolutions adopted by the Board of Directors of the Bank authorizing the execution and delivery of this Indenture and all other instruments contemplated thereby and the authorization, issuance, sale and delivery of the Bonds;

(b) A copy, duly certified by the City Clerk of the Municipality, of the Municipality Bond Resolution and any other resolution(s) of the Municipality authorizing the execution and delivery of all instruments contemplated thereby and approving this Indenture and the authorization, issuance, sale and delivery of the Qualified Obligation;

(c) Original executed counterparts of this Indenture;

(d) Signed copies of all opinions of Counsel required by the Underwriter;

(e) A request and authorization to the Trustee by or on behalf of the Bank and signed by an Authorized Officer to authenticate and deliver the Bonds to the Underwriter and specifying the amounts to be deposited in the accounts of the General Fund pursuant to Section 2.02 hereof;

(f) Signed copies of the legal opinion of Bond Counsel; and

(g) Such further documents, moneys and securities as are required by the provisions of Article VII hereof.

SECTION 2.05. Provisions for Issuance of Refunding Bonds.

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

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

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

(ii) Irrevocable instructions to the Trustee, satisfactory to it, to give due notice provided for in Section 4.05 hereof to the owners of the Bonds being refunded (which may be a conditional notice of redemption); and

(iii) Either (A) monies in an amount sufficient to effect timely payment at the Redemption Price or principal payment amount of the Bonds to be refunded or paid, respectively, together with accrued interest on such Bonds to the redemption or maturity date and all necessary and appropriate fees and expenses of the Trustee, which monies shall be held by the Trustee or an escrow agent approved by the Municipality in a separate account irrevocably in trust for and assigned to the respective owners of the Bonds to be refunded or paid, or (B) Governmental Obligations in such principal amounts, of such maturities, bearing such interest, and otherwise having such terms and qualifications, as shall be necessary to comply with the provisions of Article IX which Governmental Obligations shall be held in trust and used only as provided in said Article.

SECTION 2.06. Form of Bonds. The Bonds and the Trustee's certificate of authentication to be endorsed on the Bonds are all to be in substantially the following form, with necessary and appropriate variations, omissions and insertions as are permitted or required by this Indenture or any Supplemental Indenture, as applicable:

[FORM OF BOND]

UNLESS THIS BOND IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY, A NEW YORK CORPORATION ("DTC"), TO THE TRUSTEE (AS DEFINED BELOW) OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE, OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL IN AS MUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

UNITED STATES OF AMERICA
STATE OF MISSISSIPPI

MISSISSIPPI DEVELOPMENT BANK
SPECIAL OBLIGATION BOND, SERIES 20__
(STARKVILLE, MISSISSIPPI, PARKS AND RECREATION GENERAL OBLIGATION BOND PROJECT)

No. R- **$_______**

Interest Rate	Maturity Date	Date of Original Issue	CUSIP
____%	________ 1, 20__	__________, 20__	

Registered Owner: CEDE & CO.

Principal Amount: ____DOLLARS

Mississippi Development Bank, a body corporate and politic, exercising essential public functions (the "Bank"), and organized under the laws of the State of Mississippi (the "State"), for value received, hereby promises to pay to the Registered Owner specified above, or registered assigns, upon surrender hereof, the principal amount stated above in lawful money of the United States of America but solely from the sources referred to herein and not otherwise, on the Maturity Date specified above, and to pay interest on such principal amount in like money, but solely from said sources, from the interest payment date to which interest has been paid as of the date of authentication of this Bond (unless this Bond is authenticated on or before ______ 1, 20__, then from __________, 20__, or unless this Bond is authenticated after ______ 1, 20__, and on or before the next succeeding interest payment date, then from such interest payment date or unless payment of the interest on this Bond is in default, then from such date when interest has been paid in full) at the Interest Rate per annum stated above, payable on each _______ 1 and _______ 1, commencing _______ 1, 20__, until payment of such principal amount shall have been made at maturity. The principal of this Bond is payable at the corporate trust office of __________, __________, __________ (the "Principal Office"), or at a corporate trust office of any successor trustee appointed under the Indenture hereinafter mentioned; and payments of interest hereon will be made to the Registered Owner hereof (whose name appears on the registration records kept by the Trustee at the close of business on the fifteenth (15^{th}) day of the month prior to such Interest Payment Date) by check mailed on the Interest Payment Date by the Trustee to such Registered Owner at its address as it appears on the registration records of the Bank kept by the Trustee or at such other address as is furnished to the Trustee in writing by such Registered Owner or at the written election of the Registered Owner of $1,000,000 or more in aggregate principal amount of Bonds delivered to the Trustee at least one Business Day prior to the Record Date (as defined in the within defined Indenture) for which such election will be effective by wire transfer to the Registered Owner or by deposit into the account of the Registered Owner if such account is maintained by the Trustee.

This Bond and the other Bonds, and the interest payable hereon and thereon, are payable by the Bank solely from the Revenues (as defined herein) and other funds of the Bank pledged therefor under the Indenture, which Revenues and funds include the payments on the Qualified Obligation (as defined herein) purchased by the Bank. The Bank has no taxing power. This Bond and the other Bonds, as to principal, premium, if any, and interest, constitutes neither a debt, liability or loan of the credit of the State or any political subdivision thereof under the constitution or statutes of the State nor a pledge of the faith and credit, the taxing power or moral obligation of the State or any political subdivision thereof; provided, however, that the Qualified Obligation (as hereinafter defined) is a general obligation of the City of Starkville, Mississippi (the "Municipality"). The issuance of the Bonds under the provisions of the Act (as defined herein) does not, directly, indirectly or contingently, obligate the State or any political subdivision thereof to levy any form of taxation for the payment thereof or to make any appropriation for their payment and such Bonds do not now and shall never constitute a debt of the State or any political subdivision thereof within the meaning of the constitution or the statutes of the State and do not now and shall never constitute a charge against the credit of the State or any political subdivision thereof or a charge against the taxing power of the State or any political subdivision thereof. Neither the State nor any agent, attorney, member or employee of the State or of the Bank shall in any event be liable for the payment of the principal of, premium, if any, or interest on the Bonds or for the performance of any pledge, mortgage, obligation or agreement of any kind whatsoever which may be undertaken by the Bank. No breach by the Bank of any such pledge, mortgage, obligation or agreement may impose any liability, pecuniary or otherwise, upon the State or any agent, employee, attorney or member of the State or of the Bank, or any charge upon their general credit or upon the taxing power of the State. In the Bank Act (as defined herein), the State has pledged and agreed with the holders of the Bonds that the State will not limit or alter the rights hereby vested in the Bank to fulfill the terms of any agreements made with the said bondholders or in any way impair the rights and remedies of such holders until such Bonds, together with the interest thereon, with interest on any unpaid installments of interest, and all costs and expenses in connection with any action or proceeding by or on behalf of such holders of Bonds, are fully met and discharged.

This Bond is one of an authorized issue of bonds of the Bank known as Mississippi Development Bank Special Obligation Bonds, Series 20__ (Starkville, Mississippi, Parks and Recreation General Obligation Bond Project) (the "Bonds") issued under and secured by an Indenture of Trust, dated as of __________, 20__ ("Indenture"), duly executed and delivered by the Bank to __________, __________, __________, as Trustee ("Trustee"). The Bonds are limited in aggregate principal amount to _________________ Dollars ($________). The Bonds are issued pursuant to Sections 31-25-1 *et seq.*, Mississippi Code of 1972, as amended (the "Bank Act"), House Bill 1565 of the 2019 Regular Session of the Legislature of the State ("Authority Act"), and Sections 21-33-301 *et seq*., Mississippi Code of 1972, as amended (the "Municipality Act" and together with the Bank Act and the Authority Act, the "Act"), to provide funds to purchase the Qualified Obligation and to pay the costs of issuing the Bonds and the Qualified Obligation. The Qualified Obligation is the General Obligation Bond, Series 20__ (Starkville, Mississippi, Parks and Recreation General Obligation Bond Project), issued in the aggregate principal amount of $________ (the "Qualified Obligation"). The Qualified Obligation is a general obligation of the Municipality secured and described in that certain resolution, adopted by the Board of Mayor and Aldermen of the Municipality on __________, 20__ (the "Municipality Bond Resolution"). The proceeds received by the Municipality from the sale of the Qualified Obligation to the Bank will be used by the Municipality for the purpose of acquiring real property and constructing, equipping, owning, operating, leasing, furnishing, and maintaining recreation and tourism venues.

The Municipality Bond Resolution, a certified copy of which is on file in the Principal Office of the Trustee, provides that the Municipality is unconditionally obligated to make payments secured by the full faith, credit and taxing power of the Municipality in an aggregate amount sufficient, with any other funds available therefor, for the payment in full of the principal of, premium, if any, and interest on all Bonds issued and outstanding under the Indenture, to the date of payment thereof, and certain costs, expenses and charges of the Bank and the Trustee.

For purposes of funding the Bond Fund (as defined in the Municipality Bond Resolution), the Municipality Bond Resolution provides that the Municipality will levy a direct, continuing and special tax upon all of the taxable property within the geographical limits of the Municipality, adequate and sufficient, after allowance shall have been made for the expenses of collection and delinquencies in the payment of taxes, to produce sums required for the payment of the principal of, premium, if any, and interest on the Qualified Obligation. Said tax shall be extended upon the tax rolls and collected in the same manner and at the same time as other taxes of the Municipality are collected, and the rate of the tax which shall be so extended shall be sufficient in each year fully to produce the sums required as aforesaid, without limitation as to time, rate or amount; provided, however, that such tax levy for any year shall be abated *pro tanto* to the extent the Municipality on or prior to September 1 of that year has transferred money to the Bond Fund, or has made other provisions for funds, to be applied toward the payment of the principal of and interest on the Qualified Obligation due during the ensuing fiscal year of the Municipality, in accordance with the provisions of the Municipality Bond Resolution. The avails of said tax are irrevocably pledged by the Municipality under the Municipality Bond Resolution for the payment of the principal of, premium, if any, and interest on the Qualified Obligation as the same shall respectively mature and accrue.

The Bonds are all equally and ratably secured by and entitled to the protection of the Indenture on a parity one with another. To secure payment of the principal of and interest on all Bonds and performance of all other covenants of the Bank under the Indenture, the Bank, pursuant to the Indenture, has assigned and pledged to the Trustee, and has granted to the Trustee a security interest in, the Trust Estate (as defined in the Indenture), including all right, title and interest of the Bank in and to all moneys and securities from time to time received and held by the Trustee under the Indenture and all income from the deposit, investment and reinvestment thereof, except any moneys and securities held in the Rebate Fund established under the Indenture, including, without limitation, all Qualified Obligation Payments and any additional amounts paid to the Trustee under the Municipality Bond Resolution (all such money and funds and accounts referred to in the granting clauses of the Indenture are defined in the Indenture and are herein referred to as the "Revenues"). Reference is hereby made to the Indenture for a description of the rights, duties and obligations of the Bank, the Trustee and the owners of the Bonds, the terms and conditions upon which the Bonds are issued and the terms and conditions upon which the Bonds will be paid at or prior to maturity, or will be deemed to be paid upon the making of provision for payment therefor. A copy of the Indenture is on file in the Principal Office of the Trustee.

THE BONDS ARE LIMITED AND SPECIAL OBLIGATIONS OF THE BANK AND DO NOT CONSTITUTE OR CREATE AN OBLIGATION, GENERAL OR SPECIAL, DEBT, LIABILITY OR MORAL OBLIGATION OF THE STATE OR ANY OTHER POLITICAL SUBDIVISION THEREOF WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISIONS WHATSOEVER AND NEITHER THE FAITH OR CREDIT NOR THE TAXING POWER OF THE STATE, THE BANK OR OF ANY OTHER POLITICAL SUBDIVISION THEREOF IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF, PREMIUM, IF ANY, OR THE INTEREST ON THE BONDS; PROVIDED, HOWEVER, THAT THE QUALIFIED OBLIGATION CONSTITUTES A PLEDGE OF THE FULL FAITH, CREDIT AND TAXING POWER OF THE MUNICIPALITY. THE BONDS ARE NOT A GENERAL OBLIGATION OF THE BANK BUT ARE A LIMITED AND SPECIAL REVENUE OBLIGATION OF THE BANK PAYABLE SOLELY FROM THE TRUST ESTATE, INCLUDING, WITHOUT LIMITATION, THE AVAILS OF THE FULL FAITH, CREDIT AND TAXING POWER OF THE MUNICIPALITY DERIVED OR TO BE DERIVED FROM PAYMENTS MADE BY THE MUNICIPALITY IN RESPECT OF THE QUALIFIED OBLIGATION PURSUANT TO THE MUNICIPALITY BOND RESOLUTION AND FROM ANY MONEYS RECEIVED BY THE TRUSTEE UNDER THE INDENTURE. THE BANK HAS NO TAXING POWER.

This Bond is transferable by the Registered Owner hereof in person or by such Registered Owner's attorney duly authorized in writing at the Principal Office of the Trustee, but only in the manner and subject to the limitations prescribed in the Indenture and upon surrender and cancellation of this Bond. This Bond may be transferred without cost to the Registered Owner except for any tax or governmental charge required to be paid with respect to the transfer. Upon such transfer, a new Bond or Bonds of the same maturity and of authorized denomination or denominations for the same aggregate principal amount will be issued to the transferee in exchange therefor.

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

The Bonds are issuable as fully registered bonds in denominations of $5,000 and any integral multiple thereof. Subject to the limitations and upon payment of any taxes or governmental charges, Bonds may be exchanged for a like aggregate principal amount of Bonds of the same maturity of authorized denominations.

In accordance with the Indenture and the Municipality Bond Resolution, the Bonds (or any portions thereof in integral multiples of $5,000 each) which mature on or after _______ 1, 20__, are subject to optional redemption prior to their stated date of maturity in whole or in part, in principal amounts and maturities as selected by the Bank on any date on or after _______ 1, 20__, at par, plus accrued interest to the date of redemption thereof. Under the Indenture, selection of the Bonds to be redeemed within a maturity will be made by lot by the Trustee.

The Bonds are subject to mandatory sinking fund redemption as follows:

(a) The Bonds maturing on _______ 1, 20__, in the principal amount of $_____ are subject to mandatory sinking fund redemption, in part, prior to maturity, or redemption, in whole, as otherwise provided in the Indenture, on each ______ 1 in the principal amount for each year together with accrued interest to the date of redemption, as follows:

$______
Bonds Maturing _______ 1, 20__

Year	Principal Amount

*Final Maturity

(b) The Bonds maturing on _______ 1, 20__, in the principal amount of $_____ are subject to mandatory sinking fund redemption, in part, prior to maturity, or redemption, in whole, as otherwise provided in the Indenture, on each ______ 1 in the principal amount for each year together with accrued interest to the date of redemption, as follows:

$______
Bonds Maturing _______ 1, 20__

Year	Principal Amount

*Final Maturity

In the event less than all of the Bonds are to be redeemed, the principal amount and maturity to be redeemed shall be selected by the Bank, and the Trustee, in its sole discretion, shall select the Bonds to be redeemed by lot within a selected maturity, provided that Bonds shall be redeemed only in whole multiples of $5,000.

In the event any of the Bonds are called for optional redemption as aforesaid, notice thereof identifying the Bonds to be redeemed will be given by mailing a copy of the redemption notice (which may be a conditional notice of redemption) by registered or certified mail not less than thirty (30) days nor more than forty-five (45) days prior to the date fixed for redemption to the Registered Owner of the Bonds to be redeemed at the address shown on the Bond Register. Failure to give such notice by mailing, or any defect therein with respect to any Bond, shall not affect the validity of any proceedings for the redemption of other Bonds.

All Bonds called for redemption will cease to bear interest on the specified redemption date, shall no longer be secured under the Indenture and shall not be deemed to be Outstanding under the provisions of the Indenture, provided funds for their redemption are on deposit at the place of payment on or prior to the redemption date.

The Registered Owner of this Bond shall have no right to enforce the provisions of the Indenture or to institute an action to enforce the covenants therein, or to take any action with respect to any event of default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture. In certain events, on the conditions, in the manner and with the effect set forth in the Indenture, the principal of all the Bonds issued under the Indenture and then outstanding may become or may be declared due and payable before the stated maturity thereof, together with interest accrued thereon. Modifications or alterations of the Indenture or of any supplements thereto, may be made to the extent permitted by, and in accordance with, the Indenture.

The Bank hereby certifies, recites and declares that all acts, conditions and things required by the constitution and statutes of the State, the Indenture, and resolutions of the Bank to exist, to have happened and to be performed prior to the issuance of this Bond do exist, have happened and have been performed in due time, form and manner as required by the Act; that the issuance of the Bonds, together with all other obligations of the Bank, does not exceed or violate any constitutional or statutory limitation applicable to the Bank; and that the revenues pledged to the payment of the principal of and interest on the Bonds, as the same become due, are designed to be sufficient in amount for that purpose.

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

IN WITNESS WHEREOF, the Mississippi Development Bank has caused this Bond to be executed in its name and on its behalf by the manual or facsimile signature of its Executive Director and a manual or facsimile seal of its official seal to be hereunto impressed or imprinted hereon by any means and attested by the manual signature of its Secretary or Assistant Secretary.

(seal)

MISSISSIPPI DEVELOPMENT BANK

By ___________________________________
Executive Director

ATTEST:

By ______________________________
Secretary

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds issued and delivered pursuant to the provisions of the within mentioned Indenture.

____
__________, __________, as Trustee

By ___________________________________
Authorized Signatory

Date of Authentication: __________, 20__

VALIDATION CERTIFICATE

The undersigned Secretary of the Mississippi Development Bank does hereby certify that the within Bond has been validated and confirmed by Decree of the Chancery Court of the First Judicial District of Hinds County, Mississippi, rendered on the __ day of ___________, 20__.

(seal)

____
Secretary

ASSIGNMENT

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

(please insert social security or other identifying number of assignee)

____

(please print or typewrite name and address of assignee)

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints ______________, Attorney, to transfer the within Bond on the records kept for registration thereof, with full power of substitution in the premises.

Dated: ________________________

Signature Guaranteed:

____

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

____

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

By_________________________________

Authorized Officer

SECTION 2.07. Book-Entry Only System. The Bonds shall be initially issued in the form of a separate single fully registered Bond for each of the maturities thereof. Upon initial issuance, the ownership of each such Bond shall be registered in the Bond Register in the name of Cede & Co., as nominee of DTC, and except as provided in Section 2.08 hereof, all of the outstanding Bonds shall be registered in the Bond Register in the name of Cede & Co., as nominee of DTC.

With respect to Bonds registered in the Bond Register in the name of Cede & Co., as nominee of DTC, the Bank and the Trustee shall have no responsibility or obligation to any participant for whom DTC is a security depository nominee ("DTC Participants") or to any person on behalf of whom such a DTC Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the Bank and the Trustee shall have no responsibility or obligation with respect to (a) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds, (b) the delivery to any DTC Participant or any other person, other than a Bondholder, as shown in the Bond Register, of any notice with respect to the Bonds, or (c) the payment to any DTC Participant or any other person, other than a Bondholder, as shown in the Bond Register, of any amount with respect to principal of, premium, if any, or interest on, the Bonds. Notwithstanding any other provision of this Indenture to the contrary, the Bank, the Trustee and each paying agent, if any, shall be entitled to treat and consider the person in whose name each Bond is registered in the Bond Register as the absolute owner of such Bond for the purpose of payment of principal, premium, if any, and interest with respect to such Bond, for the purpose of giving notices and other matters with respect to such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes whatsoever. The Trustee and each paying agent, if any, shall pay all principal of, premium, if any, and interest on the Bonds only to or upon the order of the respective Bondholders, as shown in the Bond Register as provided in this Indenture, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the Bank's obligations with respect to payment of principal of, premium, if any, and interest on the Bonds to the extent of the sum or sums so paid. No person other than a Bondholder, as shown in the Bond Register, shall receive a Bond certificate evidencing the obligation of the Bank to make payments of principal, premium, if any, and interest pursuant to this Indenture. Upon delivery by DTC to the Trustee of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Indenture with respect to interest checks or drafts being mailed to the Registered Owner at the close of business on the Record Date, the words "Cede & Co." in this Indenture shall refer to such new nominees of DTC; and upon receipt of such a notice the Trustee shall promptly deliver a copy of the same to each paying agent, if any.

SECTION 2.08. Successor Securities Depository; Transfers Outside Book-Entry Only System. In the event that the Bank or the Municipality determines that DTC is incapable of discharging its responsibilities described herein and DTC's Blanket Letter of Representations or that it is in the best interest of the Beneficial Owners of the Bonds that they be able to obtain certificated Bonds, the Bank shall (a) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Bond certificates to such successor securities depository or (b) notify DTC and DTC Participants of the availability through DTC of Bond certificates and transfer one or more separate Bond certificates to DTC Participants having Bonds credited to their DTC accounts. In such event, the Bonds shall no longer be restricted to being registered in the Bond Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Bondholders transferring or exchanging Bonds shall designate, in accordance with the provisions of this Indenture.

SECTION 2.09. Payments and Notices to Cede & Co. Notwithstanding any other provision of this Indenture to the contrary, so long as any of the Bonds are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to the principal of, premium, if any, and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, in the manner provided in DTC's Blanket Letter of Representations. The Trustee shall request in each notice sent to Cede & Co. pursuant to the terms of this Indenture that Cede & Co. forward or cause to be forwarded such notice to the DTC Participants.

ARTICLE III
GENERAL TERMS AND PROVISIONS OF BONDS

SECTION 3.01. Medium, Form and Place of Payment. The Bonds shall be payable, with respect to interest, principal, and Redemption Price in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts. Interest shall be payable by check mailed on the Interest Payment Date to the Registered Owners as of the Record Date. The Bank may provide for the payment of interest on Bonds to holders of $1,000,000 or more in aggregate principal amount of Bonds at the written direction of such holders delivered to the Trustee at least one Business Day prior to the Record Date by wire transfer or by deposit into the account of the Registered Owner if such account is maintained by the Trustee. Principal shall be payable at the Principal Office of the Trustee upon presentation of the Bonds to be paid.

SECTION 3.02. Legends. The Bonds may contain or have endorsed thereon such provisions, specifications and descriptive words not inconsistent with the provisions of this Indenture as may be necessary or desirable to comply with custom, as determined by the Bank prior to the delivery thereof.

SECTION 3.03. Execution. The Bonds shall be executed on behalf of the Bank with the manual or facsimile signature of its Executive Director, President or Vice President and shall have impressed or imprinted thereon, by facsimile or otherwise, the official seal of the Bank, which seal shall be attested by the manual or facsimile signature of the Secretary or Assistant Secretary of the Bank. In case any officer of the Bank whose signature or whose facsimile signature shall appear on the Bonds shall cease to be such officer before the delivery of such Bonds, such signature or facsimile signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery. Any Bond may be executed and attested on behalf of the Bank by such officer as at the time of the execution of such Bonds shall be duly authorized or hold the proper office of the Bank although at the date borne by the Bonds or at the date of delivery of the Bonds such officer may not have been so authorized or have held such office.

SECTION 3.04. Authentication. No Bond shall be valid or obligatory for any purpose or entitled to any security or benefit under this Indenture unless and until a certificate of authentication on such Bond shall have been duly executed by the Trustee, and such executed certificate of the Trustee upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered under this Indenture.

The Trustee's certificate of authentication on any Bond shall be deemed to have been executed by the Trustee it if signed by an authorized representative or signatory of the Trustee, but it shall not be necessary that the same representative or signatory sign the certificate of authentication on all of the Bonds. The signature of the authorized representative or signatory of the Trustee shall be manual.

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

SECTION 3.06. Registration, Transfer and Exchange of Bonds; Persons Treated as Owners. The Bank shall cause records for the registration and for the transfer of the Bonds to be kept by the Trustee at its Principal Office, and the Trustee is hereby constituted and appointed the bond registrar of the Bank for the Bonds. At reasonable times and under reasonable regulations established by the Trustee, said records may be inspected and prepared by the Bank or by Beneficial Owners (or a designated representative thereof) of five percent (5%) or more in aggregate principal amount of the Bonds then Outstanding.

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

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

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

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

SECTION 3.07. Destruction of Bonds. Whenever any Outstanding Bond shall be delivered to the Trustee for cancellation pursuant to this Indenture or upon payment of the principal, premium, if any, or interest represented thereby or for replacement pursuant to Section 3.05 hereof, such Bond shall be canceled and destroyed by the Trustee and a counterpart of a certificate of destruction evidencing such destruction shall be furnished by the Trustee to the Bank.

SECTION 3.08. Nonpresentment of Bonds. In the event any Bond shall not be presented for payment when the principal thereof comes due, either at maturity or at the date fixed for redemption thereof, or otherwise, if funds sufficient to pay such Bond shall have been made available to the Trustee for the benefit of the owner thereof, all liability of the Bank to the owner thereof for the payment of such Bond shall forthwith cease, terminate and be completely discharged, and thereupon it shall be the duty of the Trustee to hold such funds for four (4) years, for the benefit of the owner of such Bond, without liability for interest thereon to such owner, who shall thereafter be restricted exclusively to such funds, for any claim of whatever nature on his part under this Indenture or on, or with respect to, said Bond.

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

SECTION 3.09. Other Obligations Payable from Revenues. The Bank shall grant no liens or encumbrances on or security interests in the Trust Estate (other than those created by this Indenture), and, except for the Bonds, shall issue no bonds or other evidences of indebtedness payable from the Trust Estate.

SECTION 3.10. Temporary Bonds. Until the definitive Bonds are ready for delivery, the Bank may execute, in the same manner as is provided in Section 3.03, and, upon the request of the Bank, the Trustee shall authenticate and deliver, one or more temporary Bonds, which shall be fully registered. Such temporary Bonds shall be subject to the same provisions, limitations and conditions as the definitive Bonds and shall be substantially of the tenor of the definitive Bonds in lieu of which such temporary Bond or Bonds are issued, in the denomination of $5,000 or any integral multiples thereof authorized by the Bank, and with such omissions, insertions and variations as may be appropriate to temporary Bonds. The Bank at its own expense shall prepare and execute and, upon the surrender of such temporary Bonds, shall deliver in exchange therefor definitive Bonds of the same aggregate principal amount and maturity as the temporary Bonds surrendered. Until so exchanged, the temporary Bonds shall in all respects be entitled to the same benefits and security as definitive Bonds issued pursuant to this Indenture.

If the Bank shall authorize the issuance of temporary Bonds in more than one denomination, the owner of any temporary Bond or Bonds may, at his option, surrender the same to the Trustee in exchange for another temporary Bond or Bonds of like aggregate principal amount and maturity of any other authorized denomination or denominations, and thereupon the Bank shall execute and the Trustee, in exchange for the temporary Bond or Bonds so surrendered and upon payment of the taxes and charges provided for in Section 3.06, shall authenticate and deliver a temporary Bond or Bonds of like aggregate principal amount and maturity in such other authorized denomination or denominations as shall be requested by such owner. All temporary Bonds surrendered in exchange for either another temporary Bond or Bonds or a definitive Bond or Bonds shall be forthwith canceled by the Trustee.

SECTION 3.11. Limitations on Obligations of Bank. The Bonds, together with interest thereon, shall be limited obligations of the Bank but payable solely from Revenues and shall be a valid claim of the respective owners thereof only against the Funds and Accounts, other than the Rebate Fund and any Accounts created thereunder, established hereunder and the Qualified Obligation acquired by the Trustee, all of which are hereby assigned and pledged hereunder for the equal and ratable payment of the Bonds and shall be used for no other purpose than the payment of the Bonds, except as may be otherwise expressly authorized in this Indenture. The Bonds do not constitute a debt or liability or moral obligation of the State or of any political subdivision thereof under the constitution of the State or a pledge of the faith and credit or taxing power of the State or any political subdivision thereof, but shall be payable solely from the Revenues and funds pledged therefor in accordance with this Indenture including, without limitation, the avails of the full faith, credit and taxing power of the Municipality derived or to be derived from Qualified Obligation Payments made in respect of the Qualified Obligation pursuant to the Municipality Bond Resolution. The issuance of the Bonds under the provisions of the Act does not directly, indirectly or contingently, obligate the State or any political subdivision thereof to levy any form of taxation for the payment thereof or to make any appropriation for their payment and such Bonds and the interest payable thereon do not now and shall never constitute a debt of the State or any political subdivision thereof within the meaning of the constitution of the State or the statutes of the State and do not now and shall never constitute a charge against the credit or taxing power of the State or any political subdivision thereof; provided, however, that the Qualified Obligation is a general obligation of the Municipality. Neither the State nor any agent, attorney, member or employee of the State or of the Bank, shall in any event be liable for the payment of the principal of, and premium, if any, or interest on the Bonds or damages, if any, for the nonperformance of any pledge, mortgage, obligation or agreement of any kind whatsoever which may be undertaken by the Bank. No breach by the Bank of any such pledge, mortgage, obligation or agreement may impose any liability, pecuniary or otherwise, upon the State or any of the State's or the Bank's agents, members, attorneys, and employees or any charge upon the general credit of the State or a charge against the taxing power of the State or any political subdivision thereof. In the Bank Act, the State has pledged and agreed with the holders of any bonds of the Bank, which would include the Bonds, that the State will not limit or alter the rights hereby vested in the Bank to fulfill the terms of any agreements made with the said Bondholders or in any way impair the rights and remedies of such holders until such bonds, together with the interest thereon, with interest on any unpaid installments of interest, and all costs and expenses in connection with any action or proceeding by or on behalf of such holders of bonds are fully met and discharged.

SECTION 3.12. Immunity of Officers and Directors. No recourse shall be had for the payment of the Bonds or for any claim based thereon or upon any obligation, covenant or agreement in this Indenture contained against any past, present or future officer, member, director, agent or employee of the Bank or any officer, member, director, trustee, agent or employee of any successor entities thereto, as such, either directly or through the Bank or any successor entities, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such officers, members, directors, trustees, agents, or employees as such, is hereby expressly waived and released as a condition of and consideration for the execution of this Indenture and issuance of such Bonds.

ARTICLE IV
REDEMPTION OF BONDS PRIOR TO MATURITY

SECTION 4.01. Redemption and Redemption Prices and Terms for Bonds. If the Municipality directs the Bank to redeem the Bonds pursuant to Section 9(c) of the Municipality Bond Resolution, the Bank agrees to accept redemption and redeem the Bonds in the following instances:

Optional Redemption. The Bonds (or any portion thereof in integral multiples of $5,000 each) which mature on or after ______ 1, 20__, are subject to optional redemption prior to their stated date of maturity in whole or in part, in principal amounts and maturities selected by the Bank on any date on or after ______ 1, 20__, at par, plus accrued interest to the date of redemption thereof. Selection of the Bonds to be redeemed within a maturity will be made by lot by the Trustee.

Mandatory Sinking Fund Redemption. The Bonds are subject to mandatory sinking fund redemption as follows:

(a) The Bonds maturing on _______ 1, 20__, in the principal amount of $_____ are subject to mandatory sinking fund redemption, in part, prior to maturity, or redemption, in whole, as otherwise provided in the Indenture, on each _______ 1 in the principal amount for each year together with accrued interest to the date of redemption, as follows:

$______
Bonds Maturing _______ 1, 20__

Year	Principal Amount

*Final Maturity

(b) The Bonds maturing on _______ 1, 20__, in the principal amount of $_____ are subject to mandatory sinking fund redemption, in part, prior to maturity, or redemption, in whole, as otherwise provided in the Indenture, on each _______ 1 in the principal amount for each year together with accrued interest to the date of redemption, as follows:

$______
Bonds Maturing _______ 1, 20__

Year	Principal Amount

*Final Maturity

SECTION 4.02. Redemption at the Election or Direction of the Bank. In the case of the redemption of any Bonds, the Bank shall give written notice to the Trustee of its direction so to redeem, of the redemption date, of the principal amounts of the Bonds of each maturity to be redeemed (which maturities and principal amounts thereof to be redeemed shall be determined by the Bank at the direction of the Municipality, subject to any limitations with respect thereto contained in the Act or this Indenture) and of the monies to be applied to the payment of the Redemption Price. Such notice shall be given at least forty-five (45) days prior to the redemption date or such shorter period as shall be acceptable to the Trustee and may be conditioned upon receipt of sufficient funds to redeem the Bonds called for redemption on the redemption date. The Bank shall pay to the Trustee an amount in cash which, in addition to other monies, if any, available therefor and held by the Trustee, will be sufficient to redeem, on the redemption date at the Redemption Price thereof together with interest accrued to the redemption date, all of the Bonds to be redeemed.

SECTION 4.03. Selection of Bonds to be Redeemed. If less than all of the Bonds are to be redeemed, the Bonds shall be redeemed only in whole multiples of $5,000. For purposes of redemption, each $5,000 of principal shall be considered as a Bond. If less than all of the Bonds shall be called for redemption, the principal amount and maturity of the Bonds to be redeemed shall be selected by the Bank and the Trustee shall select the particular Bonds to be redeemed by lot within a maturity in such manner as the Trustee may determine.

SECTION 4.04. Redemption Payments. The Trustee is hereby authorized and directed to apply funds deposited with the Trustee by the Bank in an amount sufficient to pay the Redemption Price of the Bonds or portions thereof called, together with accrued interest thereon to the redemption date. If proper notice of redemption by mailing has been given as provided in Section 4.05 hereof and sufficient funds for redemption shall be on deposit with the Trustee as aforesaid, interest on the Bonds or portions thereof thus called shall no longer accrue after the date fixed for redemption. No payment shall be made by the Trustee upon any Bond or portion thereof called for redemption until such Bond or portion thereof shall have been delivered for payment or cancellation or the Trustee shall have received the items required by Section 3.05 hereof with respect to any mutilated, lost, stolen or destroyed Bond.

SECTION 4.05. Notice of Redemption. Notice of the call for any optional redemption, identifying the Bonds to be redeemed (which may be a conditional notice of redemption), shall be given by the Trustee by mailing a copy of the redemption notice by registered or certified mail at least thirty (30) days but not more than forty-five (45) days prior to the date fixed for redemption to the Registered Owner of each Bond to be redeemed at the address shown on the Bond Register. Failure to give such notice by mailing to any Bondholder or any defect in such notice, shall not affect the validity of any proceeding for the redemption of any other Bonds.

SECTION 4.06. Cancellation. All Bonds which have been redeemed shall not be reissued but shall be canceled and destroyed by the Trustee in accordance with Section 3.07 hereof.

ARTICLE V
GENERAL COVENANTS

SECTION 5.01. Payment of Debt Service. The Bank covenants and agrees that it will promptly pay the principal of, Redemption Price and interest on every Bond issued under this Indenture at the place, on the dates and in the manner provided herein and in said Bonds according to the true intent and meaning thereof, provided that the principal, Redemption Price and interest are payable by the Bank solely from Revenues and any other funds or assets constituting the Trust Estate herein pledged to the Trustee as security by the Bank to the extent of that pledge.

SECTION 5.02. Bank's Performance of Covenants. The Bank covenants and agrees that it will faithfully perform at all times any and all covenants, undertakings, stipulations and provisions contained in this Indenture, and every Bond executed, authenticated and delivered hereunder and in all of its proceedings pertaining thereto. The Bank covenants and agrees that it is duly authorized under the constitution and laws of the State, including particularly the Act, to issue the Bonds authorized hereby and to execute this Indenture and to pledge the Revenues and all other property hereby pledged in the manner and to the extent herein set forth, that all action on its part for the issuance of the Bonds and the execution and delivery of this Indenture has been duly and effectively taken, and that the Bonds in the possession of the owners thereof are and will be valid and enforceable limited obligations of the Bank according to the terms thereof and hereof.

SECTION 5.03. Instruments of Further Assurance. The Bank covenants and agrees that the Trustee may defend its rights to the payment of the Revenues for the benefit of the owners of the Bonds against the claims and demands of all persons whomsoever. The Bank covenants and agrees that it will do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, such indentures supplemental hereto and such further acts, instruments and transfers as the Trustee may reasonably require for the better assuring, transferring, pledging, assigning and confirming unto the Trustee all and singular the rights assigned hereby and the amounts and other property pledged hereby to the payment of the principal of and interest on the Bonds.

SECTION 5.04. Covenants Concerning Program.

(a) In order to provide for the payment of the principal, Redemption Price and interest on the Bonds and Program Expenses, the Bank shall from time to time, with all practical dispatch and in a sound and economical manner consistent in all respects with the Act, the provisions of this Indenture and sound banking practices and principles, to the extent necessary to provide for the payment of the Bonds (i) do all such acts and things as shall be necessary to receive and collect Revenues (including enforcement of the prompt collection of all arrears on the Qualified Obligation), and (ii) diligently enforce, and take all steps, actions and proceedings reasonably necessary in the judgment of the Bank to protect its rights with respect to the Qualified Obligation and to enforce all terms, covenants and conditions of the Qualified Obligation including the collection, custody and prompt application of all Qualified Obligation Payments and deposits required by the terms of the Qualified Obligation for the purposes for which they were made.

(b) Whenever necessary in order to provide for the payment of debt service on the Bonds, the Bank shall commence appropriate remedies with respect to the occurrence of any event of default in connection with the Qualified Obligation or any other bonds issued by the Municipality pursuant to a resolution of the Municipality and as authorized by a supplemental bond resolution.

SECTION 5.05. Possession and Inspection of Qualified Obligation. The Trustee covenants and agrees to retain or cause its agent to retain possession of the Qualified Obligation and a copy of the transcript or documents related thereto and release them only in accordance with the provisions of this Indenture. The Bank and the Trustee covenant and agree that all records and documents in their possession relating to the Qualified Obligation shall at all times be open to inspection by such accountants or other agencies or persons as the Bank or the Trustee may from time to time designate.

SECTION 5.06. Accounts and Reports. The Bank covenants and agrees to keep proper records and accounts (separate from all other records and accounts) in which complete and correct entries shall be made of its transactions relating to the Program, the Qualified Obligation and the Funds and Accounts. Such records, and all other records and papers of the Bank, and such Funds and Accounts shall at all reasonable times be subject to the inspection of the Trustee and the Beneficial Owners of an aggregate of not less than five percent (5%) in principal amount of the Bonds then Outstanding or their representatives duly authorized in writing.

The Trustee covenants and agrees, if requested, to provide to the Bank prior to the twentieth (20th) day of the month following the end of each six-month period, commencing with the period ending **________** , a statement of the amount on deposit in each Fund and Account as of the first day of that month and of the total deposits to and withdrawals from each Fund and Account during the preceding six-month period.

The reports, statements and other documents required to be furnished to or by the Trustee pursuant to any provision of this Indenture shall be provided to the Beneficial Owners of an aggregate of not less than five percent (5%) in principal amount of the Bonds then Outstanding who file or have filed a written request therefor with the Trustee with any such costs of such documents to be paid by the Bondholder.

SECTION 5.07. Bank Covenants with Respect to the Qualified Obligation.

(a) The Bank covenants and agrees that it will not permit or agree to any material change in the Qualified Obligation.

(b) The Bank covenants and agrees that it will enforce or authorize the enforcement of all remedies available to owners or holders of the Qualified Obligation; provided, however, that decisions as to the enforcement of remedies shall be within the sole discretion of the Trustee as set forth in Article X hereof.

(c) The Bank covenants and agrees that it will not sell or dispose of the Qualified Obligation.

SECTION 5.08. Monitoring Investments. The Bank covenants and agrees to regularly review the investments held by the Trustee in the Funds and Accounts for the purpose of assuring that the Revenues derived from such investments are sufficient to provide, with other anticipated Revenues, the debt service on Outstanding Bonds.

SECTION 5.09. Covenants Concerning Preservation of Tax Exemption. The Bank hereby covenants and agrees to take all qualifying actions and shall take any qualifying actions that are necessary in order to protect and preserve the exclusion from gross income for federal income tax purposes of the interest on the Bonds. For this purpose, the Bank shall approve and deliver to the Trustee a certificate concerning the provisions of the Code necessary to protect and preserve such exclusion. Such certificate may only be amended from time to time upon the receipt by the Trustee of an Opinion of Bond Counsel to the effect that compliance by the Bank with the certificate will not adversely affect the exclusion of interest on the Bonds from gross income of the holders thereof for federal income tax purposes.

ARTICLE VI
REVENUES AND FUNDS

SECTION 6.01. Source of Payment of Bonds. The Bonds and all payments by the Bank hereunder are limited obligations of the Bank payable solely out of the Trust Estate as authorized by the constitution and statutes of the State, including particularly the Act and this Indenture, as provided herein.

SECTION 6.02. Creation of Funds. There are hereby created by the Bank and ordered established the General Fund and the Rebate Fund to be held by the Trustee. There are hereby created and established in the General Fund a "General Account," a "Bond Issuance Expense Account," a "Redemption Account" and a "Purchase Account." Upon the written request of the Bank, the Trustee shall establish and maintain hereunder such additional Funds, Accounts or subaccounts as the Bank may specify from time to time to the extent that in the judgment of the Trustee the establishment of such Fund or Account is not to the material prejudice of the Trustee or the Bondholders.

SECTION 6.03. Deposit of Net Proceeds of Bonds. The Trustee shall deposit the proceeds from the sale of the Bonds in the manner provided in Section 2.02 hereof.

(a) The Trustee shall deposit the proceeds of any Refunding Bonds in the manner provided in the Supplemental Indenture authorizing the issuance thereof.

SECTION 6.04. Deposit of Revenues and Other Receipts. Upon receipt of any Revenues or other receipts (except the proceeds of the Bonds and moneys received upon sale or redemption prior to maturity of the Qualified Obligation), the Trustee shall deposit such amounts into the General Account of the General Fund.

SECTION 6.05. Operation of General Account. The Trustee shall deposit in the General Account of the General Fund all amounts received for payment of principal and interest on the Bonds and required to be deposited therein pursuant to the provisions of this Article VI.

The Trustee shall invest funds in the General Account in accordance with Article VIII hereof and shall make the following payments from the General Account on the specified dates and, if there are not sufficient funds to make all the payments required, with the following order of priority:

(a) On or before each Interest Payment Date, to the Registered Owners such amount (including Investment Securities held by the Trustee maturing or callable on or before the Interest Payment Date) as shall be necessary to pay the principal and interest coming due on the Bonds on such Interest Payment Date;

(b) At such times as shall be necessary, to pay Program Expenses;

(c) On or before thirty (30) days after each anniversary of the issuance of the Bonds, the amounts, if any, to be transferred to the Rebate Fund as provided in the Arbitrage Rebate Agreement;

(d) After making such payments in paragraphs (a) through (c) above, the Trustee shall make a determination of the amounts reasonably expected to be received in the form of cash in the succeeding twelve (12) months and shall transfer all moneys in the General Account which, together with such expected receipts for the succeeding twelve (12) months are in excess of the amounts needed to pay principal and interest on the Bonds within the immediately succeeding twelve month period, to the Municipality at the request of the Municipality with the prior written approval of the Bank.

SECTION 6.06. Operation of the Redemption Account. The Trustee shall deposit in the Redemption Account all monies received upon the redemption prior to maturity of the Qualified Obligation and all other monies required to be deposited therein pursuant to the provisions of Article IV and Article VI hereof, shall invest such funds pursuant to Article VIII hereof and shall disburse the funds held in the Redemption Account to redeem Bonds. Such redemption shall be made pursuant to a redemption under the provisions of Article IV hereof.

SECTION 6.07. Operation of the Purchase Account. The Trustee shall deposit in the Purchase Account all moneys required to be deposited therein pursuant to the provisions of Section 2.02 and Article VI hereof, shall invest such funds pursuant to Article VIII hereof, and shall disburse the funds held in the Purchase Account to purchase the Qualified Obligation in accordance with the procedures established by the Bank as set forth in Article VII hereof upon the submission of a written requisition of the Bank signed by an Authorized Officer stating that all requirements with respect to such financing set forth in this Indenture have been or will be complied with. Upon purchase of the Qualified Obligation, the Municipality will provide for the deposit of such funds in the 2018 Construction Fund of the Municipality established under the Municipality Bond Resolution, which fund will be used by the Municipality to finance the Project. Any amounts remaining in the Purchase Account after the purchase of the Qualified Obligation shall be transferred to the General Account.

SECTION 6.08. Operation of Bond Issuance Expense Account. The Trustee shall deposit in the Bond Issuance Expense Account the moneys required to be deposited therein pursuant to Section 2.02 of this Indenture, shall invest such funds pursuant to Article VIII hereof and shall disburse the funds held in the Bond Issuance Expense Account as follows:

(a) Upon receipt of acceptable invoices and the written authorization of the Mayor of the Municipality and an Authorized Officer, to pay the Costs of Issuance of the Bonds and the Qualified Obligation or to reimburse the Bank or the Municipality for amounts previously advanced for such costs; and

(b) On the date that is sixty (60) days after the date of issuance of the Bonds, any funds remaining in the Bond Issuance Expense Account shall be transferred to the General Account.

SECTION 6.09. Operation of the Rebate Fund.

(a) The Trustee is authorized to establish and maintain, so long as any Bonds are Outstanding and are subject to a requirement that arbitrage profits be rebated to the United States of America, a separate fund to be known as the "Rebate Fund." The Trustee shall make information regarding the Bonds and investments hereunder available to the Bank and shall make deposits and disbursements from the Rebate Fund in accordance with the Arbitrage Rebate Agreement and Section 8.02 hereof, shall invest the Rebate Fund as directed by the Bank and shall deposit income from such investments immediately upon receipt thereof in the Rebate Fund. Anything in this Indenture to the contrary notwithstanding, the provisions of this Section may be superseded or amended by an amended Arbitrage Rebate Agreement and accompanied by an Opinion of Bond Counsel addressed to the Trustee to the effect that the provisions of the amended Arbitrage Rebate Agreement will not adversely affect the exclusion from gross income for federal income tax purposes of the interest on the Bonds.

(b) If a deposit to the Rebate Fund is required as a result of the computations made by or on behalf of the Bank pursuant to the Arbitrage Rebate Agreement, the Trustee shall, upon receipt of direction from the Bank, accept such payment for the benefit of the Bank and make transfers of moneys from the General Account or otherwise to the Rebate Fund to comply with such direction. If amounts in excess of that required to be rebated to the United States of America accumulate in the Rebate Fund, the Trustee shall, upon direction from the Bank, transfer such amount to the General Account.

(c) Not later than sixty (60) days following _____ 1, 20__, and every five (5) years thereafter, the Trustee shall, upon written request of the Bank in accordance with the Arbitrage

Rebate Agreement, pay to the United States of America one hundred percent (100%) of the amount required to be on deposit in the Rebate Fund as of such payment date provided that direction from the Bank for transfer of such amount to the Rebate Fund has been previously received by the Trustee pursuant to the provisions of Section 6.09(b), and further provided that funds were available in the General Account to fund one hundred percent (100%) of the amount required to be on deposit in the Rebate Fund as of such payment date. Not later than sixty (60) days after the final retirement of the Bonds, the Trustee shall upon written request of the Bank, pay to the United States of America one hundred percent (100%) of the amount owing to the United States of America. Each payment required to be paid to the United States of America pursuant to this Section shall be filed with the Internal Revenue Service Center, Ogden, Utah 84201. Each payment shall be accompanied by a copy of the Form 8038-G originally filed with respect to the Bonds and a statement of the Bank summarizing the determination of the amount to be paid to the United States of America.

SECTION 6.10. Moneys to be Held in Trust. All moneys required to be deposited with or paid to the Trustee for the account of any Fund or Account established under any provision of this Indenture shall be held by the Trustee in trust and applied in accordance with the provisions of this Indenture, except for moneys held pursuant to the Rebate Fund and any Accounts created thereunder and except for moneys deposited with or paid to the Trustee for the redemption of Bonds, notice of the redemption of which has been duly given, and shall, while held by the Trustee, constitute part of the Trust Estate and be subject to the security interest created hereby and shall not be subject to any lien or attachment by any creditor of the Bank.

SECTION 6.11. Amounts Remaining in Funds or Accounts. Any amounts remaining in any Fund or Account after full payment of the Bonds and the fees, charges (including any required rebate to the United States of America) and expenses of the Trustee and all other amounts due and owing hereunder shall be distributed to the Municipality, except for any moneys owing to the Bank which shall be paid to such party and except as provided in Section 3.08 hereof.

SECTION 6.12. Certain Verifications. The Bank and/or the Trustee from time to time may cause a firm of independent certified public accountants of national standing or other nationally recognized experts to supply the Bank and the Trustee with such information as the Bank or the Trustee may request in order to determine in a manner reasonably satisfactory to the Bank and the Trustee all matters relating to (a) the sufficiency of projected cash flow receipts and disbursements with respect to the Funds and Accounts to pay the principal of and interest on the Bonds and Program Expenses; (b) the actuarial yields on the Outstanding Bonds as the same may relate to any data or conclusions necessary to verify that the Bonds are not arbitrage bonds within the meaning of Section 148 of the Code; (c) the yields on any obligations acquired and held by the Bank and/or the Trustee; and (d) the rebate calculation required by Section 6.09 hereof. The Bank and/or the Trustee from time to time may also obtain an Opinion of Bond Counsel concerning post-issuance compliance with any federal legislation applicable to the Bonds. The fees of such independent certified public accountants and Bond Counsel shall constitute reimbursable Program Expenses to be paid by the Municipality.

ARTICLE VII
PURCHASE OF QUALIFIED OBLIGATION

SECTION 7.01. Terms and Conditions of Purchase. The Qualified Obligation purchased by the Bank shall be purchased on the terms and conditions of, and upon submission of the documents required by this Article VII.

SECTION 7.02. Purchase. The Trustee shall pay the purchase price of the Qualified Obligation upon receipt by the Trustee of:

(a) a written requisition of the Bank signed by an Authorized Officer stating to whom payment is to be made and the amount to be paid;

(b) a certificate signed by an Authorized Officer attached to the requisition and certifying that the Municipality, pursuant to the Qualified Obligation Purchase Agreement, has sold or will sell the Qualified Obligation to the Bank and is obligated to make Qualified Obligation Payments and to pay all fees and charges required to be paid to the Bank under the Municipality Bond Resolution, and that, to the knowledge of such officer, the Municipality is not in default under the payment terms or other material terms or provisions of any other obligations of the Municipality;

(c) a certified transcript of proceedings authorizing the issuance, execution and delivery of the Qualified Obligation, which transcript shall contain the certifications required by the Act and such other certifications and representations which are reasonable and appropriate as determined by the Bank or the Trustee;

(d) the opinions of Bond Counsel and Counsel for the Municipality in form satisfactory to the Bank stating that the Qualified Obligation constitutes a valid and binding obligation enforceable in accordance with its terms, subject to such enforcement limitations customarily contained in such opinions;

(e) the Qualified Obligation, registered as to both principal and interest to the Bank and delivered in accordance with the Act;

(f) an Opinion of Counsel for the Municipality in form satisfactory to the Bank stating that such Municipality is a "local governmental unit" within the meaning of the Act;

(g) a signed Qualified Obligation Purchase Agreement from the Municipality; and

(h) an executed Arbitrage Rebate Agreement.

Upon receipt of the documents enumerated above, the Trustee shall pay such amount directly to the entity entitled thereto as named in the requisition described in Section 7.02(a) above.

SECTION 7.03. Retention and Inspection of Documents. The Qualified Obligation and all documents received by the Trustee as required in this Article as a condition of payment may be relied upon by and shall be retained in the possession of the Trustee, subject at all times during normal business hours to the inspection of the Bank and, after written request received by the Trustee at least five (5) Business Days prior to the date of inspection, by any Beneficial Owner of at least five percent (5%) in principal amount of Outstanding Bonds.

SECTION 7.04. Report. Within sixty (60) days after the delivery of the Bonds, the Trustee shall file a written report with the Bank, if requested by the Bank, and the Municipality covering all receipts and all disbursements made pursuant to the provisions of this Article VII in respect of the net proceeds of the Bonds deposited in the Purchase Account. Said report shall be supplemented at least once every sixty (60) days by the Trustee until all of the net proceeds of the Bonds deposited in the Purchase Account shall have been expended.

ARTICLE VIII
INVESTMENT OF MONEYS

SECTION 8.01. General Provisions.

(a) Any moneys held as part of any Fund or Account created under or pursuant to Article VI hereof including the Rebate Fund shall be invested or reinvested by the Trustee as continuously as reasonably possible in such Investment Securities as may be directed in writing by the Bank. All such investments shall at all times be a part of the Fund or Account in which the moneys used to acquire such investments had been deposited and, except as provided in Article VI, all income and profits on such investments, other than from moneys on deposit in the Rebate Fund or any Account created thereunder, shall be deposited as received in the General Account. The Trustee may make any and all such investments through its bond department or through the bond department of any financial institution that is an affiliate of the Trustee and may trade with itself or any of its affiliates in doing so. Moneys in separate Funds and Accounts may not be commingled for the purpose of investment or deposit. Any investment losses shall be charged to the Fund or Account in which moneys used to purchase such investment had been deposited. For so long as the Trustee is in compliance with the provisions of this Section 8.01, the Trustee shall not be liable for any investment losses. Moneys in any Fund or Account shall be invested in Investment Securities with a maturity date or a redemption date that shall coincide as nearly as practicable with times at which moneys in such Funds or Accounts will be required for the purposes thereof. The Trustee shall sell and reduce to cash a sufficient amount of such investments in the respective Fund or Account whenever the cash balance therein is insufficient to pay the amounts contemplated to be paid therefrom at the time those amounts are to be paid. All investment income from the assets held in any Fund or Account, except for the Rebate Fund and any Accounts created thereunder, will be added to the General Account.

(b) The Bank (i) certifies to the owners of the Bonds from time to time Outstanding that moneys on deposit in any Fund or Account in connection with the Bonds, whether or not such moneys were derived from the proceeds of the sale of the Bonds or from any other sources, are not intended to be used in a manner which will cause the interest on the Bonds to lose the exclusion from gross income for federal income tax purposes and (ii) covenants with the owners of the Bonds from time to time Outstanding that, so long as any of the Bonds remain Outstanding, moneys on deposit in any Fund or Account established in connection with the Bonds, whether or not such moneys were derived from the proceeds of the sale of the Bonds or from any other source, will not be used in any manner which will cause the interest on the Bonds to become subject to federal income taxation.

SECTION 8.02. Valuation of Investments. For the purpose of determining the amount in any Fund or Account, all Investment Securities credited to such Fund or Account shall be valued at the lesser of (a) the average of the bid and asked prices most recently published prior to the date of determination for those Investment Securities, the bid and asked prices of which are published on a regular basis in *The Wall Street Journal*, or, if not there, in *The New York Times*; or (b) the average bid price as of the date of determination by any two nationally recognized government securities dealers selected by the Trustee for those Investment Securities the bid and asked prices of which are not published on a regular basis as set forth in subsection (a) above; or (c) par value (plus, prior to the first payment of interest following purchase, the amount of any accrued interest paid as part of the purchase price) for Investment Securities which are certificates of deposit and bankers acceptances; or (d) for all other Investment Securities the lesser of cost or market value (exclusive of accrued interest paid as part of the purchase price after the first payment of interest following purchase); provided, however, that any repurchase agreements shall be valued, respectively, at the unpaid repurchase price or principal balance collectible pursuant thereto.

SECTION 8.03. Arbitrage Restrictions; Bonds to Remain Tax Exempt.

(a) The Bank shall provide the Trustee with the Arbitrage Rebate Agreement which shall govern the investment of the Funds and Accounts and the application of Section 6.09 hereof.

(b) Without limiting subsection (b) of Section 8.01 hereof, the Bank further covenants and agrees that it will not take any action or fail to take any action with respect to the investment of the proceeds of the Bonds, or with respect to the investment or application of any payments under the Qualified Obligation or any other agreement or instrument entered into in connection therewith or with the issuance of the Bonds, including but not limited to the obligation, if any, to rebate certain funds to the United States of America, which would result in constituting the Bonds arbitrage bonds within the meaning of such term as used in Section 148 of the Code. The Bank further agrees that it will not act in any other manner that would adversely affect the exclusion from gross income tax for federal income tax purposes of the interest on the Bonds.

ARTICLE IX
DISCHARGE OF INDENTURE

SECTION 9.01. Discharge of Indenture. Except as provided in this Article IX, if payment or provision for payment is made to the Trustee of the principal of, premium, if any, and interest due and to become due on the Bonds at the times and in the manner stipulated therein, and there is paid or caused to be paid to the Trustee all sums of money due and to become due according to the provisions hereof, and all other amounts due hereunder have been paid in full, then these presents and the Trust Estate and rights hereby granted shall cease, terminate and be void, whereupon the Trustee shall cancel and discharge the lien of this Indenture, and execute and deliver to the Bank such instruments in writing as shall be requisite to cancel and discharge the lien hereof, and release, assign and deliver unto the Bank any and all estate, right, title and interest in and to any and all rights assigned or pledged to the Trustee hereby or otherwise subject to the lien of this Indenture, except moneys or securities held by the Trustee for the payment of the principal of, premium, if any, and interest on the Bonds.

Any Bond shall be deemed to be paid within the meaning of this Indenture when (a) payment of the principal of (and premium, if any, on) such Bond and interest thereon to the due date thereof (whether such due date be by reason of maturity or upon redemption as provided herein or otherwise), either (i) shall have been made or caused to have been made in accordance with the terms thereof, or (ii) shall have been provided for by irrevocably depositing with the Trustee or other financial institution (which must meet the requirements of Section 11.07 hereof) which provides services as escrow agent for the Bank (for purposes of this Article, an "Escrow Agent"), in trust and exclusively for such payment, (A) moneys sufficient to make such payment or (B) Governmental Obligations maturing as to principal and interest in such amounts and at such times, without consideration of any reinvestment thereof, as will insure the availability of sufficient moneys to make such payment, or (C) a combination of such moneys and Governmental Obligations, and (b) all necessary and proper fees and expenses of the Trustee pertaining to the Bonds, including the amount, if any, required to be rebated to the United States of America in accordance with the Arbitrage Rebate Agreement and Section 6.09 hereof, with respect to which such deposit is made shall have been paid or deposited with the Trustee.

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

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

(y) to timely call for redemption pursuant to this Indenture any Bond to be redeemed prior to maturity pursuant to (x) of this paragraph; and

(z) to timely mail, in the manner prescribed by Article IV hereof, a notice to the owners of such Bonds satisfying the requirements thereof.

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

Notwithstanding any provision of any other Article of this Indenture which may be contrary to the provisions of this Article, all moneys or Governmental Obligations set aside and held in trust pursuant to the provisions of this Article for the payment of Bonds (including interest thereon but excluding any amounts, if any, set aside for rebate to the United States of America in accordance with the Arbitrage Rebate Agreement and Section 6.09 hereof) shall be applied to and used solely for the payment of the particular Bonds (including interest thereon) with respect to which such moneys or obligations have been so set aside in trust.

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

ARTICLE X
DEFAULT PROVISIONS AND REMEDIES OF TRUSTEE AND BONDHOLDERS

SECTION 10.01. Defaults; Events of Default. If any of the following events occurs, it is hereby defined as and declared to be and to constitute an "Event of Default":

(a) Default in the due and punctual payment of any interest on any Bond; or

(b) Default in the due and punctual payment of the principal of any Bond whether at the stated maturity thereof or on any date fixed for redemption; or

(c) Failure of the Bank to remit to the Trustee within the time limits prescribed herein any moneys which are required by this Indenture to be so remitted; or

(d) Default in the performance or observance of any other of the covenants, agreements or conditions on the part of the Bank contained in this Indenture or in the Bonds and failure to remedy the same within the time provided in, and after notice thereof pursuant to, Section 10.10 hereof; or

(e) Any warranty, representation or other statement by or on behalf of the Bank contained in this Indenture or in any instrument furnished in compliance with or in reference to this Indenture is false or misleading, when made, in any material respect, and failure to remedy the same within the time provided in, and after notice thereof pursuant to, Section 10.10 hereof; or

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

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

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

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

(j) There is a default under the Qualified Obligation and/or the Municipality Bond Resolution.

SECTION 10.02. Remedies; Rights of Bondholders. Upon the occurrence of an Event of Default, the Trustee shall in its discretion, except for Events of Default under Section 10.01(a), (b), (i) and (j), notify the owners of all Bonds then Outstanding of such Event of Default by registered or certified mail, and will have the following rights and remedies:

(a) The Trustee may pursue any available remedy at law or in equity or by statute to enforce the payment of the principal of and interest on the Bonds then Outstanding, including enforcement of any rights of the Bank or the Trustee under the Qualified Obligation, including, but not limited to, acceleration thereof.

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

(c) Upon the filing of a suit or other commencement of judicial proceedings to enforce any rights of the Trustee and of the Bondholders under this Indenture, the Trustee will be entitled, as a matter of right, to the appointment of a receiver or receivers of the Trust Estate and of the Revenues, issues, earnings, income, products and profits thereof, pending such proceedings, with such powers as the court making such appointment shall confer.

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

Upon the occurrence of an Event of Default, (a) if requested so to do by the holders of twenty-five percent (25%) or more in aggregate principal amount of all Bonds then Outstanding, and (b) if secured and/or indemnified as provided in Section 11.01(k) hereof, the Trustee shall be obligated to exercise such one or more of the rights, remedies and powers conferred by this Section as the Trustee, being advised by Counsel, shall deem most expedient in the interests of the Bondholders.

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

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

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

SECTION 10.03. Rights of Bondholders to Direct Proceedings. Anything in this Indenture to the contrary notwithstanding, the Beneficial Owners of a majority in aggregate principal amount of Bonds then Outstanding shall have the right, at any time during the continuance of an Event of Default, by an instrument or instruments in writing executed and delivered to the Trustee, to direct the time, method and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions of this Indenture, or for the appointment of a receiver or any other proceedings hereunder; provided that such direction shall not be otherwise than in accordance with the provisions of law and of this Indenture including Section 11.01(k) hereof.

SECTION 10.04. Appointment of Receivers. Upon the occurrence of an Event of Default, and upon the filing of a suit or other commencement of judicial proceedings to enforce any rights of the Trustee and of the Bondholders under this Indenture, the Trustee shall be entitled, as a matter of right, to the appointment of a receiver or receivers of the Trust Estate and of the Revenues, issues, earnings, income, products and profits thereof, pending such proceedings with such powers as the court making such appointment shall confer.

SECTION 10.05. Application of Moneys. All moneys received by the Trustee pursuant to any right or remedy given or action taken under the provisions of this Article (including moneys received by virtue of action taken under provisions of the Qualified Obligation) shall, after payment of the costs and expenses of the proceedings resulting in the collection of such moneys and of the expenses, liabilities and advances incurred or made by the Trustee and any other moneys owed to the Trustee hereunder, be deposited in the General Account and all moneys in such Accounts shall be applied as follows:

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

> **FIRST** - To the payment to the persons entitled thereto of all installments of interest then due on the Bonds, including interest on any past due principal of any Bond at the rate borne by such Bond, in the order of the maturity of the

installments of such interest and, if the amount available shall not be sufficient to pay in full any particular installment, then to such payment ratably, according to the amounts due on such installments, to the persons entitled thereto, without any discrimination or privilege;

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

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

(b) If the principal of all the Bonds shall have become due or shall have been declared due and payable, all such moneys shall be applied to the payment of the principal and interest then due and unpaid upon the Bonds, without preference or priority of principal over interest or of interest over principal, or of any installment of interest over any other installment of interest, or of any Bond over any other Bond, ratably, according to the amounts due respectively for principal and interest, to the persons entitled thereto without any discrimination or privilege.

Whenever moneys are to be applied pursuant to the provisions of this Section, such moneys shall be applied at such times, and from time to time, as the Trustee shall determine, having due regard for the amount of such moneys available for application and the likelihood of additional moneys becoming available for such application in the future. Whenever the Trustee shall apply such funds, it shall fix the date (which shall be an Interest Payment Date unless the Trustee shall deem another date more suitable) upon which such application is to be made and upon such date interest on the amounts of principal to be paid on such dates shall cease to accrue. The Trustee shall give such notice as it may deem appropriate of the deposit with it of any such moneys and of the fixing of any such date, and shall not be required to make payment of principal to the owner of any Bond until such Bond shall be presented to the Trustee for appropriate endorsement or for cancellation if fully paid.

Whenever all principal of and interest on all Bonds have been paid under the provisions of this Section and all expenses and charges of the Trustee have been paid and all other amounts due hereunder have been paid in full, any balance remaining in the General Account shall be paid as provided in Article VI hereof.

SECTION 10.06. Remedies Vested in the Trustee. All rights of action (including the right to file proof of claims) under this Indenture or under any of the Bonds may be enforced by the Trustee without the possession of any of the Bonds or the production thereof in any trial or other proceeding related thereto and any such suit or proceeding instituted by the Trustee shall be brought in its name as Trustee without the necessity of joining as plaintiffs or defendants any owners of the Bonds, and any recovery of judgment shall be for the equal and ratable benefit of the owners of all the Outstanding Bonds.

SECTION 10.07. Rights and Remedies of Bondholders. No owner of any Bond shall have any right to institute any suit, action or proceeding at law or in equity for the enforcement of this Indenture or for the execution of any trust hereof or for the appointment of a receiver or any other remedy hereunder, unless (a) a Default has occurred, (b) such Default shall have become an Event of Default and the Beneficial Owners of not less than twenty-five percent (25%) in aggregate principal amount of Bonds then Outstanding shall have made written request to the Trustee and shall have offered it reasonable opportunity either to proceed to exercise the remedies hereinbefore granted or to institute such action, suit or proceeding in its own name, (c) such Beneficial Owners of Bonds have offered to the Trustee security and/or indemnity as provided in Section 11.01(k) hereof, and (d) the Trustee has refused or for sixty (60) days after receipt of such request and offer of security and/or indemnification has failed to exercise the remedies hereinbefore granted or to institute such action, suit or proceeding in its own name, and such request and offer of security and/or indemnity are hereby declared in every case at the option of Trustee to be conditions precedent to the execution of the powers and trusts of this Indenture, and to any action or cause of action for the enforcement of this Indenture, or for the appointment of a receiver or for any other remedy hereunder; it being understood and intended that no one or more owners of the Bonds shall have any right in any manner whatsoever to affect, disturb or prejudice the lien of this Indenture by its, his, her or their action or to enforce any right hereunder except in the manner herein provided, and that all proceedings at law or in equity shall be instituted, had and maintained in the manner herein provided and for the equal and ratable benefit of the owners of all Bonds then Outstanding. However, nothing contained in this Indenture shall affect or impair the right of any Bondholder to enforce the payment of the principal of, premium, if any, and interest on any Bond at and after the maturity thereof, or the limited obligation of the Bank to pay the principal of, premium, if any, and interest on each of the Bonds issued hereunder to the respective owners thereof at the time and place, from the source and in the manner expressed in the Bonds.

SECTION 10.08. Termination of Proceedings. In case the Trustee or any owner of any Bonds shall have proceeded to enforce any right under this Indenture by the appointment of a receiver or otherwise, and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely, then and in every such case the Bank, the Trustee and the Bondholders shall be restored their former positions and rights hereunder, respectively, and with regard to the property herein subject to this Indenture, and all rights, remedies and powers of the Trustee and the owners of Bonds shall continue as if no such proceedings had been taken.

SECTION 10.09. Waivers of Events of Default. The Trustee may at its discretion waive any Event of Default hereunder and its consequences, and shall do so upon the written request of the Beneficial Owners of (a) more than sixty-six and two-thirds percent (66 2/3%) in aggregate principal amount of all the Bonds then Outstanding in respect of which an Event of Default in the payment of principal or interest exists, or (b) more than fifty percent (50%) in aggregate principal amount of all Bonds then Outstanding in the case of any other Event of Default; provided, however, that there shall not be waived (x) any Event of Default in the payment of the principal of any Outstanding Bond at the date of maturity specified therein or (y) any Event of Default in the payment when due of the interest on any Outstanding Bond unless prior to such waiver all of the interest or all payments of principal when due, as the case may be, with interest on overdue principal at the rate borne by such Bond, and all expenses of the Trustee in connection with such Event of Default shall have been paid or provided for or (z) any Event of Default for nonpayment of Program Expenses. In case of any such waiver or rescission, or in case any proceeding taken by the Trustee on account of any such Event of Default shall have been discontinued or abandoned or determined adversely, then and in every such case the Bank, the Trustee and the Bondholders shall be restored to their former positions and rights hereunder, respectively, but no such waiver or recession shall extend to any subsequent or other Event of Default or impair any rights consequent thereon.

SECTION 10.10. Notice of Defaults under Section 10.01(d) or (e); Opportunity of the Bank to Cure Such Defaults. Anything herein to the contrary notwithstanding, no Default under Section 10.01(d) or (e) hereof shall constitute an Event of Default until actual notice of such Default by registered or certified mail shall be given to the Bank by the Trustee or the Beneficial Owners of not less than twenty-five percent (25%) in aggregate principal amount of all Bonds then Outstanding and the Bank shall have had sixty (60) days after receipt of such notice to correct the Default or cause the Default to be corrected, and shall not have corrected the Default or caused the Default to be corrected within the applicable period; provided, however, if the Default be such that it is correctable but cannot be corrected within the applicable period, it shall not constitute an Event of Default if corrective action is instituted by the Bank within the applicable period and diligently pursued until the Default is corrected. If a Default is cured under this Section 10.10, then it will not constitute an Event of Default.

With regard to any alleged Default concerning which notice is given to the Bank under the provisions of this Section, the Bank hereby grants to the Trustee full authority for the account of the Bank to perform any covenant or obligation, the failure of performance which is alleged in said notice to constitute an Event of Default, in the name and stead of the Bank with full power to do any and all things and acts to the same extent that the Bank could do and perform any such things and acts and with power of substitution.

ARTICLE XI
TRUSTEE

SECTION 11.01. Acceptance of the Trusts. The Trustee hereby accepts the trusts and duties imposed upon it by this Indenture, and agrees to perform said trusts and duties with the same degree of care and skill in their exercise, as a prudent corporate trustee would exercise or use under the circumstances in the conduct of its own affairs, but only upon and subject to the following express terms and conditions:

(a) The Trustee, prior to the occurrence of an Event of Default and after the curing of all Events of Default which may have occurred, undertakes to perform such duties and only such duties as are specifically set forth in this Indenture. In case an Event of Default has occurred (which has not been cured or waived), the Trustee shall exercise the rights and powers vested in it by this Indenture in accordance with the standard specified above.

(b) The Trustee may execute any of the trusts or powers hereof and perform any of its duties by or through attorneys, agents, receivers or employees but shall not be answerable for the conduct of the same if appointed in accordance with the standard specified above, and shall be entitled to advice of Counsel concerning all matters of trusts hereof and the duties hereunder, and may in all cases pay such reasonable compensation to all such attorneys, agents, receivers and employees as may reasonably be employed in connection with the trusts hereof. The Trustee may act upon the opinion or advice of any attorney or firm of attorneys (who may be the attorney or firm of attorneys for the Bank), approved by the Trustee in the exercise of reasonable care. The Trustee shall not be responsible for any loss or damage resulting from any action or non-action in good faith in reliance upon such opinion or advice.

(c) The Trustee shall not be responsible for any recital herein or in the Bonds, other than the Certificate of Authentication required by Section 3.04 hereof, or for the validity of the execution by the Bank of this Indenture or of any supplements hereto or instruments of further assurance, or for the sufficiency of the security for the Bonds issued hereunder or intended to be secured hereby.

(d) The Trustee shall not be accountable for the use of any Bonds authenticated or delivered hereunder. The Trustee may become the owner of Bonds secured hereby with the same rights which it would have if not the Trustee and Bonds owned by the Trustee shall be deemed Outstanding unless canceled pursuant to the provisions hereof.

(e) The Trustee shall be protected in acting upon any notice, request, consent, certificate, order, affidavit, letter, telegram or other paper or document reasonably believed to be genuine and correct and to have been signed or sent by the proper person or persons. The Trustee shall not withhold unreasonably its consent, approval or action to any reasonable request of the Bank. Any action taken by the Trustee pursuant to this Indenture upon the request of the Bank or consent of any person who at the time of making such request or giving such consent is the owner of any Bond, shall be conclusive and binding upon all future owners of the same Bond and upon Bonds issued in exchange therefor or in place thereof.

(f) As to the existence or nonexistence of any fact or as to the sufficiency or validity of any instrument, paper or proceeding, the Trustee shall be entitled in good faith to rely upon a certificate signed by an Authorized Officer as sufficient evidence of the facts therein contained and prior to the occurrence of an Event of Default of which the Trustee has become aware shall also be at liberty to accept a similar certificate to the effect that any particular dealing, transaction or action is necessary or expedient but may at its discretion secure such further evidence deemed necessary or advisable, but shall in no case be bound to secure the same. The Trustee may accept a certificate of an Authorized Officer of the Bank under its seal to the effect that a resolution in the form therein set forth has been adopted by the Bank as conclusive evidence that such resolution has been duly adopted and is in full force and effect.

(g) The permissive right of the Trustee to do things enumerated in this Indenture shall not be construed as a duty and it shall not be answerable for such other than for its gross negligence or willful default.

(h) At any and all reasonable times the Trustee and its duly authorized agents, attorneys, experts, engineers, accountants and representatives shall have the right to inspect any and all of the books, papers and records of the Bank pertaining to the Revenues and receipts pledged to the payment of the Bonds, and to take such memoranda from and in regard thereto as may be desired.

(i) The Trustee shall not be required to give any bond or surety in respect of the execution of the said trusts and powers or otherwise in respect of the premises.

(j) Notwithstanding anything elsewhere in this Indenture contained, the Trustee shall have the right, but shall not be required, to demand, in respect of the authentication of any Bonds, the withdrawal of any cash, or any action whatsoever within the purview of this Indenture, any showings, certificates, opinions, appraisals or other information, or corporate action or evidence thereof, in addition to that by the terms hereof required as a condition of such action, deemed desirable by the Trustee for the purpose of establishing the right of the Bank to the authentication of any Bond, the withdrawal of any cash or the taking of any other action by the Trustee.

(k) Before taking any action referred to in Section 10.02, 10.03 or 10.07 hereof, the Trustee may require that a satisfactory indemnity bond and/or other security be furnished for the reimbursement of all expenses to which it may be put and to protect it against all liability, except liability which is adjudicated to have resulted from its gross negligence or willful default.

(l) All moneys received by the Trustee shall, until used, applied or invested as herein provided, be held in trust for the purposes for which they were received but need not be segregated from other funds except to the extent required by law. The Trustee shall not be under any liability for interest on any moneys received hereunder except such as may be agreed upon in writing.

(m) The Trustee for all purposes of this Indenture shall be deemed to be aware of any Event of Default in the payment of principal, premium, if any, or interest on any of the Bonds.

SECTION 11.02. Fees, Charges and Expenses of the Trustee. The Trustee shall be entitled to prompt payment and reimbursement upon demand for reasonable fees for its services rendered hereunder and all advances, counsel fees and other expenses reasonably and necessarily made or incurred by the Trustee in connection with such services. The Trustee shall be entitled to payment and reimbursement for the reasonable fees and charges of the Trustee as paying agent and registrar for the Bonds but only as hereinabove provided. Upon any Event of Default, but only upon an Event of Default, the Trustee shall have a first lien with right of payment prior to payment on account of principal of or interest on any Bond upon the Trust Estate for the foregoing fees, charges and expenses incurred by it, respectively.

SECTION 11.03. Intervention by the Trustee. In any judicial proceeding to which the Bank is a party and which in the opinion of the Trustee and its Counsel has a substantial bearing on the interests of the owners of the Bonds, the Trustee may intervene on behalf of the Bondholders, and shall do so if requested in writing by the Beneficial Owners of at least twenty-five percent (25%) of the aggregate principal amount of Bonds then Outstanding upon receiving security and/or indemnification satisfactory to the Trustee.

SECTION 11.04. Successor Trustee. Any corporation or association into which the Trustee may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer its trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer to which it is a party ("Reorganization"), ipso facto shall be and become successor Trustee hereunder, if legally qualified to serve as such, and vested with all of the title to the Trust Estate and all the trusts, powers, discretions, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any instrument or any further act, deed or conveyance on the part of any of the parties hereto, anything herein to the contrary notwithstanding; provided that within thirty (30) days of the effective date of such Reorganization, the Bank may object to such corporation or association becoming successor Trustee by filing written notice of such objection with the Trustee and by mailing such notice to each Bondholder whereupon a successor or temporary Trustee shall be appointed in accordance with Section 11.07 hereof.

SECTION 11.05. Resignation by the Trustee. The Trustee and any successor Trustee may at any time resign from the trusts hereby by giving thirty (30) days' written notice by registered or certified mail to the Bank, the Municipality and the owner of each Bond as shown by the list of Bondholders required by this Indenture to be kept at the office of the Trustee, and such resignation shall only take effect upon the appointment of a successor Trustee in accordance with Section 11.07 and acceptance of such appointment by the successor Trustee. Notwithstanding any other provision of this Indenture, no removal, resignation or termination of the Trustee shall take effect until a successor shall be appointed.

SECTION 11.06. Removal of the Trustee. The Trustee may be removed at any time with or without cause by an instrument or concurrent instruments in writing delivered to the Trustee and to the Bank and signed by the (a) the Municipality, or (b) the Beneficial Owners of a majority in aggregate principal amount of all Bonds then Outstanding or their attorneys-in-fact duly authorized. Notice of the removal of the Trustee shall be given in the same manner as provided in Section 11.05 hereof with respect to the resignation of the Trustee. So long as no Event of Default or an event which, with the passage of time would become an Event of Default, shall have occurred and be continuing, the Trustee may be removed at any time for cause by resolution or other official written action taken by the Bank and the Municipality with such written action to be filed with the Trustee.

SECTION 11.07. Appointment of Successor Trustee by the Bondholders; Temporary Trustee. In case the Trustee shall resign or be removed, or be dissolved, or shall be in course of dissolution or liquidation, or otherwise become incapable of acting hereunder, or in case it shall be taken under the control of any public officer or officers, or of a receiver appointed by a court, a successor may be appointed by the owners of a majority in aggregate principal amount of all Bonds then Outstanding, by an instrument or concurrent instruments in writing signed by such owners, or by their attorneys-in-fact duly authorized, a copy of which shall be delivered personally or sent by registered mail to the Bank and the Municipality. Nevertheless, in case of such vacancy, the Bank by resolution may appoint a temporary Trustee to fill such vacancy. Within ninety (90) days of such appointment, the Bondholders may appoint a successor Trustee; any such successor Trustee so appointed by the Bank shall become the successor Trustee if no appointment is made by the Bondholders within such period, but in the event an appointment is made by the Bondholders, the temporary Trustee shall immediately and without further act be superseded by any Trustee so appointed by such Bondholders. Notice of the appointment of a successor Trustee shall be given in the same manner as provided by Section 11.05 hereof with respect to the resignation of a Trustee. Every such Trustee appointed pursuant to the provisions of this Section shall be a trust company or bank having its principal place of business in the United States of America duly authorized to exercise trust powers and having a reported capital and surplus of not less than $75,000,000, if there be such an institution willing, qualified and able to accept the trust upon reasonable or customary terms.

SECTION 11.08. Concerning Any Successor Trustee. Every successor Trustee appointed hereunder shall execute, acknowledge and deliver to its predecessor and also to the Bank and the Municipality an instrument in writing accepting such appointment hereunder, and thereupon such successor, without any further act, deed or conveyance, shall become fully vested with all the estates, properties, rights, powers, trusts, duties and obligations of its predecessors; but such predecessor shall, nevertheless, on the written request of the Bank or the Municipality, after the payment of all fees, charges and expenses which may be due and owing to such predecessor pursuant to the provisions of Section 11.02 hereof, execute and deliver an instrument transferring to such successor Trustee all the estates, properties, rights, powers and trusts of such predecessor hereunder; and every predecessor Trustee shall deliver all securities, moneys and other property or documents held by it as Trustee hereunder to its successor hereunder. Should any instrument in writing from the Bank be required by any successor Trustee for more fully and certainly vesting in such successor the estate, rights, powers and duties hereby vested or intended to be vested in the predecessor, any and all such instruments in writing shall, on request, be executed, acknowledged and delivered by the Bank. The resignation of any Trustee and the instrument or instruments removing any Trustee and appointing a successor hereunder, together with all other instruments provided for in this Article, shall be filed or recorded by the successor Trustee in each recording office where this Indenture shall have been filed or recorded.

SECTION 11.09. Indemnification. The Bank, will, to the fullest extent permitted by law, protect, indemnify and save the Trustee and its respective officers, board members, agents, and employees, harmless from and against all liabilities, losses, damages, costs, expenses (including attorneys' fees and expenses of the Trustee), taxes, causes of action, suits, claims, demands and judgments of any nature arising from:

(a) violation of any agreement, provision or condition of this Indenture, the Qualified Obligation, the Bonds or the Municipality Bond Resolution except a violation by the Trustee resulting from its gross negligence or willful misconduct;

(b) any statement or information relating to the expenditure of the proceeds of the Bonds contained in the "Tax Certificate" or similar document furnished by the Municipality to the Bank which, at the time made, is misleading, untrue or incorrect in any material respect; and

(c) any untrue statement or alleged untrue statement of a material fact contained in any offering material relating to the sale or remarketing of the Bonds (as from time to time amended or supplemented) or arising out of or based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary in order to make the statements therein not misleading, or failure to properly register or otherwise qualify the sale of the Bonds or failure to comply with any licensing or other law or regulation which would affect the manner whereby or to whom the Bonds could be sold.

Promptly after receipt by the Trustee of notice of the commencement of any action with respect to which security and/or indemnity may be sought against the Bank under this Section, the Trustee will notify the Bank in writing of the commencement thereof, and, subject to the provisions hereinafter stated, the Bank shall assume the defense of such action (including the employment of Counsel or such other person as the case may be, and the payment of expenses). Insofar as such action shall relate to any alleged liability with respect to which security and/or indemnity may be sought against the Bank, the Trustee shall have the right to employ separate Counsel in any such action and to participate in the defense thereof, but the fees and expenses of such Counsel shall not be at the expense of the Bank unless the employment of such Counsel has been specifically authorized by the Bank. The Bank shall not be liable to indemnify any person for any settlement of any such action effected without its consent.

The provisions of this Section 11.09 shall survive the payment and discharge of the Qualified Obligation and the Bonds.

SECTION 11.10. Successor Trustee as Trustee of Funds, Paying Agent and Registrar. In the event of a change in the office of Trustee, the predecessor Trustee which has resigned or been removed shall cease to be Trustee of the funds provided hereunder and registrar and paying agent for principal of, premium, if any, and interest on the Bonds, and the successor Trustee shall become such Trustee, registrar and paying agent.

ARTICLE XII
SUPPLEMENTAL INDENTURES

SECTION 12.01. Supplemental Indentures not Requiring Consent of Bondholders. The Bank and the Trustee may, without the consent of, or notice to, any of the Bondholders, enter into an indenture or indentures supplemental to this Indenture for any one or more of the following purposes:

(a) To cure any ambiguity or formal defect or omission in this Indenture;

(b) To grant to or confer upon the Trustee for the benefit of the Bondholders any additional benefits, rights, remedies, powers or authorities that may lawfully be granted to or conferred upon the Bondholders or the Trustee, or to make any change which, in the opinion of Bond Counsel, does not materially and adversely affect the interest of the owners of Outstanding Bonds and does not require unanimous consent of the Bondholders pursuant to Section 12.02 hereof;

(c) To subject to this Indenture additional Revenues, properties or collateral;

(d) To modify, amend or supplement this Indenture or any indenture supplemental hereto in such manner (1) to permit the qualification thereof under the Trust Indenture Act of 1939 or any similar federal statute hereafter in effect or, (2) to preserve the status of the interest on any Bond as exempt from inclusion in gross income of the holders thereof for federal income tax purposes or, (3) to permit the qualification of the Bonds for sale under the securities laws of the United States of America or of any of the states of the United States of America or, (4) to add to the Indenture or any indenture supplemental thereto such other terms, conditions and provisions as may be permitted by said Trust Indenture Act of 1939 or similar federal statute;

(e) To evidence the appointment of a separate or co-trustee or the succession of a new Trustee hereunder or the succession of a new registrar and/or paying agent; and

(f) In connection with the issuance of Refunding Bonds.

SECTION 12.02. Supplemental Indentures Requiring Consent of Bondholders. Exclusive of Supplemental Indentures provided for by Section 12.01 hereof and subject to the terms and provisions contained in this Section, and not otherwise, the owners of not less than a majority in aggregate principal amount of the Bonds then Outstanding which are affected (exclusive of Bonds held by the Bank), shall have the right, from time to time, anything contained in this Indenture to the contrary notwithstanding, to consent to and approve the execution by the Bank and the Trustee of such other indenture or indentures supplemental hereto as shall be deemed necessary and desirable by the Trustee for the purpose of modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this Indenture or in any Supplemental Indenture; provided, however, that nothing in this Section shall permit, or be construed as permitting, without the consent of the owners of all then Outstanding Bonds, (a) an extension of the maturity of the principal of or the interest or redemption date on any Bond issued hereunder, or (b) a reduction in the principal amount of any Bond or change in the rate of interest, or (c) a privilege or priority of any Bond or Bonds over any other Bond or Bonds, or (d) a reduction in the aggregate principal amount of the Bonds required for consent to such Supplemental Indenture, or (e) the creation of any lien securing any Bonds other than a lien ratably securing all of the Bonds at any time Outstanding hereunder, or (f) any modification of the trusts, powers, rights, obligations, duties, remedies, immunities and privileges of the Trustee without the written consent of the Trustee.

If at any time the Bank shall request the Trustee to enter into any such Supplemental Indenture for any of the purposes set forth in this Section, the Trustee shall, upon being satisfactorily secured and/or indemnified with respect to expenses, cause notice of the proposed execution of such Supplemental Indenture to be mailed by registered or certified mail to each owner of a Bond at the address shown on the registration records maintained by the Trustee. Such notice shall briefly set forth the nature of the proposed Supplemental Indenture and shall state that copies thereof are on file at the Principal Office of the Trustee for inspection by all Bondholders. If, within sixty (60) days, or such longer period as shall be prescribed by the Bank, following the mailing of such notice, the owners of not less than fifty-one percent (51%) in aggregate principal amount of the Bonds Outstanding at the time of the execution of any such Supplemental Indenture (exclusive of Bonds held by the Bank) shall have consented to and approved the execution of such Supplemental Indenture as provided in Section 13.01 hereof, no owner of any Bond shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Trustee or the Bank from executing the same or from taking any action pursuant to the provisions thereof. Upon the execution of any such Supplemental Indenture as in this Section permitted and provided, this Indenture shall be and be deemed to be modified and amended in accordance therewith.

ARTICLE XIII
MISCELLANEOUS

SECTION 13.01. Consents, etc. of Bondholders. Any consent, request, direction, approval, objection or other instrument required by this Indenture to be signed and executed by the Bondholders may be in any number or concurrent writings of similar tenor and may be signed or executed by such Bondholders in person or by agent appointed in writing. Proof of the execution of any such consent, request, direction, approval, objection or other instrument or of the writing appointing any such agent and of the ownership of Bonds, if made in the following manner, shall be sufficient for any of the purposes of this Indenture, and shall be conclusive in favor of the Trustee with regard to any action taken by it or them under such request or other instrument, namely:

(a) The fact and date of the execution by any person of any such writing may be proved (i) by the certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the person signing such writing acknowledged before him the execution thereof, or (ii) by an affidavit of any witness to such execution.

(b) The fact of ownership of Bonds and the amount or amounts, numbers and other identification of Bonds, and the date of holding the same shall be proved by the Bond Register maintained by the Trustee pursuant to Section 3.06 hereof.

SECTION 13.02. Limitation of Rights. With the exception of rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Indenture or the Bonds is intended or shall be construed to give to any person or company other than the parties hereto, and the owners of the Bonds, any legal or suitable right, remedy or claim under or in respect to this Indenture or any covenants, conditions and provisions herein contained; this Indenture and all of the covenants, conditions and provisions hereof being intended to be and being for the sole and exclusive benefit of the parties hereto and the owners of the Bonds as herein provided.

SECTION 13.03. Severability. If any provision of this Indenture shall be held or deemed to be or shall, in fact, be illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever.

SECTION 13.04. Notices. Any notice, request, complaint, demand, communication or other paper shall be sufficiently given when delivered or mailed by registered or certified mail, postage prepaid, or sent by telegram, addressed to the appropriate Notice Address. A duplicate copy of each notice required to be given hereunder by the Trustee or the Bank to the Municipality or the Underwriter shall also be given to the other. The Bank or the Trustee may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

SECTION 13.05. Trustee as Paying Agent and Registrar. The Trustee is hereby designated and agrees to act as paying agent and registrar for and in respect to the Bonds.

SECTION 13.06. Payments Due on Saturdays, Sundays and Holidays. In any case where the date of maturity of interest on or principal of or the dated fixed for redemption of the Bonds shall be in the Municipality of payment a Saturday, Sunday or a legal holiday or a day on which banking institutions are authorized by law to close, then payment of interest or principal may be made on the next Business Day with the same force and effect as if made on the date of maturity or the date fixed for redemption.

SECTION 13.07. Counterparts. This Indenture may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 13.08. Receipt of Money or Revenues by Trustee. The Trustee is an authorized agent of the Bank for purposes of receiving money and Revenues on behalf of the Bank. It is not the intent of this Section 13.08, or any other Section of this Indenture, to create a power of attorney relationship between the Bank and the Trustee.

SECTION 13.09. Applicable Provisions of Law. This Indenture shall be governed by and construed in accordance with the laws of the State.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Bank has caused this Indenture to be executed on its behalf by its Executive Director and the seal of the Bank to be hereunto affixed and duly attested by its Secretary and the Trustee, to evidence its acceptance of the trusts created hereunder, has caused this Indenture to be executed in its name by its duly authorized officers, all as of the day and year first above written.

(seal)

MISSISSIPPI DEVELOPMENT BANK

By_________________________________
Executive Director

ATTEST:

By ______________________________
Secretary

__________, __________, __________, as Trustee

By ________________________________

Title _______________________________

EXHIBIT A

FORM OF QUALIFIED OBLIGATION

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

UNITED STATES OF AMERICA
STATE OF MISSISSIPPI
OKTIBBEHA COUNTY

CITY OF STARKVILLE, MISSISSIPPI
GENERAL OBLIGATION BOND, SERIES 20__
(STARKVILLE, MISSISSIPPI, PARKS AND RECREATION GENERAL OBLIGATION BOND PROJECT)

NO. R-1 **$________**

Rate of Interest	Maturity	Date of Original Issue
Semiannually, as set forth herein	_______ 1, 20__	__________, 20__

REGISTERED OWNER: **__________, __________, __________, AS ASSIGNEE OF THE MISSISSIPPI DEVELOPMENT BANK**

PRINCIPAL AMOUNT: **___________________________ DOLLARS**

The City of Starkville, Mississippi (the "Municipality"), a body politic existing under the Constitution and laws of the State of Mississippi, acknowledges itself to owe and for value received, promises to pay in lawful money of the United States of America to the Registered Owner identified above, upon the presentation and surrender hereof, at the corporate trust office of __________, __________, __________, or its successor, as paying agent (the "Paying Agent") for the General Obligation Bond, Series 20__ (Starkville, Mississippi, Parks and Recreation General Obligation Bond Project), of the Municipality (this "Qualified Obligation"), on the maturity date identified above, the principal amount identified above. Payment of the principal amount of this Qualified Obligation shall be made to the Registered Owner hereof who shall appear in the registration records of the Municipality maintained by __________,

__________, __________, or its successor, as transfer agent for the Qualified Obligation (the "Transfer Agent") at the times and periods as provided in the Indenture (as defined herein).

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

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

This Qualified Obligation is issued under the authority of the Constitution and statutes of the State of Mississippi, including Sections 21-33-301 *et seq.*, Mississippi Code of 1972, as amended, House Bill 1565 of the 2019 Regular Session of the Legislature of the State, and Sections 31-25-1 *et seq.*, Mississippi Code of 1972, as amended (together, the "Act"), and by the further authority of proceedings duly had by the Board of Mayor and Aldermen of the Municipality, including a resolution adopted on __________, 20__ (the "Bond Resolution").

This Qualified Obligation is issued in the aggregate authorized principal amount of _________________ Dollars ($________) to provide funds for the purposes set forth in the Bond Resolution, including, but not limited to, (a) acquiring real property and constructing, equipping, owning, operating, leasing, furnishing, and maintaining recreation and tourism venues; and (b) paying the costs of issuance of this Qualified Obligation and the Bank Bonds.

The Municipality will duly and punctually pay the principal of, premium, if any, and interest on this Qualified Obligation at the dates and the places and in the manner mentioned in the Bond Resolution, according to the true intent and meaning thereof. Notwithstanding any schedule of payments upon the Qualified Obligation, the Municipality agrees to make payments upon the Qualified Obligation and be liable therefor at such times and in such amounts (including principal, premium, if any, and interest) so as to provide for payment of the principal of, premium, if any, and interest on the $________ Mississippi Development Bank Special Obligation Bonds, Series 20__ (Starkville, Mississippi, Parks and Recreation General Obligation Bond Project), dated the date of delivery thereof (the "Bank Bonds"), outstanding under the Indenture of Trust, by and between the Mississippi Development Bank and __________, __________, __________, as trustee (the "Trustee"), dated __________, 20__ (the "Indenture"), when due whether upon a scheduled interest payment date or at maturity.

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

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

This Qualified Obligation shall be a general obligation of the Municipality payable as to principal of, premium, if any, and interest out of and secured by a special tax to be levied annually by the Municipality, without limitation as to time, rate or amount, upon all of the taxable property within the geographical boundaries of the Municipality adequate and sufficient to provide for the payment of the principal of, premium, if any, and interest on the Qualified Obligation as the same becomes due. Said tax shall be extended upon the tax rolls and collected in the same manner and at the same time as other taxes of the Municipality are collected, and the rate of the tax which shall be so extended shall be sufficient in each year fully to produce the sums required as aforesaid, without limitation as to time, rate or amount; provided, however, that such tax levy for any year shall be abated *pro tanto* to the extent the Municipality on or prior to September 1 of that year has transferred money to the 2018 Bond Fund (as defined in the Bond Resolution), or has made other provisions for funds, to be applied toward the payment of the principal of and interest on the Qualified Obligation due during the ensuing fiscal year of the Municipality, in accordance with the provisions of the Bond Resolution. The avails of said tax are irrevocably pledged by the Municipality under the Bond Resolution for the payment of the principal of, premium, if any, and interest on the Qualified Obligation as the same shall mature and accrue. Should there be a failure in any year to comply with the requirements, such failure shall not impair the right of the holder of the Qualified Obligation in any subsequent year to have adequate taxes levied and collected to meet the obligations of the Qualified Obligation, as to principal of, premium, if any, and interest.

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

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

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

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

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

This Qualified Obligation shall not be valid or become obligatory for any purpose or be entitled to any benefit or security under the Bond Resolution until the certificate of registration and authentication hereon shall have been signed by the Transfer Agent.

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

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

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

(seal)

City of Starkville, Mississippi

By ___________________________________
Mayor

ATTEST:

____
City Clerk

CERTIFICATE OF AUTHENTICATION

This Qualified Obligation is the Qualified Obligation described in the within mentioned Bond Resolution and is the General Obligation Bond, Series 20__ (Starkville, Mississippi, Parks and Recreation General Obligation Bond Project), of the City of Starkville, Mississippi.

__________,
__________, __________,
AS TRANSFER AGENT

By ________________________________
Authorized Signatory

Date of Registration and Authentication: __________, 20__

REGISTRATION AND VALIDATION CERTIFICATE

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

(seal)

____
City Clerk

QUALIFIED OBLIGATION PURCHASE AGREEMENT

This QUALIFIED OBLIGATION PURCHASE AGREEMENT (this "Agreement") is dated __________, 20__, by and between the **MISSISSIPPI DEVELOPMENT BANK**, a public body corporate and politic (the "Bank"), created pursuant to the provisions of Sections 31-25-1 *et seq*., Mississippi Code of 1972, as amended (hereinafter referred to as the "Bank Act"), having its principal place of business in the City of Jackson, Mississippi, and the **CITY OF STARKVILLE, MISSISSIPPI** (the "Municipality"), a "local governmental unit" within the meaning of the Bank Act.

WITNESSETH:

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

WHEREAS, pursuant to House Bill No. 1565, as approved by the Legislature of the State in its Regular Session 2019 and signed by the Governor of the State on April 3, 2019 (the "Authority Act"), Sections 21-33-301 *et seq.*, Mississippi Code of 1972, as amended (the "Municipal Improvements Act"), and Section 31-25-1 et seq., Mississippi Code of 1972, as amended (the "Bank Act") (together with the Bank Act, the "Act"), and a resolution adopted on __________, 20__ (the "Municipality Bond Resolution"), by the Mayor and Board of Aldermen (the "Governing Body") of the Municipality, the Municipality has duly authorized the issuance of its General Obligation Bond, Series 20__ (Starkville, Mississippi, Parks and Recreation General Obligation Bond Project), in the form of one fully registered bond, in the principal amount of __________ Dollars ($__________) (the "Qualified Obligation"); and

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

WHEREAS, the Board of Directors (the "Board") of the Bank has adopted a resolution on __________, 20__ (the "Bank Bonds Resolution"), approving an Indenture of Trust (the "Indenture"), dated __________, 20__, by and between the Bank and __________, __________, __________, as trustee (the "Trustee"), authorizing the issuance of its Mississippi Development Bank Special Obligation Bonds, Series 20(__) (Starkville, Mississippi, Parks and Recreation General Obligation Bond Project) (the "Bank Bonds"), a portion of the proceeds of which will be used to purchase the Qualified Obligation. The Municipality will utilize the proceeds of the sale of its Qualified Obligation to the Bank to provide funds for the purpose of: (a) acquiring real property and constructing, equipping, owning, operating, leasing, furnishing, maintaining, and marketing new and existing sports tournament and recreational facilities of the Municipality, and for related purposes as authorized by the Authority Act, and to pay the principal of and interest on bonds issued pursuant to the Authority Act (the "Special Tax Authorized Purpose"), (b) erecting municipal buildings, auditoriums, community centers, gymnasiums and athletic stadiums, preparing and equipping athletic fields, and purchasing buildings or land therefor, and for repairing, improving, adorning and equipping the same; erecting or purchasing waterworks, gas, electric and other public utility plants or distribution systems or franchises, and repairing, improving and extending the same; establishing sanitary, storm, drainage or sewerage systems, and repairing, improving and extending the same; protecting the municipality, its streets and sidewalks from overflow, caving banks and other like dangers; constructing, improving or paving streets, sidewalks, driveways, parkways, walkways or public parking facilities, and purchasing land therefor; purchasing land for parks and public playgrounds, and improving, equipping and adorning the same, including the constructing, repairing and equipping of swimming pools and other recreational facilities; constructing bridges and culverts; altering or changing the channels of streams and water courses to control, deflect or guide the current thereof; purchasing fire-fighting equipment and apparatus, and providing housing for same, and purchasing land therefor; purchasing machinery and equipment which have an expected useful life in excess of ten (10) years (the "General Municipal Improvements Authorized Purpose"), and (c) other authorized purposes under the Act, including paying capitalized interest, funding a debt service reserve fund, and paying the costs of issuance for the Bank Bonds and the Qualified Obligation.

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

Capitalized terms used herein and not defined shall have the meaning ascribed thereto in the Municipality Bond Resolution, the Bank Bonds Resolution, and the Indenture.

Subject to the terms and conditions of this Agreement, the Bank hereby agrees to purchase the Qualified Obligation from the Municipality and the Municipality hereby agrees to sell the Qualified Obligation to the Bank at the purchase price of $__________, representing the par amount of the Qualified Obligation of $__________, plus issue premium of $__________, and less Underwriter's discount of $__________. The Bank expects to pay $__________ in issuance expenses from the Bond Issuance Expense Account of the General Fund.

The amount of such purchase price will be distributed to the Municipality, which amount shall be subject to requisition by the Municipality for deposit in the Parks and Recreation Improvements Fund (the "Parks and Recreation Improvements Fund") for the Project, all as provided under the Municipality Bond Resolution, pursuant to which the Municipality will issue the Qualified Obligation. The terms of the Qualified Obligation are set forth in the Municipality Bond Resolution and incorporated herein by reference.

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

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

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

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

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

The Municipality further agrees that it shall comply with all provisions, covenants, and obligations of the Municipality set forth in the Indenture, and such provisions, covenants, and obligations shall be deemed to be incorporated herein as if fully set forth herein.

The Municipality agrees to enter into a written undertaking for the benefit of the holders of the Bank Bonds to deliver, or cause to be delivered, certain of the information as contained in the Official Statement dated __________, 20__ (the "Official Statement"), to each "nationally recognized municipal securities information repository" within the meaning of Rule 15c2-12 of the Securities and Exchange Act of 1933. On or prior to the delivery date of the Bank Bonds, an authorized officer of the Municipality will deliver a certificate to the effect that the statements made in the Official Statement, including without limitation the appendices thereto, made by the Municipality pertaining to the Municipality and the Qualified Obligation, as of the date of the Official Statement, did not contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, and that there has been no material adverse change in the financial condition and affairs of the Municipality during the period from the date of the Official Statement to the date of delivery of the Bank Bonds which was not disclosed in or contemplated by the Official Statement.

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

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

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

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

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

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

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

Mississippi Development Bank

By: ____________________________________
Executive Director

ATTEST:

By: ____ (seal)
Secretary

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

City of Starkville, Mississippi

By: ____________________________________
Mayor

ATTEST:

By: ______________________________________
City Clerk

(seal)

BOND PURCHASE AGREEMENT

$__________
MISSISSIPPI DEVELOPMENT BANK
SPECIAL OBLIGATION BONDS, SERIES 20__
(STARKVILLE, MISSISSIPPI, PARKS AND RECREATION GENERAL OBLIGATION BOND PROJECT)

Mississippi Development Bank
735 Riverside Drive, Suite 300
Jackson, Mississippi 39202

Mayor and Board of Aldermen
City of Starkville, Mississippi
110 West Main Street
Starkville, Mississippi 39759

Ladies and Gentlemen:

The undersigned, __________, __________, __________ (the "Underwriter"), being duly authorized, offers to enter into the following agreement with the Mississippi Development Bank (the "Bank") and the City of Starkville, Mississippi (the "Municipality"), which, upon your acceptance of this offer, will be binding upon the Bank and the Municipality and upon the Underwriter. This offer is made subject to your written acceptance of this Bond Purchase Agreement (the “Bond Purchase Agreement”) on or before 5:00 o'clock p.m., Mississippi Time, on __________, 20__, and, if not so accepted, will be subject to withdrawal by the Underwriter upon written notice delivered by the Underwriter to the Bank and the Municipality at the above addresses, at any time prior to the acceptance hereof by you.

1. Purchase.

(a) Upon the terms and conditions and upon the basis of the representations, warranties and agreements set forth herein, the Underwriter hereby agrees to purchase from the Bank for offering to the public, and the Bank hereby agrees to sell and deliver to the Underwriter for such purpose, an aggregate of $__________ principal amount of the Bank's Special Obligation Bonds, Series 20__ (Starkville, Mississippi, Parks and Recreation General Obligation Bond Project) (the "Bonds"), dated the date of delivery thereof, and having maturities and bearing interest at the rates per annum as set forth in **Exhibit A** hereto, and payable as described in the resolution concerning the Bonds adopted on __________, 20__, by the Board of Directors of the Bank (the "Bank Bond Resolution"), an Indenture of Trust under which the Bonds will be issued and by which they will be secured, dated as of __________, 20__ (the "Indenture"), by and between the __________, __________, __________, as trustee (the "Trustee"), and otherwise having such terms as are described in the Preliminary Official Statement (as hereinafter defined). The purchase price for the Bonds shall be $__________, being comprised of the principal amount of the Bonds of __________, plus a net original issue premium of $__________, and less an Underwriter's discount of $__________, which purchase price, subject to the terms and conditions of this Bond Purchase Agreement, will be paid to the Trustee on behalf of the Bank on the date of the payment for and delivery of the Bonds (herein called the "Closing"). The Bonds will be subject to optional redemption prior to maturity as set forth in **Exhibit A** hereto.

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

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

(d) The principal of, premium, if any, and interest on the Bonds shall be payable solely and only from those revenues and funds of the Bank under the Indenture, including the $__________ General Obligation Bond, Series 20__ (Starkville, Mississippi, Parks and Recreation General Obligation Bond Project) (the "Qualified Obligation"), and payments derived therefrom, as more particularly described in the Preliminary Official Statement. The Qualified Obligation has been sold to the Bank by the Municipality pursuant to a resolution of the Municipality adopted by the Mayor and Board of Aldermen (the "Governing Body") of the Municipality on __________, 20__, authorizing the issuance and sale of the Qualified Obligation and approving the issuance and sale of the Bonds (the "Municipality Bond Resolution" and collectively with the Bank Bond Resolution, the "Bond Resolutions"), and a Qualified Obligation Purchase Agreement dated __________, 20__, between the Municipality and the Bank (the "Qualified Obligation Purchase Agreement"). The Qualified Obligation is a general obligation of the Municipality and represents a pledge of the full faith, credit, and taxing power thereof.

2. Preliminary Official Statement and Official Statement. A Preliminary Official Statement of the Bank, dated __________, 20__ (the "Preliminary Official Statement"), has been distributed in connection with the Bonds, and an Official Statement of the Bank, to be dated the date hereof, will be delivered as hereinafter set forth in this Paragraph 2. The final Official Statement as it may be amended or supplemented, with the written consent of the Bank and the Underwriter, is hereinafter called the "Official Statement."

The Bank and the Municipality hereby authorize the use of the Preliminary Official Statement, the Official Statement and the information therein contained by the Underwriter in connection with the public offering and the sale of the Bonds. As required by Rule 15c2-12 promulgated by the Securities and Exchange Commission under Section 15 of the Securities Exchange Act of 1934, as amended ("Rule 15c2-12"), the Underwriter shall deliver the Official Statement to the Municipal Securities Rulemaking Board (the "MSRB"). The Bank and the Municipality hereby approve of and ratify the use by the Underwriter on or before the date hereof of the Preliminary Official Statement in connection with the prospective offering of the Bonds prior to the date hereof. The Bank and the Municipality have duly authorized, approved and delivered the Preliminary Official Statement to the Underwriter; the Bank and the Municipality have previously deemed the Preliminary Official Statement final, except for the omission of the following information: offering, prices, interest rates, selling compensation, aggregate principal amount of the Bonds, principal amount per maturity, delivery date, ratings and other terms of the Bonds depending on such matters permitted to be omitted in accordance with Paragraph (b)(1) of Rule 15c2-12; and the Bank has duly authorized, approved and will execute the Official Statement on or prior to the Closing and shall deliver the same in final printed form subject to the provisions of Paragraph 9 hereof to permit the Underwriter to comply with Paragraph 9(b)(4) of Rule 15c2-12 and the rules of the MSRB, within seven (7) business days from the date hereof. The Bank and the Municipality have delivered a "deemed final" certificate to the Underwriter, dated the date hereof, to evidence compliance with Rule 15c2-12 to the date hereof (the "Deemed Final Certificate"), in substantially the form attached hereto as **Exhibit B**.

3. Establishment of Issue Price

(a) The Underwriter agrees to assist the Bank in establishing the issue price of the Bonds and shall execute and deliver to the Bank at the Closing (as hereinafter defined) an "issue price" or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form acceptable to Jones Walker LLP, Jackson, Mississippi ("Bond Counsel"), with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter and the Bank, to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Bonds. All actions to be taken by the Bank under this section to establish the issue price of the Bonds may be taken on behalf of the Bank by Government Consultants, Inc., Madison, Mississippi, its independent registered municipal advisor (the "Municipal Advisor"), and any notice or report to be provided to the Bank may be provided to the Municipal Advisor.

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

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

(i) the close of the fifth (5^{th}) business day after the sale date; or

(ii) the date on which the Underwriter has sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

The Underwriter shall promptly advise the Bank when it has sold 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public, if that occurs prior to the close of the fifth (5^{th}) business day after the sale date.

(d) The Underwriter confirms that any selling group agreement and any retail distribution agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer who is a member of the selling group and each broker-dealer that is a party to such retail distribution agreement, as applicable, to (A) report the prices at which it sells to the public the unsold Bonds of each maturity allotted to it until it is notified by the Underwriter that either the 10% test has been satisfied as to the Bonds of that maturity or all Bonds of that maturity have been sold to the public and (B) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the Underwriter. The Bank acknowledges that, in making the representation set forth in this subsection, the Underwriter will rely on (i) in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the hold-the-offering-price rule, if applicable, as set forth in a selling group agreement and the related pricing wires, and (ii) in the event that a retail distribution agreement was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the hold-the-offering-price rule, if applicable, as set forth in the retail distribution agreement and the related pricing wires. The Bank further acknowledges that the Underwriter shall not be liable for the failure of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a retail distribution agreement, to comply with its corresponding agreement regarding the hold-the-offering-price rule as applicable to the Bonds.

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

(i) "public" means any person other than an underwriter or a related party,

(ii) "underwriter" means (A) any person that agrees pursuant to a written contract with the Bank (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the public),

(iii) a purchaser of any of the Bonds is a "related party" to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

(iv) "sale date" means the date of execution of this Agreement by all parties.

(f) It will be a condition of the Bank's obligation to sell and deliver the Bonds to the Underwriter, and the obligation of the Underwriter to purchase and accept delivery of the Bonds, that the entire aggregate principal amount of the Bonds must be sold and delivered by the Bank and accepted and paid for by the Underwriter on the Closing.

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

(a) The Bank is a public body corporate and politic of the State of Mississippi (the "State"). The Board of Directors of the Bank (the "Board") is duly organized and existing under the Constitution and laws of the State with the powers and authority, among others, set forth in Sections 31-25-1 *et seq.*, Mississippi Code of 1972, as amended (the "Bank Act"), and is authorized to issue the Bonds and otherwise to act on behalf of the Bank in connection with the issuance and sale of the Bonds.

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

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

(d) Neither the Bank nor the Board is in breach of or default under any applicable law or administrative regulation of the State or the United States of America or any applicable judgment or decree or any agreement or other instrument to which either the Bank or the Board is a party or is otherwise subject, which breach or default would in any way materially adversely affect the official existence or powers of the Bank or the Board, the Bank Bond Resolution, the Indenture, the Qualified Obligation Purchase Agreement or the issuance of the Bonds, and no event has occurred and is continuing, which with the passage of time or the giving of notice, or both, would constitute such a breach of or default under any such instrument; and the execution and delivery of or acceptance of this Bond Purchase Agreement, the Indenture, the Qualified Obligation Purchase Agreement, and the Bonds and the adoption of the Bank Bond Resolution and compliance with the provisions of each thereof will not conflict with or constitute a breach of or default under any law, administrative regulation, judgment, decree, agreement or other instrument to which either the Bank or the Board is a party or is otherwise subject.

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

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

Board, threatened, nor, to the best of the knowledge of the Bank and the Board, is there any basis therefore, wherein an unfavorable decision, ruling or finding would materially adversely affect the tax exempt status of the interest on the Bonds or the validity or enforceability of the Bonds, the Bank Bond Resolution, the Indenture, the Qualified Obligation Purchase Agreement, the Qualified Obligation, or this Bond Purchase Agreement.

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

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

(i) If required by law to do so in the future, the Bank will undertake, pursuant to a continuing disclosure agreement with the Municipality and the Trustee, to provide notices of certain events in connection with the Bonds.

(j) To the best of the Bank's knowledge, the Preliminary Official Statement does not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein in connection with the Bank or the Bonds, in the light of the circumstances under which they were made, not misleading, and as of the Closing, the Official Statement will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein in connection with the Bank or the Bonds, in the light of the circumstances under which they were made, not misleading.

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

(a) The Municipality is a public body corporate and a political subdivision of the State and a "local governmental unit" within the meaning of the Bank Act. The Governing Body is duly organized and existing under the Constitution and laws of the State and is authorized, pursuant to the provisions of House Bill No. 1565, as approved by the Legislature of the State in its Regular Session 2019 and signed by the Governor of the State on April 3, 2019 ("Authority Act"), Sections 21-33-301 *et seq.*, Mississippi Code of 1972, as amended, (the "Municipal Improvements Act"), and the Bank Act (together, "Act"), to issue the Qualified Obligation under the terms and provisions of the Municipality Bond Resolution, under which the Municipality's obligations on the Qualified Obligation arise, and otherwise to act on behalf of the Municipality in connection with the execution of the Qualified Obligation Purchase Agreement and the execution and delivery of the Qualified Obligation.

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

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

(d) Neither the Municipality nor the Governing Body is in breach of or default under any applicable law or administrative regulation of the State or the United States of America or any applicable judgment or decree or any agreement or other instrument to which either the Municipality or the Governing Body is a party or is otherwise subject, which breach or default would in any way materially adversely affect the official existence or powers of the Municipality or the Governing Body, the Municipality Bond Resolution or the issuance of the Qualified Obligation and no event has occurred and is continuing which with the passage of time or the giving of notice, or both, would constitute such a breach of or default under any such instrument; and the execution and delivery of or acceptance of this Bond Purchase Agreement, the Qualified Obligation, the Continuing Disclosure Agreement, the adoption of the Municipality Bond Resolution, the execution and delivery of the Qualified Obligation Purchase Agreement, and compliance with the provisions of each thereof will not conflict with or constitute a breach of or default under any law, administrative regulation, judgment, decree, agreement or other instrument to which either the Municipality or the Governing Body is a party or is otherwise subject.

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

(f) Between the date of this Bond Purchase Agreement and the Closing, neither the Municipality nor the Governing Body on behalf of the Municipality, will, without the prior written consent of the Underwriter, which consent will not be unreasonably withheld, issue any bonds, notes or other obligations for borrowed money.

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

(h) The proceeds from the sale of the Qualified Obligation to the Bank by the Municipality as evidenced by the Qualified Obligation Purchase Agreement and the Qualified Obligation will be used or applied as provided in the Municipality Bond Resolution, the Qualified Obligation Purchase Agreement, and the Preliminary Official Statement.

(i) The Municipality is an "obligated person" within the meaning of Rule 15c2-12(f)(10) and shall have duly authorized, executed and delivered at the Closing a continuing disclosure agreement acceptable to the Underwriter that complies with the provisions of Rule 15c2-12(b)(5) (the "Continuing Disclosure Agreement") and shall be substantially in the form set forth in **Appendix F** of the Preliminary Official Statement

(j) Except as otherwise provided herein, (i) the Municipality Bond Resolution, the Qualified Obligation Purchase Agreement, the Continuing Disclosure Agreement and the Qualified Obligation conform to the descriptions thereof contained in the Preliminary Official Statement, (ii) the Qualified Obligation, when issued and delivered in accordance with the Municipality Bond Resolution and the Qualified Obligation Purchase Agreement, will be a validly issued and outstanding general obligation of the Municipality secured by a pledge of its full faith, credit, and taxing power, all as more fully described in the Preliminary Official Statement and as to be more fully described in the Official Statement, and (iii) the Qualified Obligation Purchase Agreement, this Bond Purchase Agreement, the Continuing Disclosure Agreement, the Municipality Bond Resolution, and the Qualified Obligation will constitute valid, legally binding and enforceable obligation of the Municipality.

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

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

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

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

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

(i) Represents and warrants that, if, after the date of this Bond Purchase Agreement and until twenty-five (25) days after the "end of the underwriting period", as such term is defined in Rule 15c2-12, any event shall occur, and be known to the Bank, as a result of which it is necessary to amend or supplement the Official Statement in order to make the statements therein, in light of the circumstances when the Official Statement is delivered to a purchaser, not misleading, or if it is necessary to amend or supplement the Official Statement to comply with law, it will notify the Underwriter (and for the purposes of this paragraph (i) of this subsection (d) to provide the Underwriter with such information as it may from time to time reasonably request), and it will forthwith prepare and furnish, at the expense of the Municipality (in a form and manner reasonably acceptable to the Underwriter), a reasonable number of copies of either amendments or supplements to the Official Statement so that the statements in the Official Statement as so amended and supplemented will not, in light of the circumstances when the Official Statement is delivered to a purchaser, be misleading or so that the Official Statement will comply with all applicable laws and regulations;

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

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

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

7. Closing. The Bank will deliver the Bonds by delivery thereof to Cede & Co., as nominee of The Depository Trust Company ("DTC") as directed by the Underwriter against payment of the purchase price therefore by wire transfer of immediately available funds to the Trustee at or prior to 9:00 o'clock a.m., Central Standard Time, on __________, 20__, or such other place, time or date as shall be mutually agreed upon by the Bank and the Underwriter. The

Bonds will be delivered in fully registered form in such denominations and registered to such persons as the Underwriter shall request at least three (3) days prior to the date of the Closing. The Bonds may be in printed, engraved, typewritten or photocopied form and each such form shall constitute "definitive form." The legal documents required by this Bond Purchase Agreement and the Official Statement shall be delivered to the parties hereto at the offices of Bond Counsel in Ridgeland, Mississippi, on such date or such other date corresponding with the payment for and delivery of the Bonds, and contemporaneously with such payment and delivery.

8. Closing Conditions. The Underwriter has entered into this Bond Purchase Agreement in reliance upon the representations, warranties and agreements of the Bank and the Municipality contained herein and to be contained in the documents and instruments to be delivered at the Closing and upon the performance by the Bank and the Municipality of their obligations hereunder, both as of the date hereof and as of the date of Closing. Accordingly, the Underwriter's obligations under this Bond Purchase Agreement to purchase and pay for the Bonds shall be subject to the performance by the Bank and the Municipality of their obligations to be performed hereunder and under such documents and instruments at or prior to the Closing, and shall also be subject to the following conditions:

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

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

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

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

(e) The Underwriter shall have the right to terminate its obligations under this Bond Purchase Agreement to purchase and pay for the Bonds by notifying the Bank and the Municipality of its election to do so if, after the execution hereof and prior to the Closing: (i) legislation shall have been introduced in or enacted by the Congress of the United States of America or enacted by the State, or legislation pending in the Congress of the United States of America shall have been amended, or a decision shall have been rendered by a court of the United States of America or the State, including the Tax Court of the United States of America or a ruling shall have been made or a regulation shall have been proposed or made or a press release or other form of notice shall have been issued by the Treasury Department of the United States of America or the Internal Revenue Service or other federal or State authority, with respect to federal or State taxation upon revenues or other income of the general character to be derived by the State or by a similar body, or upon interest on the Bonds or the Qualified Obligation or obligations of the general character of the Bonds or the Qualified Obligation which may have the purpose or effect, directly or indirectly, of affecting the tax status of the Bank and the Municipality, the Bank's property or income, its securities (including the Bonds) or the interest thereon, or any tax exemption granted or authorized by the Act, in the sole reasonable opinion of the Underwriter, affects materially and adversely the market for the Bonds, or the market price generally of obligations of the general character of the Bonds or the Qualified Obligation; (ii) the outbreak or escalation of hostilities involving the United States of America or the declaration by the United States of America of a national emergency or war, if the effect of any such event specified in this clause (ii) in the reasonable judgment of the Underwriter makes it impracticable or inadvisable to proceed with the public offering or the delivery of the Bonds on the terms and in the manner contemplated by the Official Statement; (iii) there shall have occurred a general suspension of trading on the New York Stock Exchange or the declaration of a general banking moratorium by the United States of America, New York State or State authorities; (iv) there shall have been issued a stop order, ruling, or regulation affecting the validity or tax exempt status of the Bonds or the Qualified Obligation by the Securities and Exchange Commission; (v) an event described in subsection (d) of Paragraph 6 hereof occurs which, in the reasonable opinion of the Underwriter, requires or has required the preparation and distribution of a supplement or amendment to the Official Statement and which in the reasonable opinion of the Underwriter affects materially and adversely the market for the Bonds; (vi) the marketability of the Bonds or the market price thereof, in the opinion of the underwriter, has been materially and adversely affected by disruptive events, occurrences or conditions in the securities or debt markets; or (vii) there shall have occurred or any notice shall have been given of any intended downgrading, suspension, withdrawal or negative change in credit watch status by any national rating service to any of the Municipality's obligations.

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

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

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

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

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

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

(vi) An opinion, dated the date of the Closing and addressed to the Underwriter, of Balch & Bingham, LLP, Jackson, Mississippi (the "Counsel to the Bank"), to the effect that (A) the Bank and the Board are duly organized and existing under the laws of the State, including the Bank Act; (B) the Bank Bond Resolution has been duly adopted by the Board on behalf of the Bank which has full power and authority to perform its obligations thereunder and has not been amended; (C) this Bond Purchase Agreement, the Bonds, the Qualified Obligation Purchase Agreement and the Indenture have been duly authorized, executed and delivered, or accepted, by the Board on behalf of the Bank; (D) the Bank Bond Resolution, the Bonds, the Qualified Obligation Purchase Agreement and the Indenture constitute, assuming the valid authorization, execution and delivery by the other parties thereto, legal and binding obligations of the Bank, enforceable in accordance with their respective terms, subject to (1) applicable bankruptcy, insolvency or other similar laws of the State or federal government affecting the enforcement of creditors' rights generally, and (2) the fact that specific performance and other equitable remedies are granted only in the discretion of a court; (E) neither the execution, delivery or performance by the Bank of this Bond Purchase Agreement, the Bonds, the Qualified Obligation Purchase Agreement or the Indenture conflicts with or results in a breach of the terms or provisions of the Constitution of the State or any State law including the Act; (F) all consents, approvals and other action required by any governmental authority or agency in connection with the execution, delivery and performance, or acceptance of, by the Bank of this Bond Purchase Agreement, the Bonds, the Qualified Obligation Purchase Agreement and the Indenture have been obtained or accomplished; (G) the Board on behalf of the Bank has duly approved the form of and authorized the use by the Underwriter of the Preliminary Official Statement and the Official Statement in connection with the offering and sale of the Bonds by the Underwriter; (H) the Bonds, the Indenture, the Qualified Obligation Purchase Agreement, and the Bank Bond Resolution conform as to form and tenor with the terms and provisions thereof as summarized and set out in the Official Statement; and (I) without having undertaken to determine independently the accuracy or completeness of the statements contained in the Official Statement, such counsel has no reason to believe that, as of the date of the Closing, the Official Statement (except for financial statements and other financial and statistical data and "TAX MATTERS" or Appendices A and B, included therein, as to which no view need be expressed) contains any untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, or that the Official Statement, as the same may have been amended or supplemented to the date of the Closing pursuant to subsection (d) of Paragraph 6 hereof (except as aforesaid), as of the date of the Closing contains any untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(vii) An opinion, dated the date of the Closing and addressed to the Underwriter of Christopher J. Latimer, Mitchell, McNutt & Sams, P.A., Tupelo, Mississippi (the "Counsel to the Municipality"), to the effect that (A) the Municipality and the Governing Body are duly organized and existing under the laws of the State; (B) the Municipality Bond Resolution has been duly adopted by the Governing Body on behalf of the Municipality which has full power and authority to perform its obligations thereunder and has not been amended; (C) this Bond Purchase Agreement, the Qualified Obligation Purchase Agreement, the Continuing Disclosure Agreement, and the Qualified Obligation have been duly authorized, executed and delivered, or approved, by the Governing Body on behalf of the Municipality; (D) the Qualified Obligation Purchase Agreement, the Qualified Obligation, the Continuing Disclosure Agreement, and the Municipality Bond Resolution constitute, assuming the valid authorization, execution and delivery by the other parties thereto, if any, legal and binding obligations of the Municipality, enforceable in accordance with their respective terms, subject to (1) applicable bankruptcy, insolvency or other similar laws of the State or federal government affecting the enforcement of creditors' rights generally, and (2) the fact that specific performance and other equitable remedies are granted only in the discretion of a court; (E) neither the execution, delivery nor performance by the Municipality of this Bond Purchase Agreement, the Qualified Obligation Purchase Agreement, the Qualified Obligation, the Continuing Disclosure Agreement, or the Municipality Bond Resolution conflicts with or results in a breach of the terms or provisions of the Constitution of the State or any State law; (F) all consents, approvals, and other action required by any governmental authority or agency in connection with the execution, delivery, and performance by the Municipality of this Bond Purchase Agreement, the Municipality Bond Resolution, the Qualified Obligation Purchase Agreement, the Continuing Disclosure Agreement, and the Qualified Obligation have been obtained or accomplished; (G) the Qualified Obligation Purchase Agreement, the Qualified Obligation, the Continuing Disclosure Agreement and the Municipality Bond Resolution conform as to form and tenor with the terms and provisions thereof as summarized and set out in the Official Statement; and (H) without having undertaken to determine independently the accuracy or completeness of the statements contained in the Official Statement, he has no reason to believe that, as of the date of the Closing, the Official Statement contains any untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary to make the statements therein in connection with the Municipality, the Municipality Bond Resolution, the Qualified

Obligation Purchase Agreement, the Continuing Disclosure Agreement, and the Qualified Obligation, in the light of the circumstances under which they were made, not misleading, or that the Official Statement, as the same may have been amended or supplemented to the date of the Closing pursuant to subsection (d) of Paragraph 6 hereof (except as aforesaid), as of the date of the Closing contains any untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein in connection with the Municipality, the Municipality Bond Resolution, the Qualified Obligation Purchase Agreement, the Continuing Disclosure Agreement, and the Qualified Obligation, in the light of the circumstances under which they were made, not misleading;

(viii) The opinion, dated the date of the Closing and addressed to the Underwriter of Bond Counsel to the effect that (A) the Bonds constitute exempt securities within the meaning of Section 3(a)(2) of the Securities Act of 1933, as amended, and it is not necessary, in connection with the public offering and sale of the Bonds, to register the Bonds under said Securities Act or to qualify the Indenture under the Trust Indenture Act of 1939; and (B) without having undertaken to determine independently the accuracy or completeness of the statements contained in the Official Statement, such counsel has no reason to believe that, as of the date of the Closing, the Official Statement (except for financial statements and other financial and statistical data or Appendices A and B included therein, as to which no view need be expressed) contains any untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, or that the Official Statement, as the same may have been amended or supplemented to the date of the Closing pursuant to subsection (d) of Paragraph 6 hereof (except as aforesaid), as of the date of the Closing contains any untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; and (C) the Continuing Disclosure Agreement satisfies Section (b)(5)(i) of Rule 15c2-12, which requires an undertaking for the benefit of the holders, including beneficial owners, of the Bonds to provide certain annual financial information and event notices to various information repositories at the time and in the manner required by Rule 15c2-12;

(ix) An opinion, dated the date of the Closing and addressed to the Underwriter, of __________, __________, __________ ("Counsel to the Underwriter"), in a form acceptable to the Underwriter and Bond Counsel;

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

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

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

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

(xiv) The unqualified final decree of the Chancery Court of the First Judicial District of Hinds County, Mississippi validating the Bonds, in customary form, and the unqualified final decree of the Chancery Court of Oktibbeha County, Mississippi, validating the Qualified Obligation, in customary form;

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

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

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

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

(xix) A certificate, dated the date of the Closing, signed by the Mayor and the City Clerk, certifying that on the date of the execution of the certificate (A) they are the duly chosen, qualified and acting officers of the Municipality occupying the offices indicated opposite their names, (B) the members of the Governing Body at all times relevant to the adoption of the Municipality Bond Resolution, the execution and delivery of the Qualified Obligation Purchase Agreement, the Continuing Disclosure Agreement, and the Qualified Obligation and the issuance thereof, are as set forth therein, (C) the Mayor and the City Clerk have executed the Qualified Obligation Purchase Agreement, the Continuing Disclosure Agreement, this Bond Purchase Agreement and the Qualified Obligation by causing their signatures to be affixed to the Qualified Obligation Purchase Agreement, this Bond Purchase Agreement, and the Qualified Obligation, (D) they do thereby recognize the said signatures as their true and lawful signatures, and (E) further certifying that the seal which is imprinted on the Qualified Obligation Purchase Agreement, the Continuing Disclosure Agreement, the Qualified Obligation, and on such certificate, is the official seal of the Municipality;

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

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

(xxii) A certificate of the Trustee, as paying agent for the Qualified Obligation, in form and substance acceptable to the Underwriter and Bond Counsel;

(xxiii) On or before the date of the Closing, evidence that there shall be in effect an insured rating of "_____" by Standard & Poor's Financial Services LLC and an underlying rating of "_____" by Moody's Investors Service, Inc. A letter of confirmation of such rating shall be made available at the Closing;

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

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

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

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

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

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

9. Expenses. Expenses incident to the performance of the obligations of the Bank and the Municipality hereunder including but not limited to: (a) the cost of the preparation of the Indenture, the Qualified Obligation Purchase Agreement, the Qualified Obligation, the Bond Resolutions, the Preliminary Official Statement, and the Official Statement; (b) the cost of the preparation and printing of the definitive Bonds and the Qualified Obligation; (c) the fees and disbursements of Bond Counsel, Underwriter's Counsel, and Counsel to the Municipality; (d) the fees and disbursements of the Counsel to the Bank and experts, Municipal Advisors, or consultants retained by the Bank or the Municipality; (e) fees for bond ratings; (f) the cost of preparation and printing of the Preliminary Official Statement and the Official Statement in sufficient quantity (but not to exceed 150 copies) to permit the Underwriter to comply with the requirements of Rule 15c2-12; and (g) the cost of the preparation of this Bond Purchase Agreement, shall be paid from the proceeds of the Bonds. Neither the Bank nor the Municipality shall be required to pay any such costs or to reimburse any party for any such expenses other than from the proceeds of the Bonds. Except as provided in this Paragraph 9, the Underwriter shall pay: (x) all advertising expenses in connection with the public offering of the Bonds; (y) the cost of any copies of the Official Statement in excess of said copy limitations; and (z) all other expenses incurred by it in connection with its public offering and distribution of the Bonds. The Municipality shall pay for expenses (included in the expense component of the spread) incurred on behalf of Municipality's employees which are incidental to implementing this Bond Purchase Agreement, including, but not limited to, meals, transportation, lodging and entertainment of those employees.

10. Notices. Any notice or other communication to be given to the Bank and the Municipality under this Bond Purchase Agreement may be given by delivering the same in writing at the addresses set forth above and any notice or other communication to be given to the Underwriter under this Bond Purchase Agreement may be given by delivering the same in writing to __________, __________, __________, __________.

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

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

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

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

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

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

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

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

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

[Remainder of This Page Intentionally Left Blank]

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

Very truly yours,

__________, __________, __________, as Underwriter

By __________________________________

Title ________________________________

ACCEPTED:

This day, __________, 20__.

Mississippi Development Bank

By __________________________________
Executive Director

ACCEPTED:

This day, __________, 20__.

City of Starkville, Mississippi

By __________________________________
Mayor

EXHIBIT A

MATURITY SCHEDULE

Date of Maturity (__________ 1)	Principal Amount	Interest Rate	Yield	Price

c - Priced to the par call date of __________, 20__

REDEMPTION PROVISIONS

If the Municipality directs the Bank to redeem the Bonds in accordance with Section 9 of the Municipality Bond Resolution, the Bank has agreed under the Indenture to accept redemption and to redeem the Bonds in accordance with the Indenture.

Optional Redemption. The Bonds (or any portions thereof in integral multiples of $5,000 each) which mature on or after __________, 20__, are subject to optional redemption prior to their stated date of maturity in whole or in part, in principal amounts and maturities as selected by the Bank on any date on or after __________, 20__, at par, plus accrued interest to the date of redemption thereof. Under the Indenture, selection of the Bonds to be redeemed within a maturity will be made by lot by the Trustee.

Mandatory Sinking Fund Redemption. The Bonds maturing __________, 20__, are subject to mandatory sinking fund redemption, in part, by lot, on __________ 1, in each of the years set forth below, at one hundred percent (100%) of the principal amount so redeemed or paid, plus accrued interest as set forth below:

$__________

Term Bond Maturing __________, 20__

Year	Principal Amount
*	

*** Final Maturity**

The Bonds maturing __________, 20__, are subject to mandatory sinking fund redemption, in part, by lot, on __________ 1, in each of the years set forth below, at one hundred percent (100%) of the principal amount so redeemed or paid, plus accrued interest as set forth below:

$__________

Term Bond Maturing __________, 20__,

Year	Principal Amount
*	

*** Final Maturity**

EXHIBIT B

DEEMED FINAL CERTIFICATE

$__________
MISSISSIPPI DEVELOPMENT BANK
SPECIAL OBLIGATION BONDS, SERIES 20__
(STARKVILLE, MISSISSIPPI, PARKS AND RECREATION GENERAL OBLIGATION BOND PROJECT)

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

The undersigned hereby certify to __________, __________, __________ (the "Underwriter"), that they are authorized to execute and deliver this Certificate and further certify on behalf of the Mississippi Development Bank (the "Bank") and the City of Starkville, Mississippi (the "Municipality"):

(a) This Certificate is delivered to enable the Underwriter to comply with Securities and Exchange Commission Rule 15c2-12, as amended, under the Securities Exchange Act of 1934 (the "Rule") in connection with the offering and sale of the Bank's $__________ Special Obligation Bonds, Series 20__ (Starkville, Mississippi, Parks and Recreation General Obligation Bond Project), dated the date of delivery thereof (the "Bonds").

(b) In connection with the offering and sale of the Bonds, there has been prepared a Preliminary Official Statement, dated __________, 20__, setting forth information concerning the Bonds, the Bank and the Municipality and certain other matters (the "Preliminary Official Statement").

(c) As used herein, "Permitted Omissions" shall mean the offering price(s), interest rate(s), selling compensation, aggregate principal amount, principal amount per maturity, delivery date, ratings and other terms of the Bonds depending on such matters, all with respect to the Bonds.

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

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

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

IN WITNESS WHEREOF, we have hereunto set our hands to be effective this day, __________, 20__.

Mississippi Development Bank

By ________________________________
Executive Director

City of Starkville, Mississippi

By ________________________________
Mayor

PRELIMINARY OFFICIAL STATEMENT DATED __________, 20__

This Preliminary Official Statement and certain of the information contained herein is in a form deemed final for purposes of Rule 15c2-12 under the Securities Exchange Act of 1934, as amended (except for the omission of certain information permitted to be omitted under Rule 15c2-12(b)(1)). This Preliminary Official Statement and the information contained herein are subject to completion or amendment. These securities may not be sold nor may offers to buy be accepted prior to the time the Official Statement is delivered in final form. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or a solicitation of an offer to buy nor shall there be any sale of these securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction.

NEW ISSUE-BOOK-ENTRY ONLY

UNDERLYING RATING – __________: "____"
INSURED RATING – __________: "_____"
(See "BOND RATING" herein)

In the opinion of Jones Walker LLP, Jackson, Mississippi, Bond Counsel, under existing laws, regulations, rulings, and judicial decisions, and assuming the accuracy of certain representations and continuing compliance with certain covenants, interest on the Bonds (as defined below) is excludable from gross income for federal income tax purposes pursuant to Section 103 of the Code (as defined herein). Such excludability is conditioned on continuing compliance with certain tax covenants of the Bank (as defined below) and the Municipality (as defined below). In the opinion of Bond Counsel under existing laws, regulations, rulings and judicial decisions, interest on the Bonds is exempt from income taxation in the State of Mississippi. See "TAX MATTERS" herein and "APPENDIX D - FORM OF BOND COUNSEL OPINION" attached hereto.

$__________*

MISSISSIPPI DEVELOPMENT BANK
SPECIAL OBLIGATION BONDS, SERIES 20__
(STARKVILLE, MISSISSIPPI, PARKS AND RECREATION GENERAL OBLIGATION BOND PROJECT)

Dated: Date of Delivery **DUE: __________ 1, as shown on inside front cover**

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

The Bonds are issued by the Bank for the principal purpose of providing funds for the purchase of the Qualified Obligation (as defined herein) being issued by the City of Starkville, Mississippi (the "**Municipality**"), thus providing the Municipality funds to make payments to the Developer pursuant to the Authority Act, all as more fully described in this Official Statement.

The Bonds are subject to optional redemption prior to maturity as more fully described herein. See "DESCRIPTION OF THE BONDS -- Redemption."

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

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

The Bonds are offered subject to the final approval of the legality thereof by Jones Walker LLP, Jackson, Mississippi, Bond Counsel. Certain legal matters will be passed upon for the Bank by Balch & Bingham LLP, Jackson, Mississippi, its counsel, for the Underwriter by __________, __________, __________, and for the Municipality by __________, __________, __________. Government Consultants, Inc., Madison, Mississippi, serves as the independent registered municipal advisor to the Municipality in connection with the sale and issuance of the Bonds. The Bonds are expected to be available in definitive form for delivery on or about __________, 20__.*

The date of this Official Statement is __________, 20__.

*Preliminary, subject to change.

Bonds

MATURITY SCHEDULE*

Year of Maturity (__________ 1)	Principal* Amount	Interest Rate	Yield	CUSIP[1]

[1] CUSIP is a registered trademark of the American Bankers Association. CUSIP data contained herein is provided by Standard & Poor's CUSIP Service Bureau, a division of the McGraw-Hill Companies, Inc., The CUSIP numbers listed above are being provided solely for the convenience of the holders of the Bonds only, and the Bank, the Municipality and the Underwriters do not make any representation with respect to such CUSIP numbers or undertake any responsibility for their accuracy. The CUSIP numbers are subject to being changed after the issuance of the Bonds as a result of various subsequent actions, including but not limited to a refunding in whole or in part of the Bonds.

* Preliminary subject to change.

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

THE UNDERWRITER HAS PROVIDED THE FOLLOWING SENTENCE FOR INCLUSION IN THIS OFFICIAL STATEMENT. THE UNDERWRITER HAVE REVIEWED THE INFORMATION IN THIS OFFICIAL STATEMENT IN ACCORDANCE WITH, AND AS A PART OF, ITS RESPONSIBILITIES UNDER THE FEDERAL SECURITIES LAWS AS APPLIED TO THE FACTS AND CIRCUMSTANCES OF THIS TRANSACTION, BUT THE UNDERWRITER DOES NOT GUARANTEE THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. INFORMATION HEREIN HAS BEEN OBTAINED FROM THE BANK, THE MUNICIPALITY, DTC AND OTHER SOURCES BELIEVED TO BE RELIABLE, BUT THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION IS NOT GUARANTEED BY THE UNDERWRITER.

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

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

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

THE PRICES AT WHICH THE BONDS ARE OFFERED TO THE PUBLIC BY THE UNDERWRITER (AND THE YIELDS RESULTING THEREFROM) MAY VARY FROM THE INITIAL PUBLIC OFFERING PRICES OR YIELDS APPEARING ON THE INSIDE COVER PAGE HEREOF. IN ADDITION, THE UNDERWRITER MAY ALLOW CONCESSIONS OR DISCOUNTS FROM SUCH INITIAL PUBLIC OFFERING PRICES TO DEALERS AND OTHERS.

THIS OFFICIAL STATEMENT CONTAINS FORECASTS, PROJECTIONS AND ESTIMATES THAT ARE BASED ON EXPECTATIONS AND ASSUMPTIONS WHICH EXISTED AT THE TIME SUCH FORECASTS, PROJECTIONS AND ESTIMATES WERE PREPARED. IN LIGHT OF THE IMPORTANT FACTORS THAT MAY MATERIALLY AFFECT ECONOMIC CONDITIONS OF THE STATE, THE UNITED STATES OF AMERICA, AND THE MUNICIPALITY THE INCLUSION IN THIS OFFICIAL STATEMENT OF SUCH FORECASTS, PROJECTIONS AND ESTIMATES SHOULD NOT

BE REGARDED AS A REPRESENTATION BY THE BANK, THE MUNICIPALITY OR THE UNDERWRITER THAT SUCH FORECASTS, PROJECTIONS AND ESTIMATES WILL OCCUR. SUCH FORECASTS, PROJECTIONS AND ESTIMATES ARE NOT INTENDED AS REPRESENTATIONS OF FACT OR GUARANTEES OF RESULTS.

IF AND WHEN INCLUDED IN THIS OFFICIAL STATEMENT, THE WORDS "EXPECTS," "FORECASTS," "PROJECTS," "INTENDS," "ANTICIPATES, "ESTIMATES" AND ANALOGOUS EXPRESSIONS ARE INTENDED TO IDENTIFY FORWARD-LOOKING STATEMENTS AND ANY SUCH STATEMENTS INHERENTLY ARE SUBJECT TO A VARIETY OF RISKS AND UNCERTAINTIES THAT COULD CAUSE ACTUAL RESULTS TO DIFFER MATERIALLY FROM THOSE PROJECTED. SUCH RISKS AND UNCERTAINTIES INCLUDE, AMONG OTHERS, GENERAL ECONOMIC AND BUSINESS CONDITIONS, CHANGES IN POLITICAL, SOCIAL AND ECONOMIC CONDITIONS, REGULATORY INITIATIVES AND COMPLIANCE WITH GOVERNMENTAL REGULATIONS, LITIGATION AND VARIOUS OTHER EVENTS, CONDITIONS AND CIRCUMSTANCES, MANY OF WHICH ARE BEYOND THE CONTROL OF THE BANK AND THE MUNICIPALITY. THESE FORWARD-LOOKING STATEMENTS SPEAK ONLY AS OF THE DATE OF THIS OFFICIAL STATEMENT. THE BANK DISCLAIMS ANY OBLIGATION OR UNDERTAKING TO RELEASE PUBLICLY ANY UPDATES OR REVISIONS TO ANY FORWARD-LOOKING STATEMENT CONTAINED HEREIN TO REFLECT ANY CHANGE IN THE BANK'S EXPECTATIONS WITH REGARD THERETO OR ANY CHANGE IN EVENTS, CONDITIONS OR CIRCUMSTANCES ON WHICH ANY SUCH STATEMENT IS BASED.

THE ORDER AND PLACEMENT OF MATERIALS IN THIS OFFICIAL STATEMENT, INCLUDING THE APPENDICES, ARE NOT TO BE DEEMED A DETERMINATION OF RELEVANCE, MATERIALITY OR IMPORTANCE, AND THIS OFFICIAL STATEMENT, INCLUDING THE APPENDICES, MUST BE CONSIDERED IN ITS ENTIRETY. THE CAPTIONS AND HEADINGS IN THIS OFFICIAL STATEMENT ARE FOR CONVENIENCE OF REFERENCE ONLY, AND IN NO WAY DEFINE, LIMIT OR DESCRIBE THE SCOPE OR INTENT, OR AFFECT THE MEANING OR CONSTRUCTION, OF ANY PROVISION OR SECTIONS OF THIS OFFICIAL STATEMENT. THE OFFERING OF THE BONDS IS MADE ONLY BY MEANS OF THIS OFFICIAL STATEMENT.

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OFFICIAL STATEMENT

$__________[*]

MISSISSIPPI DEVELOPMENT BANK
SPECIAL OBLIGATION BONDS, SERIES 20__
(STARKVILLE, MISSISSIPPI, PARKS AND RECREATION GENERAL OBLIGATION BOND PROJECT)

INTRODUCTION

The purpose of this Official Statement, including its APPENDICES, is to set forth certain information concerning the sale and issuance by the Mississippi Development Bank (the "**Bank**") of its Mississippi Development Bank Special Obligation Bonds, Series 20__ (Starkville, Mississippi, Parks and Recreation General Obligation Bond Project) (the "**Bonds**"), issued in the aggregate principal amount of $__________*

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

Definitions

Capitalized terms used herein and not defined here should have the meaning ascribed thereto in APPENDIX E.

The Bank

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

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

[*] Preliminary, subject to change.

Sources of Payment and Security for the Bonds

The Bonds will be issued by and under and secured by the Indenture. The principal of, redemption premium, if any, and interest on any and all of the Bonds, together with any Refunding Bonds that may be authorized and issued by the Bank under the Indenture on a parity with the Bonds (collectively, the "**Bonds**"), are payable from and secured by the pledge of the Trust Estate established under the Indenture, defined to be (i) cash and securities in the funds and accounts established by the Indenture (except the Rebate Fund) and the investment earnings thereon and all proceeds thereof, (ii) the Qualified Obligation and the earnings thereon and the proceeds thereof, and (iii) all funds, accounts and moneys hereinafter pledged to the Trustee as security by the Bank. All Bonds will be secured equally and ratably by all of the foregoing. The sources of payment for the Bonds are further described under the caption "SECURITY AND SOURCES OF PAYMENT FOR THE Bonds," and "APPENDIX A".

The full faith and credit and taxing power of the State are not pledged to the payment of the principal of, premium, if any, and interest on any of the Bonds. The Bonds are not a debt, liability, loan of the credit or pledge of the full faith and credit, moral obligation of the State or of any political subdivision thereof. The Bank has no taxing power and has only those powers and sources of revenue set forth in the Bank Act. The Bonds are issued and secured separately from any other obligations issued by the Bank.

The Qualified Obligation securing the Bonds is, however, a general obligation of the Municipality, secured by the full faith, credit and ad valorem taxing power of the Municipality. The Qualified Obligation is the $__________* General Obligation Bond, Series 2020 (Starkville, Mississippi, Parks and Recreation General Obligation Bond Project), which is being issued pursuant to the provisions of the Municipality Bond Resolution, the Bank Act, the Authority Act, and the Municipal Improvement Act). In addition to the Municipality's general obligation pledge for payment of the Qualified Obligation, the Act authorizes the Municipality to use the Special Sales Tax collected pursuant to the Authority Act to pay, first, debt service on the Qualified Obligation and then to fund other amounts as provided for under the Authority Act. The Special Sales Tax is not pledged to the payment of debt service on the Qualified Obligation. Under the Authority Act, the Qualified Obligation will not be included in the Municipality's legal debt limit proscribed by the Municipal Improvement Act. The Municipality will use proceeds of the Qualified Obligation to provide for the Project, including the acquisition and construction of the Sports Complex. See "APPENDIX A - Information concerning the Municipality and the Sports Complex" for a more detailed discussion of the Sports Complex (the "Sports Complex") and the Special Sales Tax (defined herein and more particularly described in "APPENDIX A" hereto). See also, "SECURITY AND SOURCES OF PAYMENT FOR THE Bonds" and "APPENDIX C."

Purpose of the Bonds

The Bonds are being issued pursuant to the Act to purchase the Qualified Obligation, which will provide the Municipality funds for the purpose of: (a) acquiring real property and constructing, equipping, owning, operating, leasing, furnishing, maintaining, and marketing new and existing sports tournament and recreational facilities of the Municipality, and for related purposes as authorized by the Authority Act, and to pay the principal of and interest on bonds issued pursuant to the Authority Act (the "Special Tax Authorized Purpose"), (b) erecting municipal buildings, auditoriums, community centers, gymnasiums and athletic stadiums, preparing and equipping athletic fields, and purchasing buildings or land therefor, and for repairing, improving, adorning and equipping the same; erecting or purchasing waterworks, gas, electric and other public utility plants or distribution systems or franchises, and repairing, improving and extending the same; establishing sanitary, storm, drainage or sewerage systems, and repairing, improving and extending the same; protecting the municipality, its streets and sidewalks from overflow, caving banks and other like dangers; constructing, improving or paving streets, sidewalks, driveways, parkways, walkways or public parking facilities, and purchasing land therefor; purchasing land for parks and public playgrounds, and improving, equipping and adorning the same, including the constructing, repairing and equipping of swimming pools and other recreational facilities; constructing bridges and culverts; altering or changing the channels of streams and water courses to control, deflect or guide the current thereof; purchasing fire-fighting equipment and apparatus, and providing housing for same, and purchasing land therefor; purchasing machinery and equipment which have an expected useful life in excess of ten (10) years (the "General Municipal Improvements Authorized Purpose"), and (c) other authorized purposes under the Act, including paying capitalized interest, funding a debt service reserve fund, and paying the costs of issuance for the Bank Bonds and the Qualified Obligation.

Authority for Issuance

The Bonds are issued pursuant to the provisions of the Act and the Indenture.

Description of the Bonds

Redemption. The Bonds are subject to redemption prior to maturity as set forth under the caption "DESCRIPTION OF THE Bonds -- Redemption."

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

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

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

For a more complete description of the Bonds and the basic documentation pursuant to which the Bonds are being issued, see the captions "DESCRIPTION OF THE Bonds," "REVENUES, FUNDS AND ACCOUNTS," and "OPERATION OF FUNDS AND ACCOUNTS," in this Official Statement.

Tax Exemption

In the opinion of Bond Counsel, under existing laws, regulations, rulings, and judicial decisions, interest on the Bonds is excludable from gross income for federal tax purposes, with such excludability conditioned upon continuing compliance with certain tax covenants of the Bank and the Municipality. Interest on the Bonds is not an item of tax preference for purposes of the federal alternative minimum tax; however, for tax year beginning before January 1, 2018, interest on the Bonds is included in determining adjusted current earnings for purposes of computing the alternative minimum taxable income on corporations.

Under existing laws, regulations, rulings, and judicial decisions, interest on the Bonds is exempt from State income taxation.

For a more complete description of the opinion of Bond Counsel and certain other income tax consequences incident to the ownership of the Bonds, see the caption "TAX MATTERS" in this Official Statement. See "APPENDIX D" for the proposed form of Bond Counsel opinion.

Professionals Involved in the Offering

__________, __________, __________, will act as Trustee under the Indenture for the Bonds. Government Consultants, Inc., Madison, Mississippi, is employed as Independent Registered Municipal Advisor to the Municipality (the "**Municipal Advisor**") with respect to the Bonds. Certain proceedings in connection with the issuance of the Bonds are subject to the approval of Jones Walker LLP, Jackson, Mississippi, Bond Counsel (the "**Bond Counsel**"). Certain legal matters will be passed upon for the Bank by Balch & Bingham LLP, Jackson, Mississippi, for the Underwriter by, __________, __________, __________, and for the Municipality by, __________, __________, __________. See the caption "LEGAL MATTERS" and "MISCELLANEOUS" in this Official Statement.

Offering and Delivery of the Bonds

Subject to the final approval of the legality thereof by Bond Counsel, the Bonds are expected to be available in definitive form for delivery on or about __________, 20__.

Risks to the Owners of the Bonds

There are certain risks involved in the ownership of the Bonds which should be considered by prospective purchasers. The ability of the Bank to pay principal of, redemption premium, if any, and interest on the Bonds depends primarily upon the receipt by the Bank of Qualified Obligation Payments from the Municipality which is obligated to make such payments to the Trustee as assignee of the Bank, together with investment earnings on certain amounts in the Funds and Accounts established under the Indenture. There can be no representation or assurance that the Municipality will levy and collect ad valorem taxes or collect Special Sales Taxes sufficient to make the required Qualified Obligation Payments. See the caption, "SECURITY AND SOURCES OF PAYMENT." Failure of the Bank and/or the Municipality to comply with certain tax covenants may also adversely affect the exempt status of the interest on all of the Bonds. See the caption "RISKS TO THE OWNERS OF THE Bonds" in this Official Statement.

Other Information

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

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

NO DEALER, BROKER, SALESMAN OR OTHER REPRESENTATIVE OF THE UNDERWRITER OR OTHER PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR TO MAKE ANY REPRESENTATIONS OTHER THAN THOSE CONTAINED IN THIS OFFICIAL STATEMENT, AND, IF GIVEN OR MADE, SUCH OTHER INFORMATION OR REPRESENTATIONS MUST NOT BE RELIED UPON. THIS OFFICIAL STATEMENT DOES NOT CONSTITUTE AN OFFER TO SELL OR THE SOLICITATION OF AN OFFER TO BUY, AND THERE SHALL NOT BE ANY SALE OF THE BONDS BY ANY PERSON IN ANY JURISDICTION IN WHICH IT IS UNLAWFUL FOR SUCH PERSON TO MAKE SUCH OFFER, SOLICITATION OR SALE. THE INFORMATION SET FORTH HEREIN HAS BEEN OBTAINED FROM THE BANK, THE MUNICIPALITY, DTC AND OTHER SOURCES WHICH ARE BELIEVED TO BE RELIABLE, BUT IT IS NOT GUARANTEED AS TO ACCURACY OR COMPLETENESS. THE INFORMATION AND EXPRESSIONS OF OPINION HEREIN ARE SUBJECT TO CHANGE WITHOUT NOTICE, AND NEITHER THE DELIVERY OF THIS OFFICIAL STATEMENT NOR ANY SALE MADE HEREUNDER SHALL, UNDER ANY CIRCUMSTANCES, CREATE ANY IMPLICATION THAT THERE HAS BEEN NO CHANGE IN THE AFFAIRS OF THE BANK SINCE THE DATE HEREOF.

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

Format of Official Statement

There follows in this Official Statement a description of the security and sources of payment for the Bonds, the purposes and operation of the Bank's Program to be financed out of the proceeds of the Bonds, the Bank, and summaries of certain provisions of the Bonds, the Indenture, and certain provisions of the Act. All discussions of the Act and the Indenture are qualified in their entirety by reference to the Act and the Indenture, copies of which are available from the Bank, and all discussions of the Bonds are qualified in their entirety by reference to the definitive form and the information with respect to the Bonds contained in the Indenture. Certain information relating to the Municipality is set forth in "APPENDIX A," certain financial and economic information relating to the Municipality is set forth in "APPENDIX B," the form of the Municipality Bond Resolution and the Qualified Obligation is set forth in "APPENDIX C," the proposed form of opinion of Bond Counsel with respect to the Bonds is set forth in "APPENDIX D," certain definitions of certain terms used in this Official Statement are set forth in "APPENDIX E", and the form of the continuing disclosure certificate of the Municipality as set forth in "APPENDIX F". Each of the APPENDICES to this Official Statement is an integral part of this Official Statement and should be read in its entirety by any and all owners or prospective owners of the Bonds.

SECURITY AND SOURCES OF PAYMENT FOR THE BONDS

General

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

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

The Municipality and the Qualified Obligation

From the proceeds of the Bonds, the Bank intends to purchase and, upon purchase, will the Qualified Obligation and all payments due thereunder by the Municipality to the Trustee as security for payment of the Bonds under the Indenture.

Provisions for Payment of the Qualified Obligation

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

In the Municipality Bond Resolution, the Municipality covenants to levy a direct, continuing Special Sales Tax upon all of the taxable property within the geographical limits of the Municipality, adequate and sufficient, after allowance shall have been made for the expenses of collection and delinquencies in the payment of taxes, to produce sums required for the payment of the principal of premium, if any, and the interest on the Qualified Obligation and any additional obligations of the Municipality under the Municipality Bond Resolution. The Qualified Obligation will be a general obligation of the Municipality payable as to principal and interest out of and secured by an irrevocable pledge of the avails of a direct and continuing tax to be levied annually without limitation as to rate or amount upon the taxable property within the geographical limits of the Municipality; provided, however, that such tax levy for any year shall be abated pro tanto to the extent the Municipality on or prior to September 1 of that year has transferred money to the Sports Park Bond Fund of the Qualified Obligation, or has made other provisions for funds, to be applied toward the payment of the principal of and interest on the Qualified Obligation due during the ensuing fiscal year of the Municipality, in accordance with the provisions of the Municipality Bond Resolution. Said tax shall be extended upon the tax rolls and collected in the same manner and at the same time as other taxes of the Municipality are collected, and the rate of tax which shall be so extended shall be sufficient in each year fully to produce the sums required as aforesaid, without limitation as to time, rate or amount. The avails of said tax are irrevocably pledged in the Municipality Bond Resolution for the payment of the principal of, premium, if any, and interest on the Qualified Obligation and any additional obligations of the Municipality as aforesaid as the same shall respectively mature and accrue.

Under and pursuant to the Authority Act and the referendum of the qualified electors of the Municipality held on __________, 20__, the Municipality is authorized to levy a special sales tax upon every person, firm or corporation operating a motel or hotel in the Municipality equal to two percent (2%) of the gross proceeds of room rentals for each such motel or hotel and a Special Sales Tax of the sales upon every person, firm or corporation operating a restaurant in the Municipality equal to two percent (2%) of the gross proceeds of the sales of restaurant (the "Special Sales Tax"). The Municipality levied and began collecting the Special Sales Tax on __________, 20__. Although the Special Sales Tax is not pledged to the payment of the debt service on the Qualified Obligation or Bonds, the Municipality intends to use the tax, first, to first pay scheduled debt service on the Qualified Obligation, and, then, to pay other amounts as provided for under the Act. See "APPENDIX A –INFORMATION CONCERNING THE

MUNICIPALITY AND THE SPORTS COMPLEX" hereto for a more detailed discussion of the Special Sales Tax and Sports Complex.

The Qualified Obligation will never, within the meaning of any constitutional or statutory limitation, be a debt, liability, or obligation of the State or any political subdivision of the State other than the Municipality, and neither the full faith and credit nor taxing power or moral obligation of the State or any political subdivision thereof, other than the Municipality, is pledged to the payment of the principal, premium, if any, and interest on the Qualified Obligation; provided, however, that the Qualified Obligation is a general obligation of the Municipality. Under the Authority Act, the Qualified Obligation will not be included in the Municipality's legal debt limit prescribed by Section 21-33-303 of the Municipal Improvement Act. The Qualified Obligation initially issued under the Municipality Bond Resolution shall be issued for the purposes of providing funds to finance costs of the Project. See "APPENDIX C" for further description of the Qualified Obligation and the Municipality Bond Resolution.

RISKS TO THE OWNERS OF THE BONDS

General

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

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

No Reserve Funds

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

Tax Covenants

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

Remedies

The remedies available to the Trustee, to the Bank or to the owners of the Bonds upon an Event of Default under the Indenture or under the terms of the Qualified Obligation purchased by the Bank are in many respects dependent upon judicial actions which are often subject to discretion and delay. Under existing constitutional and statutory law and judicial decisions, including specifically the Bankruptcy Code, the remedies provided in the Indenture and under the Qualified Obligation may not be readily available or may be limited. The various legal opinions delivered concurrently with the delivery of the Bonds and the Qualified Obligation may be qualified as to the enforceability of the various legal instruments by limitations imposed by general principles of equity and by bankruptcy, reorganization, insolvency or other similar laws affecting the rights of creditors generally.

Certain Bankruptcy Risks

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

Limitation on Enforceability of Security Interests

The pledge of the full faith and credit granted by the Municipality in the Municipality Bond Resolution may be limited by a number of factors, including the ability to collect levied taxes. Under current law, such a pledge and assignment as attempted to be effected by the Municipality Bond Resolution may be further limited by the following: (a) statutory liens; (b) rights arising in favor of the United States of America or any agency thereof; (c) prohibitions against assignment set forth in federal statutes; (d) constructive trusts, equitable liens or other rights which might be impressed or conferred by any state or federal court in the exercise of equitable jurisdiction; (e) federal bankruptcy laws affecting taxes and other revenues of the Municipality received within ninety (90) days preceding and after any effectual institution of bankruptcy, liquidation or reorganization proceedings by or against the Municipality; (f) rights of third parties in revenues converted to cash and not in the possession of the

Trustee; and (g) sales, liens and/or pledges made by the Municipality. If an Event of Default does occur, it is uncertain that the Trustee could successfully obtain an adequate remedy at law or in equity.

Failure to Compel the Levy of Taxes on the Qualified Obligation

The Qualified Obligation will be a general obligation of the Municipality payable as to principal and interest out of and secured by an irrevocable pledge of the avails of a direct and continuing tax to be levied annually without limitation as to rate or amount by the Municipality upon the taxable property within the geographical limits of the Municipality; provided, however, that such tax levy for any year shall be abated pro tanto to the extent the Municipality on or prior to September 1 of that year has transferred money to the Sports Park Bond Fund of the Municipality Bond Resolution, or has made other provisions for funds, to be applied toward the payment of the principal of and interest on the Qualified Obligation due during the ensuing fiscal year of the Municipality, in accordance with the provisions of the Municipality Bond Resolution. The Municipality, when necessary, will levy annually a Special Sales Tax upon all taxable property within the geographical limits of the Municipality adequate and sufficient to provide for the payment of the principal of and the interest of the Qualified Obligation as the same falls due.

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

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

The Amendment does not affect the underlying obligation of the Municipality to pay the principal of and interest on the Qualified Obligation as it matures and becomes due, nor does it affect the obligation of the Municipality to levy a tax sufficient to accomplish that purpose. However, even though it appears that the Amendment was not intended to affect remedies of a holder of the Qualified Obligation in the event of a payment default, it potentially prevents such holder from obtaining a writ of mandamus to compel the levying of taxes to pay the principal of and interest on the Qualified Obligation in a Court of the State of Mississippi. It is not certain whether the Amendment would affect the right of a federal court to direct the levy of a tax to satisfy a contractual obligation. Other effective remedies are available to the holder of the Qualified Obligation in the event of a payment default with respect to the Qualified Obligation. For example, such holder can seek a writ of mandamus to compel the Municipality to use any legally available moneys to pay the debt service on the Qualified Obligation, and if such writ of mandamus is issued and public officials fail to comply with such writ, then such public officials may be held in contempt of court. In addition, pursuant to Mississippi Constitution §175, all public officials who are guilty of willful neglect of duty may be removed from office.

DESCRIPTION OF THE BONDS

General Description

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

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

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

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

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

Book-Entry-Only System

Unless and until the book-entry-only system has been discontinued, the Bonds will be available only in book-entry form in principal amounts of $5,000 or any integral multiple thereof. DTC will initially act as securities depository for the Bonds. The Bonds will be initially issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee). One fully-registered Bond will be issued for each maturity of the Bonds and will be deposited with DTC or pursuant to DTC's FAST registration procedures.

The information provided under this caption has been provided by DTC. No representation has been made by the Bank, the Municipality or the Underwriter as to the accuracy or adequacy of such information, or as to the absence of material adverse changes in such information subsequent to the date hereof.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non–U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's Participants ("**DTC Participants**") deposit with DTC. DTC also facilitates the post-trade settlement among DTC Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between DTC Participants' accounts. This eliminates the need for physical movement of securities certificates. DTC Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("**DTCC**"). DTCC is the holding company for DTC, the National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("**Indirect Participants**"). DTC has a Standard & Poor's rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

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

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

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

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

Neither DTC nor Cede & Co., (nor any other DTC nominee) will consent or vote with respect to the Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an "Omnibus Proxy" to the Trustee as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those DTC Participants to whose accounts the Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

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

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

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

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the Bank, the Municipality and the Underwriter believe to be reliable, but neither the Bank, the Municipality nor the Underwriter take any responsibility for the accuracy thereof.

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

THE BANK, THE TRUSTEE, THE MUNICIPALITY AND THE UNDERWRITER CANNOT AND DO NOT GIVE ANY ASSURANCES THAT THE DTC PARTICIPANTS OR THE INDIRECT PARTICIPANTS WILL DISTRIBUTE TO THE BENEFICIAL OWNERS OF THE BONDS (A) PAYMENTS OF PRINCIPAL OF, REDEMPTION PRICE OF OR INTEREST ON THE BONDS; (B) CERTIFICATES REPRESENTING AN OWNERSHIP INTEREST OR OTHER CONFIRMATION OF BENEFICIAL OWNERSHIP INTERESTS IN BONDS; OR (C) REDEMPTION OR OTHER NOTICES SENT TO DTC OR CEDE & CO., ITS NOMINEE, AS THE REGISTERED OWNERS OF THE BONDS, OR THAT THEY WILL DO SO ON A TIMELY BASIS OR THAT DTC OR DIRECT OR INDIRECT PARTICIPANTS WILL SERVE AND ACT IN THE MANNER DESCRIBED IN THIS OFFICIAL STATEMENT. THE CURRENT "RULES" APPLICABLE TO DTC ARE ON FILE WITH THE SECURITIES AND EXCHANGE COMMISSION AND THE CURRENT "PROCEDURES" OF DTC TO BE FOLLOWED IN DEALING WITH DTC PARTICIPANTS ARE ON FILE WITH DTC.

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

Redemption

Optional Redemption. The Bonds (or any portions thereof in integral multiples of $5,000 each) maturing on or after __________ 1, 20__, are subject to redemption in whole or in part, in principal amounts and maturities selected by the Bank on any date on or after __________ 1, 20__, at par, plus accrued interest to the date of redemption. Under the Indenture, selection of Bonds to be redeemed within a maturity will be made by lot by the Trustee. In accordance with DTC's standard practices and its agreement with the Bank, DTC and the DTC Participants will make this selection so long as the Bonds are in book-entry form.

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

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

APPLICATION OF THE PROCEEDS
OF THE BONDS

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

Sources of Funds

Bond Proceeds	$
Original Issue Premium	$
Total Sources of Funds	$

Uses of Funds

Deposit to General Fund, Purchase Account for Purchase of the Qualified Obligation	$
Deposit to the General Fund, Costs of Issuance Account*	
Total Uses of Funds	$

* Includes payments for Costs of Issuance, which include but are not limited to, legal fees and expenses, municipal advisory fees and expenses, the Underwriter's Discount paid directly to the Underwriter.

THE MISSISSIPPI DEVELOPMENT BANK

General

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

The Bank is granted under the Bank Act the power to borrow money and issue its bonds in such principal amounts as it shall deem necessary to provide funds to accomplish a public purpose or purposes of the State provided for under the Bank Act, including purchasing bonds, notes or evidences of indebtedness, such as the Qualified Obligation, from local governmental units, such as the Municipality.

Organization and Membership of the Bank

The Bank is governed by a nine member Board of Directors. The members of the Board of Directors are elected by the members of the Mississippi Business Finance Corporation ("**MBFC**") at the time and place fixed by MBFC's by-laws. Appointments are for terms of one year. The members of the Board of Directors are as follows:

[insert table here]

The operations of the Bank are administered by E.F. "Buddy" Mitcham, Executive Director. Mr. Mitcham is a 1970 graduate of Mississippi State University with a degree in Business Administration.

Prior Bonds of Bank

The purpose of the Bank is to foster and promote, in accordance with the Bank Act, the borrowing of funds for public purposes by local governmental units. Under the Program, the Bank has previously issued bonds totaling in principal approximately $__________. Of such amount, approximately $__________ was outstanding as of __________, 20__. For approximately $__________, in principal amount of bonds of the Bank outstanding, the State's Legislature may determine to appropriate funds to the extent of any deficiency in a reserve fund established for such outstanding Bank bonds.

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

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

FUNDS AND ACCOUNTS

Creation of Funds and Accounts

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

1. General Fund - comprised of the following:

   (a) General Account

   (b) Purchase Account

   (c) Redemption Account

   (d) Bond Issuance Expense Account

2. Rebate Fund

Deposit of Net Proceeds of the Bonds, Revenues and Other Receipts

The Trustee will deposit the net proceeds from the sale of the Bonds as follows:

(a) To the Bond Issuance Expense Account of the General Fund, the amount of $__________ to pay a portion of the costs of issuance of the Bonds and the Qualified Obligation; and

(b) To the Purchase Account of the General Fund, the sum of $_______________ to be used to purchase the Qualified Obligation to provide the Municipality funds to the Project.

The Trustee will deposit Revenues and other receipts (except the proceeds of the Bonds, interest earnings on any amounts in the Rebate Fund and moneys received by the Bank from the redemption prior to maturity of the Qualified Obligation) into the General Account of the General Fund based on the amount due under the Municipality Bond Resolution for the Qualified Obligation, and will deposit any moneys received from the redemption prior to maturity of Qualified Obligation in to the Redemption Account of the General Fund.

OPERATION OF FUNDS AND ACCOUNTS

General Fund

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

(a) On or before any Interest Payment Date, to the Registered Owners such amounts as may be necessary to pay the principal and interest coming due on the Bonds on such Interest Payment Date.

(b) Such amounts as may be necessary to pay any Program Expenses of the Bank.

(c) On or before 30 days after each anniversary of the issuance of the Bonds, the amounts to be transferred to the Rebate Fund.

(d) After making all required payments under subparagraphs (a) through (c) above, the Trustee shall make a determination of the amounts reasonably expected to be received in the form of Qualified Obligation Payments in the succeeding twelve (12) months and shall transfer all monies in the General Account, which, together with such expected receipts for the succeeding 12 months are in excess of the amounts needed to pay principal and interest on the Bonds within the immediately succeeding twelve month period, to the Municipality at the request of the Municipality with the prior written approval of the Bank.

Bond Issuance Expense Account. Upon receipt of invoices or requisitions acceptable to the Trustee, the Trustee will disburse the amounts held in the Bond Issuance Expense Account for the payment or reimbursement of the costs related to the authorization, sale, validation and issuance of the Bonds and the purchase and validation of the Qualified Obligation, which items of expense shall include, but not be limited to, printing costs, costs of reproducing documents, filing and recording fees, initial fees and charges of the Trustee, legal fees and charges, professional consultants' fees, municipal advisory fees and expenses, costs of credit ratings, fees and charges for execution, transportation and safekeeping of the Bonds, credit enhancements or liquidity facility fees (which may be paid directly by the Underwriter on the date of the issuance of the Bonds), and other costs, charges and fees in connection with the foregoing. On the date which is sixty (60) days after the date of issuance of the Bonds, any amounts remaining in the Bond Issuance Expense Account will be transferred to the General Account.

Purchase Account. Upon submission of duly authorized written requisitions of an authorized officer of the Bank stating that all requirements for purchases under the Act, the Indenture and the established policies of the Bank have been or will be met, the Trustee will disburse the amounts held in the Purchase Account to the Municipality for the purchase of the Qualified Obligation as described under the heading "Deposit of Net Proceeds of the Bonds, Revenues and Other Receipts".

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

Rebate Fund

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

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

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

Amounts Remaining in Funds

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

Investment of Funds

Any moneys held as part of any Fund or Account created under or pursuant to the Indenture including the Rebate Fund shall be invested or reinvested by the Trustee as continuously as reasonably possible in such Investment Securities as may be directed by the Municipality (such direction to be confirmed in writing). All such investments shall at all times be a part of the Fund or Account in which the moneys used to acquire such investments had been deposited and, except as provided in the Indenture, all income and profits on such investments, other than from moneys on deposit in the Rebate Fund or any Account created thereunder, shall be deposited as received in the General Account of the General Fund for the Funds and Accounts for the Bonds. The Trustee may make any and all such investments through its bond department or through the bond department of any financial institution which is an affiliate of the Trustee and may trade with itself or any of its affiliates in doing so. Moneys in separate Funds and Accounts for the Bonds may be commingled for the purpose of investment or deposit, and moneys in separate Funds. Any investment losses shall be charged to the Fund or Account in which moneys used to purchase such investment had been deposited. For so long as the Trustee is in compliance with the provisions of the Indenture, the Trustee shall not be liable for any investment losses. Moneys in any Fund or Account shall be invested in Investment Securities with a maturity date, or a redemption date which shall coincide as nearly as practicable with times at which moneys in such Funds or Accounts will be required for the purposes thereof. The Trustee shall sell and reduce to cash a sufficient amount of such Investments in the respective Fund or Account whenever the cash balance therein is insufficient to pay the amounts contemplated to be paid therefrom at the time those amounts are to be paid. All investment income from the assets held in any Fund or Account, except for the Rebate Fund and any Accounts created thereunder, will be added to the General Account of the General Fund for the Funds and Accounts for the Bonds.

The Bank has certified in the Indenture to the owners of the Bonds from time to time Outstanding that moneys on deposit in any Fund or Account in connection with the Bonds, whether or not such moneys were derived from the proceeds of the sale of the Bonds or from any other sources, are not intended to be used in a manner which will cause the interest on the Bonds to lose the exclusion from gross income for federal income tax purposes.

THE BONDS AS LEGAL INVESTMENTS

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

LITIGATION

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

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

TAX TREATMENT OF ORIGINAL ISSUE DISCOUNT

The initial public offering prices each maturity of the Bonds maturing on __________ 1 of the years _____ through ________ (the "**Discount Bonds**") are being offered and sold to the public at an original issue discount ("**OID**") from the amounts payable at maturity thereon. OID is the excess of the stated redemption price at maturity (the principal amount) over the "issue price" of a Discount Bond. The issue price is of a Discount Bond is the initial offering price to the public (other than to bond houses, brokers or similar Persons acting in the capacity of underwriters or wholesalers) at which a substantial amount of the Discount Bonds of the same maturity is sold pursuant to that offering. For federal income tax purposes, OID accrues to the owner of a Discount Bond over the period to maturity based on the constant yield method, computed semiannually (or over a shorter permitted compounding interval selected by the owner). The portion of OID that accrues during ownership of a Discount Bond (a) is interest excludable from the owner's gross income for federal income tax purposes to the same extent, and subject to the same considerations discussed above, as other interest on the Bonds, and (b) is added to the owner's tax basis for purposes of determining gain or loss on the maturity, redemption, prior sale or other disposition of that Discount Bond. A purchaser of a Discount Bond in the initial public offering at the price for that Discount Bond stated on the inside cover of this Official Statement who holds that Discount Bond to maturity will realize no gain or loss upon the retirement of that Discount Bond.

Owners of Discount Bonds should consult their own tax advisers as to the federal tax consequences and the treatment of bond discount for purposes of state and local taxes on income.

TAX TREATMENT OF ORIGINAL ISSUE PREMIUM

The initial public offering prices of each maturity of the Bonds maturing __________ 1 in the years 20__ through and including 20__ (collectively, the "**Premium Bonds**"), are more than the amounts payable at the maturity dates thereof as set forth on the inside front cover of this Official Statement. Under the Code, the difference between the principal amount of a Premium Bond and the cost basis of such Premium Bond to its owner (other than an owner who holds such a Premium Bond as inventory, stock in trade or for sale to customers in the ordinary course of business) is "bond premium." Bond premium is amortized over the term of such a Premium Bond for federal income tax purposes. The owner of a Premium Bond is required to decrease his basis in such Premium Bond by the amount of amortizable bond premium attributable to each taxable year he holds the Premium Bond. The amount of the amortizable bond premium attributable to each taxable year is determined on an actuarial basis at a constant interest rate compounded on each interest payment date. The amortizable bond premium attributable to a taxable year is not deductible for federal income tax purposes.

Owners of Premium Bonds should consult their own tax advisors with respect to the precise determination for federal income tax purposes of the treatment of bond premium upon sale, redemption or other disposition of Premium Bonds and with respect to state and local tax consequences of owning and disposing of Premium Bonds.

TAX MATTERS

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

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

The interest on the Bonds is not a specific preference item for purposes of the federal alternative minimum taxes. However, for tax years beginning before January 1, 2018, interest on the Bonds is included in adjusted current earnings in calculating alternative minimum taxable income on corporations.

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

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

From time to time, there are legislative proposals introduced and regulatory actions proposed or announced at the federal or state level that, if enacted, could alter or amend directly or indirectly relevant federal and state tax matters, including, without limitation, those mentioned hereinabove or could adversely affect the market value of the Bonds. It cannot be predicted whether or when or in what form any such legislative or regulatory proposal might be enacted or implemented or whether if enacted or implemented it would apply to tax exempt obligations such as the Bonds issued prior to enactment or implementation. In addition, from time to time, litigation is threatened or commenced which, if concluded in a particular manner, could adversely affect relevant tax matters or the market value of the Bonds. It cannot be predicted how any particular litigation or judicial action will be resolved or whether the Bonds or the market value thereof would be impacted thereby. Purchasers of the Bonds should consult their tax advisors regarding any pending or proposed legislation, regulatory initiatives or litigation. The opinions expressed by Bond Counsel are based upon existing legislation and regulations as interpreted by relevant judicial and regulatory authorities as of the date of issuance and delivery of the Bonds and Bond Counsel has expressed no opinion as of any date subsequent thereto or with respect to any pending or proposed legislation, regulatory initiatives or litigation.

LEGAL MATTERS

Certain legal matters incident to the authorization and issuance of the Bonds by the Bank are subject to the approval of Bond Counsel whose approving opinion will be delivered concurrently with the delivery of Bonds. Certain legal matters will be passed upon for the Bank by its counsel, Balch &

Bingham LLP, Jackson, Mississippi, for the Underwriter by its counsel, __________, __________, __________, and for the Municipality by its counsel, Christopher J. Latimer, Mitchell, McNutt & Sams, P.A., Tupelo, Mississippi.

Jones Walker LLP, Jackson, Mississippi, is also serving as bond counsel for the Municipality in connection with the issuance and sale of the Qualified Obligation.

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

RATING

[insert info here]

PENSION PLAN

[insert info here]

CONTINUING DISCLOSURE

[insert info here]

For a summary of the Municipality's undertaking, see **APPENDIX F - FORM OF CONTINUING DISCLOSURE CERTIFICATE** attached hereto.

MUNICIPAL ADVISOR

The Municipality has retained Government Consultants, Inc., Madison, Mississippi, as Municipal Advisor in connection with the sale and issuance of the Bonds. In such capacity the Municipal Advisor has provided recommendations and other financial guidance to the Municipality with respect to the preparation of documents, the preparation for the sale of the Bonds and of the time of the sale, tax-exempt bond market conditions and other factors related to the sale of said Bonds. Although the Municipal Advisor performed an active role in the drafting of this Official Statement, it has not independently verified any of the information set forth herein.

UNDERWRITING

The Underwriter shown on the cover page hereof (the "Underwriter") has agreed to purchase the Bonds, subject to certain conditions, at a purchase price of $__________, representing the aggregate principal amount of the Bonds of $___________, less an underwriting discount of $__________, plus a net original issue premium of $___________. The obligation of the Underwriter to purchase the Bonds is subject to certain terms and conditions set forth in a Bond Purchase Agreement entered into between the Underwriter and the Municipality. The Bonds may be offered and sold to certain dealers, banks and others at prices lower than the initial offering prices shown on the inside cover page of this Official Statement, and such initial offering prices may be changed from time to time by the Underwriter.

VALIDATION

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

MISCELLANEOUS

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

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

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

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

MISSISSIPPI DEVELOPMENT BANK

By: ___________________________
Executive Director

APPENDIX A

INFORMATION ON THE MUNICIPALITY

ECONOMIC AND DEMOGRAPHIC INFORMATION

APPENDIX B

FINANCIAL INFORMATION FOR THE MUNICIPALITY

APPENDIX D

FORM OF BOND COUNSEL OPINION

FORM OF BOND COUNSEL OPINION

Re: $______________ Mississippi Development Bank Special Obligation Bonds, Series 20__ (Starkville, Mississippi, Parks and Recreation General Obligation Bond Project), dated the date of delivery thereof (the "Bonds")

Ladies and Gentlemen:

We have acted as Bond Counsel in connection with the issuance by the Mississippi Development Bank (the "Issuer") of the above described Bonds, pursuant to an Indenture of Trust (the "Indenture"), dated as of _____, 2018, by and between the Issuer and __________, __________, __________, as Trustee (the "Trustee"). The Bonds are being issued by the Issuer for the principal purpose of providing funds for the purchase of the $__________ General Obligation Bond, Series 20__ (Starkville, Mississippi, Parks and Recreation General Obligation Bond Project) (the "Qualified Obligation") being issued by the City of Starkville, Mississippi (the "Municipality") to provide funds for the purpose of: (a) acquiring real property and constructing, equipping, owning, operating, leasing, furnishing, maintaining, and marketing new and existing sports tournament and recreational facilities of the Municipality, and for related purposes as authorized by the Authority Act, and to pay the principal of and interest on bonds issued pursuant to the Authority Act (the "Special Tax Authorized Purpose"), (b) erecting municipal buildings, auditoriums, community centers, gymnasiums and athletic stadiums, preparing and equipping athletic fields, and purchasing buildings or land therefor, and for repairing, improving, adorning and equipping the same; erecting or purchasing waterworks, gas, electric and other public utility plants or distribution systems or franchises, and repairing, improving and extending the same; establishing sanitary, storm, drainage or sewerage systems, and repairing, improving and extending the same; protecting the municipality, its streets and sidewalks from overflow, caving banks and other like dangers; constructing, improving or paving streets, sidewalks, driveways, parkways, walkways or public parking facilities, and purchasing land therefor; purchasing land for parks and public playgrounds, and improving, equipping and adorning the same, including the constructing, repairing and equipping of swimming pools and other recreational facilities; constructing bridges and culverts; altering or changing the channels of streams and water courses to control, deflect or guide the current thereof; purchasing fire-fighting equipment and apparatus, and providing housing for same, and purchasing land therefor; purchasing machinery and equipment which have an expected useful life in excess of ten (10) years (the "General Municipal Improvements Authorized Purpose"), and (c) other authorized purposes under the Act, including paying capitalized interest, funding a debt service reserve fund, and paying the costs of issuance for the Bank Bonds and the Qualified Obligation.

We have examined the law and a certified transcript of proceedings of the Issuer relative to the authorization, issuance and sale of the Bonds and such other papers as we deem necessary to render this opinion, including (a) the tax covenants and representations of the Issuer made in the Indenture and in the Arbitrage Certificate and in the Arbitrage Rebate Agreement, each dated __________, 20__ (together, the "Arbitrage Certificate") by the Issuer and the Municipality, and (b) the tax covenants and representations of the Municipality made in a resolution (the "Municipality Bond Resolution") adopted by the Mayor and Board of Aldermen of the Municipality on __________, 20__, and in the Arbitrage Certificate. Together the covenants and representations made in the Indenture, the Municipality Bond Resolution and the Arbitrage Certificate are referred to herein as the "Tax Representations and Covenants".

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

Regarding facts material to our opinions, we have relied upon the certified transcript of proceedings of the Issuer and the Municipality and other certificates of public officials, including the Tax Representations and Covenants, and have not undertaken to verify any facts by independent investigation.

Based upon our examination, and subject to the assumptions and the qualifications herein, we are of the opinion, as of the date hereof, as follows:

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

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

3. Under and pursuant to the Act, the Bonds and interest thereon are exempt from all income taxes imposed by the State of Mississippi (the "State").

4. Under existing statutes, regulations, rulings and court decisions, subject to the assumption stated below, interest on the Bonds is excludable from gross income for federal income tax purposes. Furthermore, interest on the Bonds is not an item of tax preference for purposes of the federal alternative minimum; however, for the tax year beginning before January 1, 2018, interest on the Bonds is taken into account in determining adjusted current earnings for purposes of computing the federal alternative minimum tax imposed on corporations. We express no opinion regarding other federal tax consequences resulting from the ownership of, receipt or accrual of interest on, or disposition of the Bonds. In rendering the opinion contained in this paragraph 4, we have assumed continuing compliance with the requirements of the Internal Revenue Code of 1986, as amended (the "Code"), that must be met by the Issuer and the Municipality after the issuance of the Bonds, including the Tax Representations and Covenants, in order that interest on the Bonds not be included in gross income for federal income tax purposes. The failure to meet such requirements may cause interest on the Bonds to be included in gross income for federal income tax purposes retroactive to the date of issuance of the Bonds. The Bank and the Municipality have covenanted in the Tax Representatives and Covenants to comply with or to require compliance with the requirements of the Code in order to maintain the exclusion of interest on the Bonds from gross income for federal income tax purposes.

Owners of the Bonds should consult their own tax advisors as to the applicability and effect on their federal income taxes of any other collateral federal income tax consequences.

In this opinion letter issued in our capacity as Bond Counsel, we are opining only upon those matters set forth herein, and we are not passing upon the accuracy, adequacy or completeness of any statements made in connection with any offer, placement or sale of the Bonds or upon any federal or state tax consequences arising from the receipt or accrual of interest on or the ownership or disposition of the Bonds, except those specifically addressed herein.

In rendering the foregoing opinions, we have assumed the accuracy and truthfulness of all public records and of all certificates, resolutions, documents and other proceedings examined by us that have been executed or certified by public officials acting within the scope of their official capacities and have not verified the accuracy or truthfulness thereof. We also have assumed the genuineness of the signatures appearing upon such public records, certifications, resolutions, documents and proceedings.

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

In rendering the opinions in paragraphs 1 and 2 above, we have relied upon the opinion of Balch & Bingham, LLP, Jackson, Mississippi, as Counsel to the Issuer, as to the due authorization, execution, and delivery by and enforceability against the Issuer of the Bonds and the Indenture.

This opinion letter is issued as of the date hereof and we assume no obligation to revise or supplement this opinion letter to reflect any facts or circumstances that may hereafter come to our attention or any changes in law that may hereafter occur.

Very truly yours,

JONES WALKER LLP

APPENDIX E

DEFINITIONS

APPENDIX F

FORM OF CONTINUING DISCLOSURE CERTIFICATE

CONTINUING DISCLOSURE CERTIFICATE

THIS CONTINUING DISCLOSURE CERTIFICATE (this "**Disclosure Certificate**") is executed and delivered by the City of Starkville, Mississippi (the "**Municipality**") in connection with the issuance of $______________ Mississippi Development Bank Special Obligation Bonds, Series 20__ (Starkville, Mississippi, Parks and Recreation General Obligation Bond Project), dated the date of delivery thereof (the "**Bonds**"). The Bonds are being issued pursuant to an Indenture of Trust (the "**Indenture**"), dated ____, 2018, between the Mississippi Development Bank (the "**Bank**") and __________, __________, __________, as trustee (the "**Trustee**"). The proceeds of the Bonds will be used by the Bank to purchase the Municipality's $______________ Sports Complex General Obligation Bond, Series 20__ (the "**Qualified Obligation**"). The proceeds of the Qualified Obligation will be used by the Municipality to finance the costs of various capital improvements in the Municipality. The Municipality covenants and agrees as follows:

SECTION 1. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the Municipality for the benefit of the holders and beneficial owners of the Bonds and in order to assist the Participating Underwriters in complying with Rule 15c2-12(b)(5) of the Securities and Exchange Commission (the "**SEC**").

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

"Annual Report" shall mean any Annual Report provided by the Municipality pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate**.**

"Dissemination Agent" shall mean, initially, the Municipality, or any successor Dissemination Agent designated in writing by the Municipality and which has filed with the Municipality a written acceptance of such designation**.**

"Material Events" shall mean any of the events listed in Section 5 of this Disclosure Certificate**.**

"MSRB" shall mean the Municipal Securities Rulemaking Board. As of the date hereof, the MSRB's required method of filing is electronically via its Electronic Municipal Market Access (EMMA) system available on the Internet at http://emma.msrb.org**.**

"Participating Underwriter" shall mean the original underwriters of the Bonds required to comply with the Rule in connection with an offering of the Bonds**.**

"Rule" shall mean Rule 15c2-12(b)(5) adopted by the SEC under the Securities Exchange Act of 1934, as the same may be amended from time to time**.**

SECTION 3. Provision of Annual Reports.

a. The Municipality shall, or shall cause the Dissemination Agent to, not later than twelve (12) months following the end of the Municipality's fiscal year of each year, commencing twelve (12) months following the end of the Municipality's fiscal year ending September 30, 2018, provide to the MSRB (in an electronic format as prescribed by the MSRB), an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Certificate. Not later than five (5) business days prior to said date, the Municipality shall provide the Annual Report to the Dissemination Agent (if other than the Municipality). The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 of this Disclosure Certificate; provided that the audited financial statements of the Municipality may be submitted separately from the balance of the Annual Report**.** The information to be updated may be reported in any format chosen by the Municipality; it is not required that the format reflected in this Official Statement be used in future years.

b. If the Municipality is unable to provide to the MSRB an Annual Report by the date required in subsection (a), the Municipality shall file or cause to be filed with the MSRB a notice in substantially the form attached as Exhibit "A" or in another form determined by the Municipality in a timely manner.

c. The Dissemination Agent shall:

(1) determine each year prior to the date for providing the Annual Report the appropriate electronic format prescribed by the MSRB;

(2) if the Dissemination Agent is other than the Municipality, send written notice to the Municipality at least 30 days prior to the date the Annual Report is due stating that the Annual Report is due as provided in Section 3(a) hereof; and

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

SECTION 4. Content of Annual Reports. The Municipality's Annual Report shall contain or incorporate by reference the following:

a. A copy of its annual financial statements prepared in accordance with generally accepted accounting principles audited by a firm of certified public accountants. If audited annual financial statements are not available by the time specified in Section 3(a) above, unaudited financial information, if available, or adopted budgets of the Municipality will be provided as part of the Annual Report and audited financial statements will be provided when and if available.

b. An update of the financial information of the type included in Exhibit B.

Any or all of the items listed above may be incorporated by reference from other documents, including official statements of debt issues of the Municipality or related public entities, which are available to the public on the MSRB's Internet Web Site or filed with the SEC. The Municipality shall clearly identify each such document incorporated by reference**.**

SECTION 5. Reporting of Material Events. The Municipality shall file or cause to be filed with the MSRB, in a timely manner not in excess of ten business days after the occurrence of the event, notice of any of the events listed below with respect to the Bonds:

a. Principal and interest payment delinquencies;

b. Non-payment related defaults, if material;

c. Unscheduled draws on debt service reserves reflecting financial difficulties;

d. Unscheduled draws on credit enhancements reflecting financial difficulties;

e. Substitution of credit or liquidity providers or their failure to perform;

f. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;

g. Modifications to rights of bondholders, if material;

h. Bond calls, if material, and tender offers;

i. Defeasances;

j. Release, substitution or sale of property securing repayment of the Bonds, if material;

k. Rating changes;

l. Bankruptcy, insolvency, receivership or similar event of the obligated person;

m. The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and

n. Appointment of a successor or additional trustee or the change of name of a trustee, if material.

SECTION 6. Format; Identifying Information. All documents provided to the MSRB pursuant to this Disclosure Certificate shall be in the format prescribed by the MSRB and accompanied by identifying information as prescribed by the MSRB.

As of the date of this Disclosure Certificate, all documents submitted to the MSRB must be in portable document format (PDF) files configured to permit documents to be saved, viewed, printed and retransmitted by electronic means. In addition, such PDF files must be word-searchable, provided that diagrams, images and other non-textual elements are not required to be word-searchable.

SECTION 7. Termination of Reporting Obligation. The Municipality's obligations under this Disclosure Certificate shall terminate upon the earliest of: (i) the date of legal defeasance, prior redemption or payment in full of all of the Bonds; (ii) the date that the Municipality shall no longer constitute an "obligated person" within the meaning of the Rule; or (iii) the date on which those portions of the Rule which require this written undertaking are held to be invalid by a court of competent jurisdiction in a non-appealable action, have been repealed retroactively or otherwise do not apply to the Bonds.

SECTION 8. Dissemination Agent. The Municipality may, from time to time, appoint or engage a Dissemination Agent to assist the Municipality in carrying out its obligations under this Disclosure Certificate, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent.

SECTION 9. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the Municipality may amend this Disclosure Certificate and may waive any provision of this Disclosure Certificate, without the consent of the holders and beneficial owners of the Bonds, if such amendment or waiver does not, in and of itself, cause the undertakings herein (or action of any Participating Underwriter in reliance on the undertakings herein) to violate the Rule, but taking into account any subsequent change in or official interpretation of the Rule. The Municipality will provide notice of such amendment or waiver to the MSRB.

SECTION 10. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the Municipality from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Material Event, in addition to that which is required by this Disclosure Certificate. If the Municipality chooses to include any information in any Annual Report or notice of occurrence of a Material Event in addition to that which is specifically required by this Disclosure Certificate, the Municipality shall have no obligation under this Disclosure Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Material Event.

SECTION 11. **Default.** In the event of a failure of the Municipality to comply with any provision of this Disclosure Certificate, any holder or beneficial owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Municipality to comply with its obligations under this Disclosure Certificate. A default under this Disclosure Certificate shall not be deemed an Event of Default under the Indenture, and the sole remedy under this Disclosure Certificate in the event of any failure of the Municipality to comply with this Disclosure Certificate shall be an action to compel performance.

SECTION 12. **Beneficiaries.** This Disclosure Certificate shall inure solely to the benefit of the Municipality, the Dissemination Agent, the Participating Underwriter and the holders and beneficial owners from time to time of the Bonds, and shall create no rights in any other person or entity.

IN WITNESS WHEREOF, the Municipality has caused this Disclosure Agreement to be executed by a duly authorized officer, all as of this ___ day of ____, 20___.

(SEAL)

CITY OF STARKVILLE, MISSISSIPPI

By ____
Mayor

ATTEST:

By ________________________________
City Clerk

EXHIBIT A

NOTICE OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer:	Mississippi Development Bank
Name of Conduit Borrower:	City of Starkville, Mississippi (the "**Municipality**")
Name of Bond Issue:	$______________ Mississippi Development Bank Special Obligation Bonds, Series 20__ (Starkville, Mississippi, Parks and Recreation General Obligation Bond Project) (the "Bonds")
Date of Issuance:	________
CUSIP Numbers:	

NOTICE IS HEREBY GIVEN that the Municipality has not provided an Annual Report with respect to the Bonds as required by the Continuing Disclosure Certificate executed on ___, 20__, by the Municipality. The Municipality anticipates that the Annual Report will be filed by _____________ ___, 20___.

Dated: __________, __

28. CONSIDERATION OF A SPECIAL EVENT REQUEST BY MICHAEL BREAZEALE ON BEHALF OF STARKVILLE PRIDE INC. TO HOLD THE 2020 PRIDE PARADE AND HAVE CITY PARTICIPATION WITH IN-KIND SERVICES ON MARCH 21, 2020.

Alderman Sistrunk, duly seconded by Alderman Walker, offered a motion to approve a special event request by Michael Breazeale on behalf of Starkville Pride Inc. to hold the 2020 Pride Parade and have City participation with in-kind services on March 21, 2020, with proof of insurance required no later than 20 days prior to the event.
The Board voted as follows:

Alderman Ben Carver Voted: Nay
Alderman Sandra Sistrunk Voted: Yea
Alderman David Little Voted: Yea
Alderman Jason Walker Voted: Yea
Alderman Hamp Beatty Voted: Yea
Alderman Roy A'. Perkins Voted: Nay
Alderman Henry Vaughn, Sr. Voted: Nay

Having received a majority affirmative vote, the Mayor declared the motion passed.

29. CONSIDERATION OF THE CITY OF STARKVILLE CLAIMS DOCKET

Upon the motion of Alderman Carver, duly seconded by Alderman Little, to approve the City of Starkville Claims Docket for all departments including Starkville Utilities, as of January 28, 2020 for fiscal year ending 9/30/20, acknowledging that the City Clerk has attested and certified on the cover of the claims docket that all claims on the docket are true, accurate, lawful and proper to the best of her knowledge, for payment pursuant to her duties under Miss. Code Sections 21-39-5, 21-39-7, 21-39-9, 21-39-17 and 21-15-21. The Board voted as follows:

Alderman Ben Carver Voted: Yea
Alderman Sandra Sistrunk Voted: Yea
Alderman David Little Voted: Yea
Alderman Jason Walker Voted: Yea
Alderman Hamp Beatty Voted: Yea
Alderman Roy A'. Perkins Voted: Nay
Alderman Henry Vaughn, Sr. Voted: Nay

Having received a majority affirmative vote, the Mayor declared the motion passed.

General Fund	001	$ 152,417.27
Airport Fund	015	$ 2,041.44
Sanitation	022	20,243.56
Computer Assessments	107	1,050.00
Industrial Park Fund	303	6,786.12
Public Improvement Bonds 2018	319	28,074.25
MS 182 / MLK Revitalization	377	207.05
Sub Total Before Utilities		$ 210,819.69
Utilities Dept.	SED	777,262.08
Total Claims	Total	$ 988,081.77

30. A MOTION TO ENTER INTO A CLOSED SESSION TO DETERMINE IF THERE IS PROPER CAUSE FOR EXECUTIVE SESSION.

There came for consideration the matter of entering a closed session to determine if there is a proper cause for executive session. Upon the motion of Alderman Little, seconded by Alderman Sistrunk, to enter into a Closed Session to determine if there is proper cause for Executive Session, the Board voted as follows:

Alderman Ben Carver Voted: Yea
Alderman Sandra Sistrunk Voted: Yea
Alderman David Little Voted: Yea
Alderman Jason Walker Voted: Yea
Alderman Hamp Beatty Voted: Yea
Alderman Roy A'. Perkins Voted: Yea
Alderman Henry Vaughn, Sr. Voted: Yea

Having received a majority affirmative vote, the Mayor declared the motion passed.
The Board entered closed session.

31. A MOTION TO ENTER EXECUTIVE SESSION.

Alderman Walker offered a motion to enter Executive Session for the purpose of discussion regarding the prospective purchase of land at 100 Dr. Martin Luther King, Jr. Drive. Following a second by Alderman Beatty, the Board voted as follows to enter Executive Session:

Alderman Ben Carver Voted: Yea
Alderman Sandra Sistrunk Voted: Yea
Alderman David Little Voted: Yea
Alderman Jason Walker Voted: Yea
Alderman Hamp Beatty Voted: Yea
Alderman Roy A'. Perkins Voted: Yea
Alderman Henry Vaughn, Sr. Voted: Yea

Having received a majority affirmative vote, the Mayor declared the motion passed.

The Mayor invited the public back in, and after allowing the public time to enter the room, made the announcement of the Board's decision to enter into Executive Session for the purpose of discussion regarding the prospective purchase of land at 100 Dr. Martin Luther King, Jr. Drive. At this time, the Board entered Executive Session.

32. CONSIDERATION OF A MOTION TO RETURN TO OPEN SESSION.

Alderman Little offered a motion to return to open session. Alderman Walker seconded the motion and the Board voted as follows to return to open session:

Alderman Ben Carver Voted: Yea
Alderman Sandra Sistrunk Voted: Yea
Alderman David Little Voted: Yea
Alderman Jason Walker Voted: Yea
Alderman Hamp Beatty Voted: Yea
Alderman Roy A'. Perkins Voted: Yea
Alderman Henry Vaughn, Sr. Voted: Yea

Having received a majority affirmative vote, the Mayor declared the motion passed.
The Mayor invited the public back in and then announced that the Board had taken no action in Executive Session.

33. MOTION TO RECESS UNTIL FEBRUARY 18, 2020 @ 5:30 IN THE COURT ROOM AT 110 WEST MAIN STREET.

Upon the motion of Alderman Sistrunk, duly seconded by Alderman Little, for the Board of Aldermen to recess the meeting until February 18, 2020 @ 5:30 at 110 West Main Street in the Court Room of City Hall, the Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Hamp Beatty	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

Having received a majority affirmative vote, Mayor Spruill declared the motion passed.

SIGNED AND SEALED THIS THE _______ DAY OF ____________________ 2020.

Attest:

____
D. LYNN SPRUILL, MAYOR

____
LESA HARDIN, CITY CLERK

(SEAL)