

**CITY OF BYRAM
AGENDA FOR REGULAR MEETING OF THE MAYOR
AND BOARD OF ALDERMEN
THURSDAY, OCTOBER 27, 2022, 7:00 PM
City Hall, 5901 Terry Road**

- 1. Welcome and Call to Order**
- 2. Invocation**
- 3. Pledge of Allegiance**
- 4. Roll Call**
- 5. Presented Items**
 - (a) Fire Station #2 Certificate of Participation - Brad Davis, Watkins& Eager, PLLC & Shane Ormon, Ormon Construction Management & Design, Inc**
 - (b) Sustainability Partners Master Utility Service Agreement - Eric Street and Carla Dazet**
- 6. Approval of Consent Agenda Items**
 - (a) Approval of Mayor and Board Work Session Minutes from October 10, 2022- Angela Richburg, City Clerk**
 - (b) Approval of Mayor and Board Meeting Minutes from October 13, 2022- Angela Richburg, City Clerk**
 - (c) Approval to extend the COVID-19 Proclamation and Policies - Angela Richburg, City Clerk**
 - (d) Approval of Holiday Schedule for Thanksgiving and Christmas - Angela Richburg, City Clerk**
 - (e) \$23,295.00 to Guest Consultants, Inc for charges from May through September, 2022 (various)**
 - (f) Acceptance of donations for Load Bearing Vests for Byram Police Department: The Gaddy Agency, Inc \$350.00 and Cadence Bank \$347.50 - Chief David Errington**
 - (g) \$1,500.00 to Boondocks Firearms Training Academy for a one year membership agreement (001-200-622)**
 - (h) Approval of Lease agreement for a five (5) year period (\$79,078.00 due now) with Metrix Solutions for BodyWorn Hardware, AVail Web Bundles with Warranty & Tech Support (001-200-640)**
 - (i) \$2,8793.00 to Leads OnLine for yearly renewal of Total Track Investigative Service Pkg. (001-200-681)**
 - (j) \$595.00 To Daigle Law Group, LLC for registration for Det. Sgt. M. Kendrick to a 4 Week Online Internal Affairs Training - Nov. 03-22, 2022 (001-200-611)**

- (k) \$45.00 to Mississippi Fire Chief's Association, annual dues for M. Sterling, 001-260-622**
- (l) \$456.80 - \$75.00 to Lamar County Fire Services, registration for M. Sterling to attend 2022 Mid-Winter Fire Chief's Conference with estimated travel expenses of \$381.80 in Hattiesburg, MS, on December 6 - 8, 2022 (001-260-610/611)**
- (m) Approval of Control Systems, Inc. quote for \$11,265.00 Control Panel for Byran Cove Pump Station (400-700-916)**
- (n) Approval of Fluid Process & Pumps, LLC quote for \$6,575.00 New Rail System for Barnes Pump Station (400-700-577)**
- (o) Approval of Fluid Process & Pumps, LLC quote for \$9,443.00 for a New Pump at Crossbridge Pump Station (400-700-577)**
- (p) Approval of quote from Landers Ford South in the amount of \$50,454.00 for a 2023 Ford F250 Crew Cab 4WD State Contract # 8200065510 (001-301-915)**
- (q) \$90,970.00 to Delta Constructors, Inc. for Emergency Sewer Repair at McDonalds - Vowells (400-700-907)**

Discussion/Action

- 7. \$355,843.62 Claims for October 5 through October 19, 2022 - Angela Richburg, City Clerk**
- 8. Appointment of an Engineering Firm for the FY2023 MS Municipal and County Water Infrastructure Program Project - Angela Richburg, City Clerk**
- 9. Mayor and Board of Aldermen Meeting Schedule for November and December and Employee Luncheon- Angela Richburg, City Clerk**
- 10. Discussion of the Noise Ordinance for the City of Byram which was adopted November 10, 2011 - David W. Errington, Chief**
- 11. Discussion of street lights polls/safety street lights throughout the City Byram- Alderman Rochelle Gibson**
- 12. Discussion of "First, Food truck Friday " at Davis Rd Park, 5-9pm - Alderman Roschelle Gibson**
- 13. Moving forward on plans for funding options for the Parks and Recreation Department – Alderman Roshunda Harris-Allen**
- 14. Announcements**
 - First Impressions - Thursday, November 3rd, 6:30 p.m., City Hall, 5901 Terry Road
 - Daylight Savings Time Ends - Sunday, November 6th
 - Mayor and Board of Aldermen Meeting - Thursday, November 10th, 7:00 p.m., City Hall, 5901 Terry Road
 - Veterans Day Celebration - Friday, November 11th, 11:00 a.m., City Hall, 5901 Terry Road

15. Adjourn

CITY OF BYRAM AGENDA ITEM FACT SHEET

BOARD MEETING October 27,
DATE: 2022 AGENDA ITEM NO: (a)

CONSENT TO:
AGENDA:

FOR:

ACCOUNT NO:

INTRODUCED BY:

DISCUSSION: Approval of Fire Station #2 Certificate of Participation Resolution

ATTACHMENTS:

	Description	Upload Date	Type	File Name
▣	Fire Station #2 COP Resolution Update	10/27/2022	Cover Memo	Municipality_Certificates_Resolution__Exhibits_- _Byram_MS_Fire_Station.pdf

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF BYRAM, MISSISSIPPI, AUTHORIZING THE LEASE OF A FIRE STATION AND RELATED FACILITIES AND CERTAIN EQUIPMENT FROM THE CENTRAL MISSISSIPPI PUBLIC IMPROVEMENT CORPORATION; AUTHORIZING AND APPROVING THE ISSUANCE AND SALE OF THE CERTIFICATES OF PARTICIPATION (CITY OF BYRAM, MISSISSIPPI, FIRE STATION LEASE PURCHASE PROJECT), IN ONE OR MORE TAXABLE OR TAX-EXEMPT SERIES, IN THE MAXIMUM PRINCIPAL AMOUNT OF \$2,400,000; APPROVING THE FORM OF AND THE EXECUTION AND DELIVERY OF THE CONSTRUCTION AGREEMENT FOR THE CONSTRUCTION OF THE PROJECT; APPROVING THE NEGOTIATED SALE AND PRIVATE PLACEMENT OF THE CERTIFICATES; APPROVING THE PUBLIC OFFERING AND SALE OF THE CERTIFICATES; AUTHORIZING AND APPROVING THE FORM OF AND DISTRIBUTION OF A PURCHASE AGREEMENT, A PRIVATE PLACEMENT AGREEMENT, A PRELIMINARY OFFICIAL STATEMENT, AND AN OFFICIAL STATEMENT IN CONNECTION WITH THE ISSUANCE AND SALE OF THE CERTIFICATES; AUTHORIZING AND APPROVING THE FORMS OF AND EXECUTION OF A GROUND LEASE, A LEASE AND OPTION TO PURCHASE, AN ASSIGNMENT AGREEMENT, A CONSENT TO ASSIGNMENT AGREEMENT, AN AGENCY AGREEMENT, A TRUST AGREEMENT, AND POST ISSUANCE COMPLIANCE PROCEDURES IN CONNECTION WITH THE PROJECT AND THE ISSUANCE AND SALE OF THE CERTIFICATES; AUTHORIZING THE ENGAGEMENT OF CERTAIN PROFESSIONALS IN CONNECTION WITH THE PROJECT AND THE ISSUANCE OF THE CERTIFICATES; PROVIDING FOR THE FEDERAL TAX-EXEMPT STATUS OF THE LEASE AND THE CERTIFICATES; RATIFYING, AUTHORIZING, AND APPROVING CERTAIN ACTIONS BY OFFICERS OF THE MUNICIPALITY; AND FOR RELATED PURPOSES.

WHEREAS, the Mayor and Board of Aldermen of the City of Byram, Mississippi (the “Governing Body” of the “Municipality”), acting for and on behalf of the Municipality, does hereby find, determine, adjudicate, and declare as follows; and

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” means Sections 31-8-1 *et seq.*, Mississippi Code of 1972, as amended.

“Agency Agreement” means the Agency Agreement by and between the Corporation and the Municipality, dated the date of delivery of the Certificates, in substantially the form attached hereto as **Exhibit G**.

“Assignment Agreement” means the Assignment Agreement by and among the Corporation, the Municipality, and the Trustee, dated the date of delivery of the Certificates in substantially the form attached hereto as **Exhibit E**.

“Authorized Purpose” means the acquisition of public buildings, facilities, and equipment through the use of rental contracts or lease agreements with any corporation, partnership, limited partnership, joint venture, or individual, pursuant to the Act.

“Base Rental” means the payments of rent for the use and possession of the Project, as more fully described in the Lease.

“Certificates” means the Certificates of Participation (City of Byram, Mississippi, Fire Station Lease Purchase Project), in one or more taxable or tax-exempt series, dated the date of delivery thereof, in an amount not to exceed \$2,400,000, executed and delivered by the Trustee pursuant to the Trust Agreement.

“City Clerk” means the City Clerk of the Municipality.

“Code” shall mean the Internal Revenue Code of 1986, as amended, and Treasury Regulations promulgated thereunder.

“Consent to Assignment Agreement” shall mean the consent to the Assignment Agreement, in substantially the form attached hereto as **Exhibit F**.

“Corporation” means the Central Mississippi Public Improvement Corporation, a non-profit corporation organized and existing under the laws of the State of Mississippi (the “State”) and headquartered in Pearl, Mississippi, to facilitate the leasing of the Project by the Municipality and the issuance and sale of the Certificates.

“Counsel to the Municipality” means John P. Scanlon, Esq., of Mills Scanlon Dye & Pittman, Ridgeland, Mississippi, the Counsel to the Governing Body of the Municipality.

“Ground Lease” means the Ground Lease by and between the Municipality and the Corporation, dated the date of delivery of the Certificates, whereby the Municipality leases the Property to the Corporation, in substantially the form attached hereto as **Exhibit B**.

“Improvements” means those certain improvements which are designed, constructed, expanded, remodeled, enlarged, and equipped and delivered on the Property in accordance with the Construction Agreement.

“Lease” means the Lease and Option to Purchase Agreement by and between the Corporation (the “Lessor”) and the Municipality (the “Lessee”), dated the date of delivery of the Certificates, whereby the Municipality leases the Project from the Corporation, in substantially the form attached hereto as **Exhibit C**.

“Mayor” means the Mayor of the Municipality.

“Municipal Advisor” means Government Consultants, Inc., Madison, Mississippi, as Independent Registered Municipal Advisor.

“Municipality Resolution” means this resolution authorizing and directing the Project and the issuance and sale of the Certificates and the execution or acknowledgement of the Agency Agreement, the Assignment Agreement, the Consent to Assignment Agreement, the Preliminary Official Statement, the Private Placement Agreement, the Construction Agreement, the Purchase Agreement, the Ground Lease, the Lease, the Post Issuance Compliance Procedures, and the Trust Agreement, and the authorization, execution, and distribution of the Purchase Agreement, Preliminary Official Statement, and the Official Statement, and for other related purposes.

“Placement Agent” means the placement agent, if any, engaged by the Municipality and the Corporation for the issuance and sale of the Certificates.

“Pledged Revenues” means lawfully available revenues of the Municipality necessary to pay the Base Rental, including annual appropriations for such purpose; the obligation of the Municipality under the Lease is not a general obligation and does not constitute a pledge of the full faith and credit of the Municipality within the meaning of any constitutional or statutory provision or limitation.

“Private Placement Agreement” means the placement agreement, if any, by and among the Municipality, the Corporation, and the Placement Agent for the private placement of the Certificates, in substantially the form attached hereto as **Exhibit I**.

“Project” means, collectively, the Property and the Improvements to be acquired, constructed, and renovated on the Property, and equipment and furnishings to be acquired and installed on the Property with the proceeds of the Certificates; particularly, the acquisition, construction, financing, equipping, and leasing of a fire station and related facilities and certain equipment.

“Property” means the certain parcel of real property located in the Municipality, as described and defined in **Exhibit A** hereto and in the Trust Agreement.

“Purchase Agreement” means the term sheet, commitment to finance, purchase agreement, or other similar agreement by and among the Municipality, the Corporation, and the Purchaser or by and among the Municipality, the Corporation, and the Underwriter, dated the date of the sale of the Certificates, pursuant to which the Certificates will be sold to the Purchaser or the Underwriter, in substantially the forms attached hereto as **Exhibit H**.

“Special Counsel” means Watkins & Eager PLLC, Jackson, Mississippi, or any other nationally recognized attorneys on the subject of municipal bonds.

“Trust Agreement” means the agreement by and among the Trustee, the Corporation, and the Municipality, dated the date of delivery of the Certificates, in substantially the form attached hereto as **Exhibit D**.

“Trustee” means the bank serving as trustee under the Trust Agreement, to be hereinafter designated by the Corporation and by the Municipality.

“Underwriter” means the underwriter, if any, engaged by the Municipality and the Corporation for the issuance and sale of the Certificates.

WHEREAS, all capitalized terms not otherwise defined herein shall have the meaning set forth in the Lease and in the Trust Agreement; and

WHEREAS, the Governing Body hereby finds and determines that the Municipality is in need of acquiring, constructing, financing, equipping, and leasing of fire station and related facilities and certain equipment of the Municipality, and that such actions are in the best interests of the Municipality and the citizens of the Municipality; and

WHEREAS, the Municipality is authorized to undertake the Authorized Purpose and the Project pursuant to the Act; and

WHEREAS, the Governing Body intends to acquire, construct, finance, and equip the Project pursuant to a lease from the Corporation, as authorized by the Act and the Municipality Resolution authorizing and directing the Project, authorizing the issuance and sale of the Certificates, and approving the forms of the various documents referenced herein; and

WHEREAS, pursuant to its articles of incorporation filed with the Secretary of State of the State on May 21, 2010, and amended on June 30, 2010 (the “Articles of Incorporation”), the Corporation was created and authorized (i) to assist any municipality, county, or any other political subdivision or agency of the State (the “Governmental Unit”) within the State, including, but not limited to, the service area of the Central Mississippi Planning and Development District, Inc., Jackson, Mississippi (the “District”), and thus lessen the burdens of the Governmental Unit by acquiring, financing, constructing, reconstructing, remodeling, enlarging, altering, repairing, operating, managing, leasing (as lessee or lessor), selling, or otherwise disposing of any buildings, equipment, or other facilities of any type or kind that may be useful to or useable by the Governmental Unit, and (ii) to conduct such other programs, and perform such other activities, as the Board of Directors of the Corporation (the “Corporation Board”) may from time to time determine to be appropriate on behalf of or for the benefit of the Governmental Unit’s exclusively public purposes; and

WHEREAS, the Municipality qualifies as a Government Unit as defined in the Articles of Incorporation of the Corporation; and

WHEREAS, by resolution to be adopted by the Corporation Board, the Corporation Board will authorize the Project and the issuance and sale of the Certificates and approve the forms of the various documents referenced herein (the “Corporation Resolution”); and

WHEREAS, the Governing Body has received a proposal from Shane Ormon Construction Management & Design Inc., Clinton, Mississippi (the “Contractor”), in connection with the Project; and

WHEREAS, the Contractor’s proposal provides for the design and construction of the Project and employment of all professionals and other necessary persons by the Contractor in connection therewith, under and pursuant to the Construction Agreement, by and among the Municipality, the Corporation, and the Contractor, attached hereto as **Exhibit K** (the “Construction Agreement”), and the leasing of the Project to the Municipality by the Corporation, for a primary term of not to exceed twenty years under and pursuant to the Lease, all in accordance with the provisions of the Corporation Resolution, the Municipality Resolution, and the Act; and

WHEREAS, the Municipality proposes to enter into a Ground with the Corporation pursuant to which the Municipality agrees to lease the Property to the Corporation; and

WHEREAS, the Municipality and the Corporation propose to enter into the Lease, pursuant to which the Municipality agrees to lease the Project from the Corporation in consideration for which the Municipality will make payments of Base Rental for the use and possession of the Project; and

WHEREAS, the Municipality will make the payments of Base Rental from the Pledged Revenues; the obligations of the Municipality under the Lease are not a general obligation of the Municipality and do not constitute a pledge of the full faith and credit of the Municipality within the meaning of any constitutional or statutory provision or limitation; and

WHEREAS, it is necessary and in the public interest to issue and sell the Certificates to provide funds for the Project; and

WHEREAS, the Municipality, the Corporation, and the Trustee will enter into the Trust Agreement providing for the issuance and sale of the Certificates, representing undivided proportionate interests in the Lease, including the right to receive payments of Base Rental thereunder; and

WHEREAS, in order to prepare the necessary resolutions and documents for the Project and the issuance and sale of the Certificates, it is in the best interest of the Municipality to affirm the engagement of Counsel to the Municipality, to engage Special Counsel, and to engage the Municipal Advisor to prepare and distribute such resolutions and documents as necessary in order to facilitate the issuance and sale of the Certificates at a subsequent date, subject to the approval of the Corporation and acceptance by the Municipality of the terms of the sale of the Certificates, and to acknowledge the engagement, if necessary, by the Governing Body of a Placement Agent or an Underwriter; and

WHEREAS, the Certificates may be privately sold to purchasers thereof (the “Purchaser”) pursuant to the terms and conditions of a Purchase Agreement distributed by the Municipal Advisor; and

WHEREAS, the Certificates may be sold via a public offering by the Underwriter, if any, to be hereinafter designated by the Governing Body, and sold pursuant to the terms and conditions of a Purchase Agreement by and among the Underwriter, the Corporation, and the Municipality; and

WHEREAS, the Certificates may be privately placed by the Placement Agent, if any, to be hereinafter designated by the Governing Body, and sold to the Purchaser pursuant to the terms and provisions of a Private Placement Agreement and a Purchase Agreement; and

WHEREAS, it is necessary to approve the form of and execution of the Preliminary Official Statement, in substantially the form attached hereto as **Exhibit J** (the “Preliminary Official Statement”) for the Certificates, and approves the execution and distribution thereof; and

WHEREAS, the Corporation proposes to assign to the Trustee certain of its rights, title, and interest in and to the Ground Lease and the Lease, including its right to receive payments of Base Rental thereunder, by entering into an Assignment Agreement; and

WHEREAS, the Municipality will acknowledge its consent to the Assignment Agreement by executing and delivering a Consent to Assignment Agreement; and

WHEREAS, the Municipality and the Corporation may enter into an Agency Agreement pursuant to which the Municipality shall serve as agent of the Corporation in the acquisition, construction, renovation, and equipping of the Project; and

WHEREAS, the Municipality hereby desires to: (i) approve the issuance and delivery of the various documents referenced herein; (ii) approve the issuance and sale of the Certificates through a public sale or a private sale, pursuant to the terms and provisions as set forth in the Purchase Agreement; (iii) authorize the Mayor to execute the Purchase Agreement and other documents required for the issuance and sale of the Certificates; and (iv) authorize the Mayor and the City Clerk to execute any and all documents required for the issuance and sale of the Certificates; and

WHEREAS, the Municipality reasonably expects that not less than 85% of the spendable proceeds of the Certificates will be used to carry out the governmental purposes of the Certificates within a three-year period beginning on the date of issuance of the Certificates; and

WHEREAS, the Certificates are not “private activity bonds” as such term is defined in Section 141 of the Code; and

WHEREAS, the Governing Body does not reasonably anticipate that the Municipality or any other subordinate entities thereof will issue more than \$10,000,000 of “qualified tax-exempt obligations” (other than “private activity bonds”) in the calendar year in which the Certificates are issued; the Governing Body desires to designate the portion of the Certificates not exceeding \$10,000,000 as “qualified tax-exempt obligations” as defined in and for the purposes set forth in Section 265(b)(3) of the Code for the calendar year in which the Certificates are issued; and

WHEREAS, the Governing Body desires to approve and adopt the Post Issuance Compliance Procedures, in substantially the form attached hereto as **Exhibit L**; and

WHEREAS, the Municipality reasonably expects that it will incur expenditures for the Project prior to the issuance and sale of the Certificates and the execution of the Lease for which the Municipality will advance internal funds prior to the issuance and sale of the Certificates and the execution of the Lease and that it intends to reimburse with the proceeds of the issuance and sale of the Certificates and the execution of the Lease; this declaration of official intent to reimburse expenditures made prior to the issuance and sale of the Certificates and the execution of the Lease in anticipation of the issuance and sale of the Certificates and the execution of the Lease is made pursuant to Department of Treasury Regulations Section 1.150-2 (the “Reimbursement Regulations”); and

WHEREAS, it is advisable and in the public interest to authorize the Mayor and the City Clerk to arrange for a title insurance policy for the Property; the Governing Body should authorize such title insurance policy to be obtained and should authorize the title insurance policy to be executed on behalf of the Municipality by such officers if such officers determine such title insurance policy to be in the best interest of the Municipality or required by the Purchaser of the Certificates; and

WHEREAS, it is advisable and in the public interest to authorize the Mayor and the City Clerk to arrange for a municipal bond insurance policy for the payment of the principal of and interest on the Certificates; the Governing Body should authorize such municipal bond insurance policy to be obtained and should authorize a commitment for a municipal bond insurance policy

to be executed on behalf of the Municipality by such officers if such officers determine such municipal bond insurance policy to be in the best interest of the Municipality; and

WHEREAS, it is advisable and in the public interest to authorize the Mayor and the City Clerk to arrange for a municipal bond rating for the Certificates in the event that said officers determines that obtaining any such municipal bond rating is in the best interests of the Municipality; the Governing Body should authorize the obtaining of such municipal bond rating, the execution of any documents necessary or appropriate for such purpose and the commitment to pay the municipal bond rating fee and usual costs pertaining to any such municipal bond rating by such officers if such officers determine any such municipal bond rating to be in the best interest of the Municipality.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF BYRAM, MISSISSIPPI, AS FOLLOWS:

SECTION 1. This Municipality Resolution is adopted pursuant to the provisions of the Act, the Constitution, and other applicable laws of the State, and all recitations hereinabove made are found and adjudicated to be true and correct.

SECTION 2. Pursuant to the Act, the Corporation Resolution, and this Municipality Resolution, the lease of the Project will be awarded to the Corporation.

SECTION 3. Pursuant to the Act, the Corporation Resolution, and this Municipality Resolution, the Governing Body, acting for and on behalf of the Municipality, agrees to lease the Property to the Corporation in accordance with the provisions of the Ground Lease.

SECTION 4. Pursuant to the Act, the Corporation Resolution, and this Municipality Resolution, the Governing Body, acting for and on behalf of the Municipality, hereby approves the Project and agrees to enter into the Lease with the Corporation for the Project.

SECTION 5. The Governing Body hereby approves and adopts the Purchase Agreement, in substantially the forms attached hereto as **Exhibit H**, and approves and adopts the Preliminary Official Statement for the issuance and sale of the Certificates, in substantially the form attached hereto as **Exhibit J**, for and behalf of the Governing Body, and hereby approves the execution and distribution thereof.

SECTION 6. The Governing Body hereby approves the distribution of the final Official Statement for the Certificates to be delivered in connection with the sale of the Certificates. The Mayor and the City Clerk are hereby authorized to execute such final Official Statement and to consent to such omissions, corrections, and modifications as the officers executing the same on behalf of the Municipality may approve, in their discretion, as being in the best interests of the Municipality, such approval to be conclusively evidenced by the execution and delivery thereof. The Governing Body deems the Preliminary Official Statement to be “final” as of its date as required by Rule 15c2-12(b)(1) of the Securities and Exchange Commission.

SECTION 7. The Governing Body hereby: (1) approves the form of and the execution of the Purchase Agreement under the following conditions: (i) the par amount of the Certificates will not exceed \$2,400,000; (ii) a net interest rate not to exceed 8.00%; and (iii) a final maturity no later than twenty years from the dated date of the Certificates; and (2) authorizes and directs

the Mayor to execute the Purchase Agreement upon receiving the approval of the Corporation evidenced by the execution of the Purchase Agreement by the President of the Corporation Board (the "President"), the Vice President of the Corporation Board (the "Vice President"), or the Secretary of the Corporation Board (the "Secretary") (together, the "Authorized Corporation Representatives").

SECTION 8. The forms of the Ground Lease and the Lease, to be dated the date of the delivery of the Certificates, by and between the Municipality and the Corporation, in substantially the forms attached hereto as **Exhibit B** and **Exhibit C**, respectively, are hereby approved. The Mayor and the City Clerk are, and each of them acting alone is, hereby authorized and directed, for and in the name of and on behalf of the Municipality, to execute by manual or facsimile signature and deliver the Ground Lease and the Lease with such changes therein as the officers executing the same on behalf of the Municipality may approve, in their discretion, as being in the best interests of the Municipality, such approval to be conclusively evidenced by the execution and delivery thereof.

SECTION 9. The form of the Trust Agreement, to be dated the date of delivery of the Certificates, by and among the Corporation, the Municipality, and the Trustee, in substantially the form attached hereto as **Exhibit D**, is hereby approved. The Mayor and the City Clerk are, and each of them acting alone is, hereby authorized and directed, for and in the name of and on behalf of the Municipality, to execute by manual or facsimile signature and deliver the Trust Agreement with such changes therein as the officers executing the same on behalf of the Municipality may approve, in their discretion, as being in the best interests of the Municipality, such approval to be conclusively evidenced by the execution and delivery thereof.

SECTION 10. The form of the Assignment Agreement, to be dated the date of delivery of the Certificates, by and among the Corporation, the Municipality, and the Trustee, in substantially the form attached hereto as **Exhibit E**, is hereby approved. The Mayor and the City Clerk are, and each of them acting alone is, are hereby authorized and directed, for and in the name of and on behalf of the Municipality, to execute by manual or facsimile signature and deliver the Assignment Agreement with such changes therein as the officers executing the same on behalf of the Municipality may approve, in their discretion, as being in the best interests of the Municipality, such approval to be conclusively evidenced by the execution and delivery thereof.

SECTION 11. The form of the Consent to Assignment Agreement, in substantially the form attached hereto as **Exhibit F** shall be, and the same hereby is, approved in substantially said form. The Mayor and the City Clerk are hereby authorized and directed, for and in the name of and on behalf of the Municipality, to accept the Consent to Assignment Agreement in substantially the form attached hereto with such changes therein as the officers executing the same on behalf of the Municipality may approve, in their discretion, as being in the best interests of the Municipality, such approval to be conclusively evidenced by the acceptance thereof.

SECTION 12. The form of and the execution of the Agency Agreement, in substantially the form attached hereto as **Exhibit G**, is hereby approved. The Mayor and the City Clerk are, and each of them acting alone is, hereby authorized and directed, for and in the name of and on behalf of the Municipality, to execute by manual or facsimile signature and deliver the Agency Agreement with such changes therein as the officers executing the same on behalf of the

Municipality may approve, in their discretion, as being in the best interests of the Municipality, such approval to be conclusively evidenced by the execution and delivery thereof.

SECTION 13. The form of the Private Placement Agreement attached hereto as **Exhibit I** shall be, and the same hereby is, approved in substantially said form. The Mayor and the City Clerk, and each of them acting alone is hereby authorized and directed, for and in the name of and on behalf of the Municipality, to execute and deliver the Private Placement Agreement in substantially the form attached hereto and presented to and considered at this meeting, with such changes therein as the officers executing the same on behalf of the Municipality may approve, as being in the best interests of the Municipality, such approval to be conclusively evidenced by the execution and delivery thereof.

SECTION 14. Upon further advice and counsel of the Counsel to the Municipality, Special Counsel, and the Municipal Advisor, the form of the Construction Agreement with the Contractor attached hereto as **Exhibit K** shall be, and the same hereby is, approved in substantially said form. The Mayor and the City Clerk, and each of them acting alone is hereby authorized and directed, for and in the name of and on behalf of the Municipality, to execute and deliver the Construction Agreement with the Contractor in substantially the form attached hereto and presented to and considered at this meeting, with such changes therein as the officers executing the same on behalf of the Municipality may approve, as being in the best interests of the Municipality, such approval to be conclusively evidenced by the execution and delivery thereof.

SECTION 15. The form of the Post Issuance Compliance Procedures attached hereto as **Exhibit L** shall be, and the same hereby is, approved in substantially said form. The Mayor and the City Clerk, and each of them acting alone is hereby authorized and directed, for and in the name of and on behalf of the Municipality, to execute and deliver the Post Issuance Compliance Procedures in substantially the form attached hereto and presented to and considered at this meeting, with such changes therein as the officers executing the same on behalf of the Municipality may approve, as being in the best interests of the Municipality, such approval to be conclusively evidenced by the execution and delivery thereof.

SECTION 16. Together, the documents referenced herein as **Exhibit A to Exhibit L** are the "Municipality Documents."

SECTION 17. The Municipality shall use the Pledged Revenues to make the payments of Base Rental due under the Lease. The obligations of the Municipality under the Lease are not a general obligation of the Municipality and do not constitute a pledge of the full faith and credit of the Municipality within the meaning of any constitutional or statutory provision or limitation.

SECTION 18. The Mayor and the City Clerk are hereby authorized and directed to sign requisitions and perform such other acts as may be necessary to authorize the Trustee to pay from the Costs of Issuance Account (as defined in the Trust Agreement) on the date of delivery of the Certificates the costs of issuance of the Certificates and the preparation, execution, and delivery of the Municipality Documents pursuant to the terms and provisions of the Trust Agreement.

SECTION 19. The Mayor and the City Clerk are hereby authorized and directed to sign requisitions and perform such other acts as may be necessary to authorize the Trustee to pay from

the General Account (as defined in the Trust Agreement), from time to time, the costs of the design, construction, and equipping of the Project pursuant to the terms and provisions of the Trust Agreement.

SECTION 20. In connection with the Project and the issuance and sale of the Certificates, the engagement of Counsel to the Municipality is hereby affirmed, and the engagement of Special Counsel and the Municipal Advisor are hereby approved. The Mayor and the City Clerk are authorized to execute any required letters of engagement and disclosure, in substantially the forms attached hereto as **Exhibit M**.

SECTION 21. The Governing Body authorizes Counsel to the Municipality, Special Counsel, and the Municipal Advisor to prepare the necessary resolutions, certificates, and documents for the subsequent issuance and sale of the Certificates and the execution of the Municipality Documents, subject to the approval of the Corporation Board.

SECTION 22. Upon advice and counsel of the Municipal Advisor, Special Counsel, and Counsel to the Municipality, the engagement of the Placement Agent or the Underwriter by the Governing Body is hereby acknowledged and approved.

SECTION 23. The Municipality covenants and certifies to and for the benefit of the owners of the Certificates that it will neither take any action nor omit to take any action nor make any investment or use of the proceeds from the issue and sale of the Certificates, including amounts treated as proceeds, if any, which will cause the Certificates to be classified as “arbitrage bonds” within the meaning of Section 148 of the Code, and any regulations thereunder as such may be applicable to the Certificates, at the time of such action, investment or use.

(a) The Municipality shall take all actions necessary in order to comply with the requirements of paragraphs (2) and (3) of Subsection 148(f) in order that none of the Certificates shall be treated as an “arbitrage bond” pursuant to paragraph (1) of Subsection 148(f), including payment of all amounts, if any, required to be paid to the United States of America in accordance with and within the time limits prescribed in Subsection 148(f) and the Subsection 148(f) Regulations, the making of any and all calculations, computations and filings required pursuant to Subsection 148(f) and the Subsection 148(f) Regulations, and the maintenance of all such records as may be required pursuant to Subsection 148(f) and the Subsection 148(f) Regulations.

(b) In order to effectuate the foregoing covenants, the Municipality hereby covenants and certifies that: (A) prior to delivery of the Certificates, it shall have received written instructions from “nationally-recognized bond counsel” with respect to specific actions which will, under Subsection 148(f) and such regulations as may have been promulgated prior to delivery of the Certificates, assure compliance with such covenants; and (B) the Municipality shall comply with such instructions until the Municipality shall have received from “nationally-recognized bond counsel” written advice that continued compliance with such instructions is not necessary in order to avoid adversely affecting the tax-exempt status of the Certificates or alternative written instructions with respect to certain actions which will assure compliance with the covenants set forth above, in which event the Municipality shall thereafter comply with all such alternative instructions.

(c) The Municipality shall not intentionally use any portion of the proceeds (within the meaning of Subsection 148(a) of the Code and any regulations promulgated pursuant thereto) of the Certificates to acquire higher yielding investments (as defined in Subsection 148(a) of the Code and all regulations promulgated pursuant thereto) or to replace funds which were used directly or indirectly to acquire higher yielding investments, except to the extent specifically permitted pursuant to Section 148 of the Code and any regulations promulgated thereunder.

(d) The Municipality shall not purchase or acquire any investment property with proceeds (within the meaning of Section 148 of the Code) of the Certificates in a manner or for a price which would cause any of the Certificates to be or become an “arbitrage bond,” within the meaning of Section 148 of the Code and all regulations promulgated thereunder, including, without limitation, to the extent prescribed by applicable regulations, investments (regardless of yield) which do not comply with the provisions of any regulations intended to assure that obligations are acquired at their “market price” or “fair market value”.

(e) The Mayor and the City Clerk are hereby authorized to execute a “non-arbitrage and federal tax certificate” in connection with the sale and delivery of the Certificates, setting forth the reasonable expectations of the Municipality with respect to the investment and use of proceeds of the Certificates and also setting forth certain covenants, stipulations, and certifications with respect to the investment and expenditures of the proceeds of the Certificates, and the Municipality shall comply with all certifications, stipulations, and covenants set forth in such certificate. In addition, such officials are authorized to make such elections on behalf of the Municipality as are necessary or appropriate under the Code or the Subsection 148(f) Regulations

SECTION 24. The Municipality shall take such actions as may be necessary in order to assure that the Certificates are not “private activity bonds” within the meaning of Section 141 of the Code.

(a) No more than 10% of the Certificate proceeds will be used, directly or indirectly, in a trade or business carried on by any person other than a governmental unit.

(b) No more than 10% of any property with respect to which all or any part of the Certificate proceeds will be used, directly or indirectly, in a trade or business carried on by any person other than a governmental unit.

(c) None of the Certificate proceeds will be used for any private business use (within the meaning of Section 141 of the Code) which is not related to the governmental use (within the meaning of Section 141 of the Code) of such Certificate proceeds.

(d) The amount of Certificate proceeds used with respect to any private business use which is related to a governmental use of such Certificate proceeds will not exceed the amount of Certificate proceeds which are used for the governmental use to which such private business use relates.

(e) None of the proceeds of the Certificates will be used to make or finance loans for persons other than governmental units.

(f) In no event will the payment of the principal of or the interest on more than 10% of the proceeds of the Certificates be (under the terms of the Certificate or any underlying arrangement) directly or indirectly secured (within the meaning of Section 141 of the Code) by any interest in property used or to be used in a private business use or payments in respect to such property or to be derived from payments (whether or not to the Municipality) in respect of property or borrowed money used or to be used for a private business use.

(g) The Municipality covenants and certifies that there are no other obligations heretofore issued or to be issued by or on behalf of any state, territory or possession of the United States of America, or political subdivision of any of the foregoing, or of the District of Columbia, by or for the benefit of the Municipality, which (1) were or are to be sold at substantially the same time as the Certificates, (2) were or are to be sold pursuant to the same plan of financing as the financing plan for the Certificates and (3) are payable directly or indirectly by the Municipality or from the source from which the Certificates are payable. The Municipality covenants and certifies that there are no additional facts or circumstances which may further evidence that the Certificates are part of any other issue of obligations.

(h) The Municipality covenants and certifies that no payment of principal of or interest on the Certificates is or will be guaranteed (in whole or in part, directly or indirectly) by the United States of America, or any agency or instrumentality thereof or any entity with statutory authority to borrow from the United States of America. The Municipality represents, warrants and covenants that none of the certificate proceeds will be: (i) used to make loans, the payment of principal of or interest on which is or will be guaranteed (in whole or in part, directly or indirectly) by the United States or any agency or instrumentality thereof or any entity with statutory authority to borrow from the United States; or (j) invested (directly or indirectly) in any deposit or account which is insured under federal law by the Federal Deposit Insurance Corporation, the National Credit Union Administration or any similar federally chartered corporation other than: (1) the investment of the certificate proceeds for an initial temporary period (within the meaning of subparagraph 3(B) of Subsection 149(b) of the Code) until such proceeds are needed for the purpose for which the Certificates are being issued; (2) investments of a bona fide debt service fund (within the meaning of Subparagraph 3(B) of Subsection 149(b) of the Code); (3) investments of a reserve which meets the requirements of Subsection 148(d) of the Code; (4) investments in bonds issued by the United States Treasury; or (5) other investments permitted under regulations promulgated by the Internal Revenue Service pursuant to Subsection 149(b) of the Code.

(k) The Municipality covenants and certifies that, notwithstanding any provision of this Municipality Resolution or the rights of the Municipality hereunder, the Municipality will not take or permit to be taken on its behalf any action which would impair the exclusion of interest on the Certificates from gross income for purposes of federal income taxation, and it will take such reasonable action as may be necessary to continue such exclusion, including, without limitation, the preparation and filing of any statements required to be filed by it in order to maintain such exclusion.

SECTION 25. The Municipality reasonably expects that not less than 85% of the spendable proceeds of the Certificates will be used to carry out the governmental purposes of the Certificates within a three-year period beginning on the date of issuance of the Certificates. No more than 50% of the proceeds of the Certificates will be invested in non-purpose investments (as

defined in Section 148(f)(6)(A) of the Code) having a substantially guaranteed yield for four years or more.

SECTION 26. The Governing Body hereby designates the portion of the Certificates not exceeding \$10,000,000 as “qualified tax-exempt obligations” as defined in and for the purposes set forth under Section 265(b)(3) of the Code for the calendar year in which the Certificates are issued.

SECTION 27. Pursuant to the Reimbursement Regulations, the Governing Body hereby declares its official intent to reimburse expenditures made for the Project prior to issuance of the Certificates and the execution of the Lease with the proceeds of the Certificates to the extent permitted by the Reimbursement Regulations.

SECTION 28. The Municipality covenants to comply with each requirement of the Code necessary to maintain the excludability of interest on the Certificates from gross income for federal income tax purposes, and in furtherance thereof, to comply with a certificate to be executed and delivered concurrently with the issuance of the Certificates, or such other covenants as may, from time to time, be required to be complied with in order to maintain the excludability of interest on the Certificates from gross income for federal income tax purposes. The Municipality shall not use or permit the use of any of the proceeds of the Certificates, or any other funds of the Municipality, directly or indirectly, to acquire any securities, bonds or other investment property, and shall not take or permit to be taken any other action or actions, which would cause any Certificate 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 excludability of interest on the Certificates from gross income for federal income tax purposes under the Code, the covenants contained in this Section shall survive the payment of the Certificates and the interest thereon, including any payment or defeasance thereof.

SECTION 29. If requested, the Mayor and the City Clerk are hereby authorized to sign and file or cause to be filed, in connection with the Certificates, a completed Internal Revenue Service Form 8038-G “Information Return for Governmental Obligations” as required by Section 149(e) of the Code.

SECTION 30. If requested, the Mayor and the City Clerk are hereby authorized to execute, in connection with the Certificates, a “non-arbitrage certification” in order to comply with Section 148 of the Code.

SECTION 31. All actions heretofore taken by the Mayor, the City Clerk, and any other officers of the Municipality with respect to the Certificates and the Municipality Documents are hereby ratified, approved, and confirmed.

SECTION 32. In case any one or more of the provisions of this Municipality Resolution, the Municipality Documents, or the Certificates 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

Resolution, the Municipality Documents, or the Certificates and shall be construed and enforced as if such illegal or invalid provision or provisions had not been contained therein.

SECTION 33. Prior to their delivery, the Certificates shall be validated pursuant to Sections 31-13-1 *et seq.*, Mississippi Code of 1972, as amended, by the Chancery Court of Hinds County, Mississippi, and to that end the City Clerk is hereby directed to make up a transcript of all legal papers and proceedings relating to the Certificates and to certify the same for the institution of validation proceedings.

SECTION 34. The Mayor and the City Clerk are hereby authorized to execute a commitment for a title insurance policy and to do such other things and take such other actions as may be necessary to obtain such title insurance policy for the Property. Such title insurance policy may be obtained or not obtained within the discretion of such officers. The provisions of the title insurance policy (if any) and the title insurance policy commitment pertaining thereto, together with any attachments and documents referenced therein, as long as the title insurance policy remains outstanding and the title insurer has not failed to comply with its obligations thereunder, and notwithstanding anything contained in this Municipality Resolution to the contrary, shall govern and are made a part of this Municipality Resolution as though set forth in full herein. In addition to all notices and reporting requirements specifically set forth herein, the title insurer shall be provided with such additional information as the title insurer may reasonably request from time to time.

SECTION 35. The Mayor and the City Clerk are hereby authorized to execute a commitment for a municipal bond insurance policy and to do such other things and take such other actions as may be necessary to obtain such municipal bond insurance policy for the Certificates. Such municipal bond insurance policy may be obtained or not obtained within the discretion of such officers. The provisions of the municipal bond insurance policy (if any) and the municipal bond insurance policy commitment pertaining thereto, together with any attachments and documents referenced therein, as long as the municipal bond insurance policy remains outstanding and the municipal bond insurer has not failed to comply with its payment obligations thereunder and notwithstanding anything contained in this Municipality Resolution to the contrary, shall govern and are made a part of this Municipality Resolution as though set forth in full herein. In addition to all notices and reporting requirements specifically set forth herein, the municipal bond insurer shall be provided with such additional information as the municipal bond insurer may reasonably request from time to time. The Certificates are issued subject to certain requirements and covenants set forth in this resolution, including without limitation those requirements and covenants pertaining to municipal bond insurance policy, if any, for the Certificates.

SECTION 36. The Mayor and the City Clerk are hereby authorized to obtain a municipal bond rating with regard to the issuance and sale of the Certificates, and to execute such documents and to do such other things and take such other actions as may be necessary with regard thereto. Such municipal bond rating may be obtained or not obtained within the discretion of such officers.

SECTION 37. No stipulation, obligation, or agreement contained in this Municipality Resolution, in the Certificates, in the Municipality Documents, or in any other documents necessary to conclude the issuance and sale of the Certificates and the execution of the Lease shall be deemed to be a stipulation, obligation, or agreement of any officers, directors, agents, or

employees of the Municipality in their individual capacity, and no such officers, directors, agents, or employees shall be personally liable on such documents or be subject to personal liability or accountability by reason thereof.

SECTION 38. The Mayor and the City Clerk, and the other officers of the Municipality, are, and each of them acting alone is, hereby authorized and directed to take such additional actions and to execute any and all such documents and certificates as may be necessary to effectuate the purposes of this Municipality Resolution.

SECTION 39. All other ordinances, resolutions, and orders of the Municipality in conflict with this Municipality Resolution shall be and the same are hereby replaced, rescinded, and set aside, but only to the extent of such conflict. For cause, it is hereby found, determined, and adjudicated that this Municipality Resolution shall become effective immediately upon its adoption by the Governing Body.

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

Alderman Robert Amos	voted: _____
Alderwoman Roschelle Gibson	voted: _____
Alderwoman Roshunda Harris-Allen	voted: _____
Alderwoman Diandra Hosey	voted: _____
Alderwoman Erma Johnson	voted: _____
Alderwoman Teresa Mack	voted: _____
Alderman David Moore	voted: _____

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, October 27, 2022.

City of Byram, Mississippi

Mayor Richard White

Angela Richburg, City Clerk

(seal)

Exhibit A

Legal Description of the Property

Exhibit B

Ground Lease

Prepared by and Return to:
Brad C. Davis (MSB #_____)
Watkins & Eager PLLC
400 East Capitol Street
Jackson, MS 39201

LESSOR:
CITY OF BYRAM, MISSISSIPPI
ATTN: City Mayor

Telephone: _____

LESSEE:
CENTRAL MISSISSIPPI PUBLIC
IMPROVEMENT CORPORATION
ATTN: _____

Telephone: _____

INDEXING INSTRUCTIONS: _____
in the Second Judicial District of Hinds County, Mississippi

GROUND LEASE

DATED _____, 20__

by and between

CITY OF BYRAM, MISSISSIPPI

and

CENTRAL MISSISSIPPI PUBLIC IMPROVEMENT CORPORATION

GROUND LEASE

This **GROUND LEASE**, dated _____, 20__ (this "Ground Lease"), is entered into by and between **CITY OF BYRAM, MISSISSIPPI** (the "Municipality" or "Lessor"), a political subdivision of the State of Mississippi (the "State"), and the **CENTRAL MISSISSIPPI PUBLIC IMPROVEMENT CORPORATION** (the "Corporation" or "Lessee"), a Mississippi non-profit corporation.

WITNESSETH

In consideration of the mutual promises and agreements herein contained, the parties hereto, agree as follows:

SECTION 1. Definitions.

All capitalized terms used herein without definition shall have the meanings given to such terms in the Lease and Option to Purchase, dated as of the date hereof, by and between the Corporation and the Municipality (the "Lease").

SECTION 2. Property.

The Municipality hereby leases to the Corporation the real property described in **EXHIBIT A** hereto and all buildings and improvements thereon (the "Property") and made a part hereof, subject to the terms hereof and subject to any conditions, reservations, exceptions, and rights of way which are of record.

SECTION 3. Ownership.

The Municipality covenants that it is the owner of and holds title in fee simple to the Property described in **EXHIBIT A** hereof.

SECTION 4. Term.

This Ground Lease shall commence on the date of execution and delivery hereof and end on the earlier to occur of (i) _____, 20__, or (ii) the date of termination of the Lease with respect to the Property pursuant to Section 2 or 15 thereof.

SECTION 5. Rent.

The Corporation shall pay to the Municipality for the term of this Ground Lease an advance rent of \$1.00 as full consideration for this Ground Lease.

SECTION 6. Purpose.

The Corporation shall utilize the Property for the purposes described in the Lease and for such other purposes as may be incidental thereto.

SECTION 7. Assignment and Sublease.

The Corporation shall not assign, mortgage, hypothecate, or otherwise encumber this Ground Lease and any rights hereunder and the leasehold created hereby by trust agreement, indenture, or deed of trust or otherwise or sublet the Property without the written consent of the Municipality, except that the Municipality expressly approves and consents to the assignment and transfer of the Corporation's rights, title, and interest in this Ground Lease to the Trustee pursuant to the Assignment Agreement dated as of _____, 20__, by and between the Municipality and the Trustee.

SECTION 8. Right of Entry.

The Municipality reserves the right for any of its duly authorized representatives to enter upon the Property at any reasonable time.

SECTION 9. Expiration.

The Corporation agrees, upon the expiration of this Ground Lease, to relinquish its rights in and to quit and surrender the Property.

SECTION 10. Quiet Enjoyment.

Until execution of the Lease and Option to Purchase and upon termination thereof as a result of the actions of the Municipality, the Corporation at all times during the term of this Ground Lease shall peaceably and quietly have, hold, and enjoy all of the Property.

SECTION 11. Taxes.

The Municipality covenants and agrees to pay any and all taxes and assessments levied or assessed upon the Property.

SECTION 12. Eminent Domain.

If the whole or any part of the Property shall be taken under the power of eminent domain, the interest of the Corporation shall be recognized and is hereby determined to be the aggregate amount of unpaid Base Rental under the Lease and shall be paid to the Trustee in accordance with the terms of the Lease and the Trust Agreement.

SECTION 13. Default.

In the event that the Corporation or its assignee shall be in default in the performance of any obligation on its part to be performed under the terms of this Ground Lease, the Municipality may exercise any and all remedies granted by law, except that no merger of this Ground Lease and of the Lease shall be deemed to occur as a result thereof; provided, however, that the Municipality shall have no power to terminate this Ground Lease by reason of any default on the part of the

Corporation or its assignee if (i) such termination would affect or impair the assignment of the Property by the Corporation pursuant to the Assignment Agreement, or (ii) such termination would prejudice the exercise of the remedies provided in Section 12 of the Lease. So long as any such assignee or subtenant of the Corporation or any successor in interest to the Corporation shall duly perform the terms and conditions of this Ground Lease and of its then existing sublease (if any), such assignee or subtenant shall be deemed to be and shall become the tenant of the Municipality hereunder and shall be entitled to all of the rights and privileges granted under any such assignment.

SECTION 14. Notices.

Except as otherwise provided in this Ground Lease, all notices under this Ground Lease by any party shall be in writing and shall be sufficiently given and served if delivered by hand directly to the offices named below or sent by United States first class mail postage prepaid and addressed as follows:

(i) if to the Municipality, to the Mayor and Board of Aldermen, City of Byram, Mississippi, _____, _____, Attention: City Clerk;

(ii) if to the Corporation, to Central Mississippi Public Improvement Corporation, _____, _____, Attention: Secretary.

SECTION 15. Partial Invalidity.

If any one or more of the terms, provisions, promises, covenants, or conditions of this Ground Lease shall to any extent be adjudged invalid, unenforceable, void, or voidable for any reason whatsoever by a court of competent jurisdiction, each and all of the remaining terms, provisions, promises, covenants, and conditions of this Ground Lease shall not be affected thereby, and shall be valid and enforceable to the fullest extent permitted by law.

SECTION 16. Governing Law.

This Ground Lease shall be governed by the laws of the State.

SECTION 17. Execution in Counterparts.

This Ground Lease may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Ground Lease to be executed and attested by their proper officers thereunto duly authorized, as of the day and year first above written.

CITY OF BYRAM, MISSISSIPPI

By: _____
Mayor Richard White

ATTEST:

By: _____
City Clerk

(seal)

Signature page to Ground Lease, dated as of _____, 2022, by and between City of Byram, Mississippi and Central Mississippi Public Improvement Corporation

CENTRAL MISSISSIPPI PUBLIC IMPROVEMENT CORPORATION

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

(seal)

**Signature page to Ground Lease, dated as of _____, 2022, by and between City of
Byram, Mississippi and Central Mississippi Public Improvement Corporation**

**STATE OF MISSISSIPPI
COUNTY OF HINDS**

Personally appeared before me, the undersigned authority in and for the aforesaid jurisdiction, the within named _____ and _____, who acknowledged to me that they are the Mayor and City Clerk, respectively, of **CITY OF BYRAM, MISSISSIPPI**, and that they signed and delivered the foregoing instrument of writing on the day and year therein mentioned for and on behalf of said Municipality and as its official act and deed, being duly authorized so to do.

GIVEN UNDER MY HAND and official seal, this day, _____, 2022.

Notary Public

My Commission Expires:

**STATE OF MISSISSIPPI
COUNTY OF RANKIN**

Personally appeared before me, the undersigned authority in and for the aforesaid jurisdiction, the within named _____, who acknowledged to me that s/he is the _____ of **CENTRAL MISSISSIPPI PUBLIC IMPROVEMENT CORPORATION** and that s/he signed and delivered the foregoing instrument of writing on the day and year therein mentioned for and on behalf of said corporation and as its official act and deed, being duly authorized so to do.

GIVEN UNDER MY HAND and official seal, this _____ day of _____, 2022.

Notary Public

My Commission Expires:

EXHIBIT A

LEGAL DESCRIPTION

[Insert legal description.]

Exhibit C

Lease and Option to Purchase Agreement

Prepared by and Return to:
Brad C. Davis (MSB #_____)
Watkins & Eager PLLC
400 East Capitol Street
Jackson, MS 39201

LESSOR:
CENTRAL MISSISSIPPI PUBLIC
IMPROVEMENT CORPORATION
ATTN: _____

Telephone: _____

LESSEE:
CITY OF BYRAM, MISSISSIPPI
ATTN: City Mayor

Telephone: _____

INDEXING INSTRUCTIONS: _____
_____ in the Second Judicial District of Hinds Municipality, Mississippi

LEASE AND OPTION TO PURCHASE AGREEMENT

Dated _____, 2022

by and between

CENTRAL MISSISSIPPI PUBLIC IMPROVEMENT CORPORATION

and

CITY OF BYRAM, MISSISSIPPI

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EXHIBIT A	-	DESCRIPTION OF REAL PROPERTY AND IMPROVEMENTS
EXHIBIT B	-	RENTAL PAYMENTS

LEASE AND OPTION TO PURCHASE AGREEMENT

THIS LEASE AND OPTION TO PURCHASE AGREEMENT (this “Lease”), dated _____, 2022, is entered into by and between the **CENTRAL MISSISSIPPI PUBLIC IMPROVEMENT CORPORATION** (the “Corporation”), a Mississippi non-profit corporation, as lessor, and **CITY OF BYRAM, MISSISSIPPI** (the “Municipality”), a political subdivision of the State of Mississippi (the “State”), as lessee.

WITNESSETH

WHEREAS, the Corporation and the Municipality have entered into a Ground Lease (the “Ground Lease”), dated as of the date hereof, pursuant to which the Municipality agrees to lease certain real property located in the Municipality, as more particularly described in **EXHIBIT A** attached hereto (the “Property”), to the Corporation; and

WHEREAS, the Municipality wishes to provide for the acquisition, construction, financing, equipping, and leasing of a fire station and related facilities and certain equipment (the “Improvements” and together with the Property, the “Project”), as more particularly described in **EXHIBIT A** attached hereto (the “Improvements” and together with the Property, the “Project”), and the Municipality is authorized pursuant to the laws of the State to enter into leases for such purpose; and

WHEREAS, the Municipality has determined that in order to accomplish such purpose it is necessary and desirable to acquire the Project by leasing the same pursuant to this Lease under the authority of Sections 31-8-1 *et seq.*, Mississippi Code of 1972, as amended and supplemented (the “Act”); and

WHEREAS, the Corporation has entered into a Design–Build Agreement (as hereafter defined) with Benchmark Construction Corporation (the “Contractor”) for the design, construction, equipping and delivery of the Improvements; and

WHEREAS, the Corporation is simultaneously providing for the transfer of all its rights, title and interest (other than its obligation to have the Project constructed and its rights to indemnification and payment or reimbursement of its costs and expenses incurred in connection with the construction of the Project) in and to this Lease and the Ground Lease, to the Trustee (as hereinafter defined) for the benefit of the owners of certain certificates of participation in this Lease.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

SECTION 1. Definitions.

Unless the context otherwise requires, the terms defined in this Section 1 shall, for all purposes of this Lease, have the meanings as set forth below. All other capitalized terms used herein without definition shall have the meanings given to such terms in the Trust Agreement (as hereinafter defined).

“Acquisition Costs” means, with respect to the Project and related facilities, the contract price paid or to be paid to or at the direction of the Contractor for the design, construction, equipping and delivery of the Project and related facilities, in accordance with the Design-Build Agreement, and includes reimbursement to each the Municipality and the Corporation for any payments made by the Municipality or the Corporation prior to or subsequent to the execution of this Lease pursuant to the declaration of official intent of the governing body of each of the Municipality and the Corporation under Treasury Regulation 1.150-2. Acquisition Costs also include the cost of the site of the Project, if any, the costs of site preparation necessary for the construction and installation of the Project and related facilities, costs and expenses incurred in connection with the execution and delivery of the Certificates, the Ground Lease, this Lease, the Assignment Agreement and the Trust Agreement, and any and all agreements, instruments, certificates or other documents issued in connection therewith, any premium with respect to insurance of the Certificates, as well as administrative, engineering, legal, financial and other costs incurred in connection with the design, construction, equipping and delivery of the Project and related facilities. Acquisition Costs also include capitalized interest, if any, for the period of construction of the Project plus one (1) year, less any amounts on deposit in the Interest Account for capitalized interest.

“Additional Rental” means the amounts specified as such in Section 3.1(ii) of this Lease.

“Arbitrage Rebate Agreement” means that certain agreement by and among the Municipality, the Corporation and the Trustee and any and all modifications, alterations, amendments and supplements thereto made in accordance with the provisions thereof and the Trust Indenture.

“Assignment Agreement” means that certain Assignment Agreement dated _____, 2022, by and between the Corporation and the Trustee pertaining to the assignment of all of the Corporation’s rights, title, claims, proceeds, rents and interest in and to this Lease and the Ground Lease to the Trustee for the benefit of the Owners of the Certificates.

“Base Rental” means the amounts referred to as such in Section 3.1(i) of this Lease, as such amounts may be adjusted from time to time in accordance with the terms hereof, but does not include Additional Rental.

“Base Rental Payment Date” means the first day of each _____ and _____ commencing on _____, 20__, during the Lease Term, on which date payment of Base Rental is to be paid by the Municipality.

“Business Day” means a day which is not a Saturday or Sunday, or a day on which the offices of the Municipality are authorized or required by law to be closed, or a day on which banking institutions are authorized or required by law to be closed in the State of New York or the State of Mississippi for commercial banking purposes or a day on which the New York Stock Exchange is closed.

“Certificate Fund” means the fund for the payment of principal of and interest on the Certificates established under the Trust Agreement.

“Certificate of Completion” means the notice filed with the Trustee by the Corporation and/or the Municipality Representative, stating that the Improvements have been substantially completed, but reserving the rights of the Corporation and/or the Municipality against third parties.

“Certificates” means the \$_____ Certificates of Participation (City of Byram, Mississippi Fire Station Lease Purchase Project), Series 2022, dated the date of their delivery, and executed and delivered by the Trustee pursuant to the Trust Agreement.

“Closing Date” means _____, 2022, or such later date as may be agreed upon by the parties hereto.

“Code” means the Internal Revenue Code of 1986, as amended and the Regulations.

“Corporation” means the Central Mississippi Public Improvement Corporation, a Mississippi non-profit corporation.

“Contractor” means _____, _____, _____, the contractor for the Project.

“Municipality” means City of Byram, Mississippi, a political subdivision of the State.

“Municipality Representative” means the Mayor of the Municipality, the City Clerk of the Municipality, or another official designated by such officer and authorized to act on behalf of the Municipality under or with respect to the Trust Indenture and this Lease and all other agreements related thereto.

“Design-Build Agreement” means the contract or contracts entered into by the Corporation with the Contractor with respect to the design, construction, equipping and delivery of the Project and related facilities.

“Fiscal Year” means the fiscal year of the Municipality, which as of the date of this Lease is the period from _____ to and including the following _____.

“Governing Body” means the Mayor and the Board of Aldermen of the Municipality.

“Ground Lease” means the Ground Lease, dated as of the date hereof, between the Municipality, as lessor, and the Corporation, as lessee, pursuant to which the Municipality agrees to lease the Property to the Corporation.

“Improvements” means those certain improvements which are designed, constructed, equipped and delivered on the Property in accordance with the Plans.

“Interest Account” means the account by that name established in the Certificate Fund under the Trust Agreement.

“Lease” means this Lease and Option to Purchase Agreement.

“Lease Term” means the term of this Lease as provided in Section 2 hereof.

“Lease Year” means the period from the Closing Date through _____, 2023, and thereafter each twelve month period from each _____ 1 to and including the following _____ during the term of this Lease.

“Lessor” means the Corporation, or, after the effective date of the Assignment Agreement, the Trustee.

“Moody’s” means Moody’s Investors Service, Inc., a Delaware corporation, its successors and assigns, and, if such corporation shall for any reason no longer perform the functions of a securities rating agency, “Moody’s” shall be deemed to refer to any other nationally recognized rating agency designated by the Municipality with written notice to the Trustee and the Corporation.

“Option Price” means the total amount necessary to defease all Outstanding Certificates pursuant to and in accordance with Section 9.01 of the Trust Agreement.

“Outstanding”, in connection with the Certificates and as of the time of application, means all Certificates authenticated and delivered under the Trust Agreement, except:

(a) Certificates theretofore canceled by the Trustee or surrendered to the Trustee for cancellation;

(b) Certificates for payment or repayment of which funds or eligible securities in the necessary amount shall have theretofore been deposited with the Trustee in accordance with Section 9.01 of the Trust Agreement (whether on or prior to the maturity or redemption date of such Certificates), provided that, if such Certificates are to be redeemed prior to maturity, notice of such redemption shall have been given as provided in the Trust Agreement or provision satisfactory to the Trustee shall have been made for the giving of notice; and

(c) Certificates in lieu of or in exchange for which other Certificates shall have been executed and delivered by the Trustee pursuant to the Trust Agreement.

“Owner” means the registered owner, as indicated in the Certificate Register, of any Certificate.

“Plans” means the plans and specifications for the Project approved by the Corporation, with the consent of the Municipality. It is anticipated that the Plans will be developed and approved by the Corporation, with the consent of the Municipality, in one phase. Said specifications may from time to time be amended by the Corporation, with the consent of the Municipality, but no such amendment may be made which would increase the cost of the Project beyond the amount of money available, in the determination of the Corporation, with the consent of the Municipality, to pay the same or which would change the character of the Project to the extent that it would cease to be of the nature described in the Plans or adversely affect the tax exempt status of interest on this Lease or the Certificates.

“Principal Account” means the account by that name established in the Certificate Fund under the Trust Agreement.

“Project” means and includes, the Property and the Improvements to be constructed on the Property and equipment and furnishings to be acquired and installed on the Property with the proceeds of the Certificates.

“Property” means the real property described in **EXHIBIT A** hereto.

“Property Insurance” means the insurance required to be maintained by the Municipality under Section 4.4 of this Lease.

“Rental Deposit Date” means the day which is five (5) days prior to the date on which the next payment of Base Rental is scheduled to become payable.

“Rebate Requirement” shall have the meaning ascribed thereto in the Arbitrage Rebate Agreement.

“Regulations” means any of the regulations promulgated from time to time under the Code by the United States Department of the Treasury

“S&P” means Standard & Poor’s Rating Services, a Standard & Poor’s Financial Services, LLC business, a subsidiary of The McGraw-Hill Companies, Inc., its successors and assigns and, if dissolved or liquidated or if it no longer performs the functions of a securities rating agency, “S&P” shall be deemed to refer to any other nationally recognized securities rating agency designated by the Municipality by written notice to the Trustee and the Corporation.

“State” means the State of Mississippi.

“Trust Agreement” means that certain Trust Agreement dated the date hereof, by and among the Municipality, the Corporation and the Trustee.

“Trustee” means the trustee acting in its capacity as such under the Trust Agreement or any successor appointed as therein provided, and which initially shall be _____, _____.

SECTION 2. Construction of Project; Agreement to Lease; Term of Lease; Transfer of Title.

(a) The Corporation agrees to cause the Project and related facilities to be constructed and equipped, and to enter into and to provide for, or cause to be provided for, the complete construction and equipping of the Project and related facilities in accordance with the Plans, the terms of this Lease and the Design-Build Agreement. Cooke, Douglass, Farr & Lemons Ltd., and any other architects, engineers, and planners (the “Architects”), duly qualified and registered to practice as architects in the State, will develop and approve the Plans for the construction of the Project on the Property. The Plans for each phase will be examined and approved in all particulars by the Corporation, with the consent of the Municipality. The Corporation’s proposal

for the lease of the Project has been accepted by the Municipality. To the extent that actual Acquisition Costs of the Project as approved hereafter by the Municipality is greater than the estimated costs on which the Corporation's proposal was based, the Municipality will transfer to the Construction and Acquisition Fund the amount necessary to provide sufficient funds for payment of the actual Acquisition Costs of completing the Project as approved by the Corporation.

(b) The Corporation, with the consent of the Municipality, may approve changes in the plans and specifications of the Project, so long as any such change does not, and all such changes as a whole do not, (1) reduce the value of the Project or substantially alter the nature of the Project, (2) increase the total Acquisition Costs of the Project to an amount in excess of \$_____ unless the Municipality contributes or makes available an amount equal to such excess to the Construction and Acquisition Fund, (3) otherwise materially alter the terms and conditions set forth in this Lease, or (4) adversely affect the tax exempt status of interest on this Lease and the Certificates.. The Corporation and the Municipality shall promptly process and act upon any request for change orders. All changes in plans and specifications shall be approved in writing by the Municipality and shall be deemed part of the plans.

(c) The Base Rental provided in this Lease was based in part on estimates of the cost of construction expected by the Architects in the amount of \$_____ and the additional amounts necessary to provide for the sale of the Certificates.

(d) Payment for the costs of constructing and equipping the Project and related facilities shall be made from the moneys deposited in the Construction and Acquisition Fund, together with earnings thereon, which shall be disbursed for this purpose in accordance and upon compliance with Article III of the Trust Agreement. The Corporation will cause the design, construction, equipping and delivery of the Project and related facilities to be diligently performed after the deposit of funds into the Construction and Acquisition Fund and that the Project shall be complete at or before the time specified in the Plans and the Design-Build Agreement for construction to be approved by the Corporation, with the consent of the Municipality. If such construction is not completed, there shall be no resulting liability on the part of the Corporation and no diminution in the payments required in Section 3 hereof to be paid by the Municipality. Unexpended moneys remaining in the Construction and Acquisition Fund shall, upon payment in full of all Acquisition Costs of the Project, be applied solely in accordance with the provisions of the Trust Agreement.

(e) The Lessor hereby agrees to lease the Project to the Municipality, and the Municipality hereby agrees to pay the Base Rental and the Additional Rental as provided herein for the use and occupancy of the Project, all on the terms and conditions set forth herein. Upon substantial completion of the Improvements, the Corporation shall promptly deliver to the Trustee a Certificate of Completion. The Lease Term begins on the Closing Date and ends on _____ 1, 20__, or at such earlier time as the Certificates have been paid or provision for their payment has been made in accordance with the provisions of this Lease and the Trust Agreement.

(f) Upon payment of all Base Rental and Additional Rental required by this Lease or upon the sale of the Project to the Municipality or its assignee pursuant to the exercise of its

option to purchase the Project in accordance with Section 15 of this Lease, this Lease shall terminate and title to the Project, and any improvements thereon or additions thereto, shall be transferred directly to the Municipality or, at the option of the Municipality, to any assignee or nominee of the Municipality, in accordance with the provisions of this Lease.

SECTION 3. Rent.

SECTION 3.1 Rental Payments.

Subject to Section 3.3 below, the Municipality shall pay the Base Rental and Additional Rental in the amounts, at the times and in the manner set forth herein, such amounts constituting in the aggregate the rental payable under this Lease as follows:

(a) Base Rental. The Municipality agrees to pay as Base Rental under this Lease for each Lease Year, commencing _____, 20__, payable on each _____ 1 and _____ 1, (each a "Base Rental Payment Date") during the term of this Lease (subject to the provisions of the following paragraph), the amounts set forth in **EXHIBIT B** hereof, a portion of which shall constitute principal and a portion of which shall constitute interest as shown in such Exhibit. However, the amounts to be deposited as set forth under **EXHIBIT B** shall be reduced by any amounts already on deposit in the Base Rental Fund. The allocation of any Base Rental payment to a principal component and an interest component shall correspond to the principal and interest payable with respect to the Certificates on the date such Base Rental payment is due. Base Rental due on _____ 1 in any year shall be for the period _____ 1 of the prior year through the last day of April of such year, and Base Rental due _____ 1 in any year shall be for the period May 1 of said year through the last day of August of such year. In no event shall the amount of Base Rental payable on any date exceed the aggregate amount of principal and interest required to be paid or prepaid on such date with respect to the Outstanding Certificates, according to their tenor.

To secure the performance of its obligation to pay Base Rental, the Municipality shall deposit the Base Rental scheduled to become due on the next succeeding date on which a payment of Base Rental is due with the Trustee on or before the Rental Deposit Date, for application by the Trustee in accordance with the terms of the Trust Agreement. In the event any such date of deposit is not a Business Day, such deposit shall be made on the next preceding Business Day. If five days prior to any due date for the payment of principal or interest with respect to the Certificates, the balance available for that purpose in the Certificate Fund is insufficient to make the required payments on such date, the Municipality will pay any such deficiency in sufficient time to prevent an event of default hereunder. Base Rental payments under this paragraph shall be paid by the Municipality directly to the Trustee.

The obligation of the Municipality to pay Base Rental shall commence on the Closing Date. Base Rental payments with respect to the Project shall be payable by the Municipality from any source lawfully available therefor.

(b) Additional Rental. In addition to the Base Rental set forth herein, the Municipality agrees to pay as Additional Rental all of the following:

(1) All taxes and assessments of any nature whatsoever, including but not limited to excise taxes, ad valorem taxes, special lien special assessments and gross receipts taxes, if any, levied upon the Project or upon any interest of the Corporation or the Trustee therein or in connection with this Lease;

(2) Insurance premiums, if any, on all insurance required under the provisions of Section 4.4 of this Lease;

(3) All fees and expenses (not otherwise paid or provided for out of the proceeds of the sale of the Certificates) of the Trustee in connection with the Trust Agreement;

(4) Any other fees, costs or expenses incurred by the Lessor in connection with the execution, performance or enforcement of this Lease or any assignment hereof or the Trust Agreement or any of the transactions contemplated hereby or thereby or related to the Project, including, without limitation, any amounts (not otherwise paid or provided for out of the proceeds of the sale of the Certificates) which may become due; and

(5) The Rebate Requirement.

Amounts constituting Additional Rental payable hereunder shall be paid by the Municipality directly to the person or persons to whom such amounts shall be payable. The Municipality shall pay all such amounts when due or at such later time as such amounts may be paid without penalty and not later than the first day of each Lease Year shall furnish to the Trustee a certificate stating that any such amounts have been paid or that no such amounts were due.

SECTION 3.2 Consideration.

The payments of Base Rental and Additional Rental under this Lease attributable to each Fiscal Year or portion thereof during the Lease Term shall constitute the total rental for such Fiscal Year or portion thereof and shall be paid by the Municipality for and in consideration of the right to the use and occupancy, and the continued quiet use and enjoyment, of the Project by the Municipality for and during such Fiscal Year or portion thereof. The parties hereto have agreed and determined that such total rental is not in excess of the total fair market rental value of the Project.

In making such determination, consideration has been given to the Acquisition Costs and financing of the Project, the uses and purposes served by the Project, and the benefits therefrom that will accrue to the parties by reason of this Lease and to the general public of the Municipality by reason of the Municipality's use and occupancy of the Project.

SECTION 3.3 Municipality's Obligation.

The Municipality deems the existence and operation of the Project to comprise an essential part of its governmental functions. The Municipality hereby covenants to take such action as may be necessary to include all Base Rental and Additional Rental due hereunder in its

annual budget and to make the necessary annual appropriations for all such Base Rental and Additional Rental until all principal of and interest on the Certificates shall have been paid or all obligations of the Municipality under this Lease and the Trust Agreement have been satisfied and terminated. This covenant is specifically subject to the express limitation contained in the following paragraphs.

The obligation of the Municipality to make Base Rental and Additional Rental payments under this Lease constitutes a binding obligation of the Municipality in accordance with the terms of this Lease. Provided, however, so long as no default of any monetary obligation of the Municipality has occurred, the Municipality's obligation to pay any amounts due or perform any covenants requiring or resulting in the expenditure of money shall be contingent and expressly limited to the extent of any specific, annual appropriation made by the Municipality to fund this Lease. Nothing contained in this Lease shall create any monetary obligation on the part of the Municipality beyond such current and specific appropriation. The Governing Body, in its sole discretion, may make said payments with any lawfully available revenues. Except as stated in the Trust Agreement, nothing in this Lease creates a lien of any kind or character whatsoever upon any funds, income or revenue now existing or hereafter held, collected, received, anticipated by, or available to the Governing Body or prevents or restricts the Governing Body at any time from pledging, obligating or creating specific liens upon funds, income or revenues to or for the payment of any bonds, notes or certificates of the Governing Body or for any other purpose whatsoever. The Municipality has not pledged or levied any form of taxation for the payment of Outstanding Certificates.

The obligation of the Municipality under this Lease is not a general obligation and does not constitute a pledge of the full faith and credit of the Municipality, the State or any political subdivision or agency thereof within the meaning of any constitutional or statutory provision or limitation.

SECTION 3.4 Payment; Credit.

Amounts necessary to pay Base Rental shall be deposited by the Municipality on or before the Rental Deposit Date as set forth in Section 3.1(a) in lawful money of the United States of America, at the office of the Trustee in Brandon, Mississippi, or at such other place or places as may be established in accordance with the Trust Agreement. Any amount necessary to pay any Base Rental or portion thereof which is not so deposited shall remain due and payable until received by the Trustee. Notwithstanding any dispute between the Municipality and the Lessor hereunder, and subject to the provisions in Section 3.3 above, the Municipality shall make all rental payments when due and shall not withhold any rental payments pending the final resolution of such dispute or for any other reason whatsoever. Except as provided in Section 3.3 above, the Municipality's obligation to make rental payments in the amounts and on the terms and conditions specified hereunder shall be absolute and unconditional without any right of setoff or counterclaim. Amounts required to be deposited with the Trustee pursuant to this Section 3.4 on or before any Rental Deposit Date shall be reduced to the extent of amounts on deposit on such Rental Deposit Date in the Interest Account and Principal Account in the Certificate Fund established under the Trust Agreement.

SECTION 3.5 No Rental Abatement.

Except as provided in Section 3.3 above, the obligations of the Municipality to make the payments required in Section 3 hereof and to perform and observe the other agreements on its part contained herein shall be absolute and unconditional, regardless of whether the Project shall have been entirely completed at the time the first payments become due hereunder and regardless of the continued existence of the Project in physical condition satisfactory to the Municipality. Until such time as the principal of, premium, if any and interest on the Certificates shall have been fully paid or all the Municipality's obligations hereunder satisfied and defeased, and except as provided in Section 3.3 above, the Municipality (a) shall not diminish, suspend or discontinue any payments provided for in this Section 3, (b) shall perform and observe all of its other agreements contained in this Lease, and (c) shall not terminate this Lease for any cause including, without limiting the generality of the foregoing, any acts or circumstances that may constitute failure of consideration, condemnation, destruction of or damage to the Project, frustration of purpose, any change in the tax or other laws of the United States of America or of the State or any political subdivision of either thereof or any failure of the Corporation to perform and observe any agreement, whether express or implied, or any duty, liability or obligation arising out of or connected with this Lease. Nothing contained in this Section shall be construed to release the Corporation from the performance of any of the agreements on its part herein contained; and in the event the Corporation shall fail to perform any such agreement on its part, the Municipality may institute such action against the Corporation as the Municipality may deem necessary to compel performance or recover its damages for nonperformance so long as such action shall not do violence to the agreements on the part of the Municipality contained in the next two preceding sentences. The Municipality may, however, at its own cost and expense and in its own name or in the name of the Corporation, prosecute or defend any action or proceeding or take any other action involving third persons which the Municipality deems reasonably necessary in order to secure or protect its rights of possession, occupancy and use hereunder, and in such event the Corporation hereby agrees to cooperate fully with the Municipality and to take all action necessary to effect the substitution of the Municipality for the Corporation in any such action or proceeding if the Municipality shall so request.

SECTION 3.6 Triple Net Lease.

This Lease is intended to be a triple net lease. The Municipality agrees that the rental payments provided for herein shall be an absolute net return to the Lessor free and clear of any taxes, insurance premiums, expenses, charges or set-offs whatsoever.

SECTION 3.7 Notice. The Municipality shall furnish written notice to the Corporation and the Trustee within ninety (90) days before the end of its then current Fiscal Year if the Municipality has chosen not to appropriate the funds necessary for the payment of Base Rental and Additional Rental for the ensuing Fiscal Year.

SECTION 3.8 Non-Substitution. If the Municipality fails to appropriate the funds necessary for the Base Rental and Additional Rental payments required under this Lease, then the Municipality shall not acquire, build, purchase, lease or rent facilities performing the functions similar to those performed by the Project or any facilities comparable to the Project for a period of five (5) years after termination of this Lease.

SECTION 3.9 Redelivery of the Project. If the Municipality fails to appropriate the funds for the Base Rental and Additional Rental payments required under this Lease, then the Municipality shall be obligated at the Municipality's expense to redeliver the Project to the Corporation. Such delivery shall take place within fifteen (15) days after the expiration of the then current Fiscal Year. If the Municipality fails to redeliver the Project as required in this Section 3.9, then the Corporation may enter the premises and retake possession of the Project and charge the Municipality for the costs incurred in connection therewith. The Municipality shall be liable for all damages to the Project, other than normal wear and tear, caused by the Municipality, its employees, its agents or any other party. Further, notwithstanding any provision herein to the contrary, if the Municipality fails to vacate the Project and redeliver the Project as required in this Section 3.9, the Municipality shall be deemed to be a holdover tenant for as long as the Municipality continues to occupy the Project, and the Municipality shall be required to pay all Base Rental and Additional Rental payments required under this Lease. Such payments shall continue for so much of the Lease Term as the Municipality continues to occupy the Project.

SECTION 4. Affirmative Covenants of the Corporation and the Municipality.

The Corporation and the Municipality are entering into this Lease in consideration of, among other things, the following covenants:

SECTION 4.1 Construction of Improvements.

The Corporation agrees to cause the Improvements and related facilities to be constructed and installed in accordance with this Lease, the Design-Build Agreement and the Plans, and the Corporation will provide for, or cause to be provided for, the complete design, construction, equipping and delivery of the Improvements and related facilities under the terms of this Lease. Payment for the Acquisition Costs shall be made from money deposited in the General Account within the Construction and Acquisition Fund which shall be disbursed for this purpose in accordance with the Trust Agreement. The Corporation and the Municipality agree that the unexpended money remaining in the General Account within the Construction and Acquisition Fund shall, upon payment in full of all Acquisition Costs, be applied solely in accordance with the provisions of the Trust Agreement.

SECTION 4.2 Replacement, Maintenance and Repairs.

The Municipality shall, at its own expense, during the term of this Lease maintain the Project, or cause the same to be maintained, in good order, condition and repair and shall replace any portion of the Project which is destroyed; provided, that the Municipality shall not be required to repair or replace any such portion of the Project pursuant to this Section 4.2 if there shall be applied to the redemption of Certificates insurance proceeds or other lawfully available

funds sufficient to redeem (a) all of the Outstanding Certificates, or (b) any portion thereof and the rental payments allocable to the remaining portion of the Project equals the pro-rata portion of Base Rental allocable to the Outstanding Certificates after such redemption. The Municipality shall provide or cause to be provided all security service, custodial service, janitorial service and other services necessary for the proper upkeep and maintenance of the Project. It is understood and agreed that in consideration of the payment by the Municipality of the rental herein provided for, the Municipality is entitled to occupy the Project and no other party shall have any obligation to incur any expense of any kind or character in connection with the management, operation or maintenance of the Project during the Lease Term. The Lessor shall not be required at any time to make any improvements, alterations, changes, additions, repairs or replacements of any nature whatsoever in or to the Project. The Municipality hereby expressly waives the right to make repairs or to perform maintenance of the Project at the expense of the Lessor. The Municipality shall keep the Project free and clear of all liens, charges and encumbrances, subject only to the provisions of Section 4.5 hereof.

SECTION 4.3 Utilities.

The Municipality shall pay for the furnishing of all utilities which may be used in or upon the Project during the Lease Term. Such payment shall be made by the Municipality directly to the respective utility companies furnishing such utility services or products, under such contract or contracts therefor as the Municipality may make.

SECTION 4.4 Insurance.

The Municipality shall secure and maintain or cause to be secured and maintained at all times with insurers of recognized responsibility or through a program of self-insurance to the extent specifically permitted in this Section 4.4, all coverage on the Project required by this Section 4.4.

Such insurance shall consist of:

(a) Property and casualty insurance for the Project in an amount (except as provided below) equal to the replacement cost of the Project. Such coverage must apply exclusively to the Project and must be available to repair/rebuild the Project under all circumstances after the occurrence of an insured peril. Full payment of insurance proceeds up to the required policy dollar limit in connection with damage to the Project shall, under no circumstances, be contingent on the degree of damage sustained at other facilities owned or leased by the Municipality. The policy must explicitly waive any co-insurance penalty.

(b) To the extent sovereign immunity is waived, comprehensive general liability coverage against claims for damages including death, personal injury, bodily injury, or property damage arising from operations involving the Project, in an amount recommended from time to time by the Municipality's risk management officer or an independent insurance consultant retained by the Municipality for that purpose; provided, however, that, the Municipality's obligations under this paragraph (b) may be satisfied by self-insurance in an amount based on the recommendation of an independent insurance consultant retained by the Municipality and which complies with any requirements of the insurer regarding self-insurance;

(c) From and after the substantial completion of the Project which shall be evidenced by the Certificate of Completion, boiler and machinery coverage against loss or damage by explosion of steam boilers, pressure vessels and similar apparatus now or hereafter installed in the Project in an amount not less than \$1,000,000.00 per accident;

(d) Workers' compensation insurance issued by a responsible carrier authorized under the laws of the State of Mississippi; provided, however, that the Municipality's obligations under this paragraph (d) may be satisfied by self-insurance; and

(e) Title insurance in an amount equal to the par value of the Certificates. No self-insurance is permitted with respect to the requirements for title insurance.

All policies or certificates issued by the respective insurers for insurance, with the exception of workers' compensation insurance, shall provide that such policies or certificates shall not be canceled or materially changed without at least 30 days' prior written notice to the Trustee. On or before the first day of each Lease Year, the Municipality shall deposit with the Trustee a certificate of a Municipality Representative stating that the Municipality is in compliance with the insurance requirements set forth in this Section 4.4.

All required insurance policies must be provided by a commercial insurer rated A by Best or in the two highest rating categories of S&P and Moody's.

All policies or certificates of insurance provided for herein shall name the Municipality as a named insured, and shall name the Corporation and its directors and the Trustee as additional insureds. In addition, the policies or certificates of insurance required to be maintained under paragraphs (a) and (c) shall name the Trustee as loss payee. All proceeds of insurance maintained under paragraphs (a), (b) and (e) above, shall be deposited with the Trustee for application pursuant to the Trust Agreement. All proceeds of insurance maintained under paragraphs clauses (b) and (d) shall be deposited with the Municipality.

SECTION 4.5 Liens.

The Corporation, and upon completion of the Project the Municipality, shall promptly pay or cause to be paid all sums of money that may become due for any labor, services, materials, supplies or equipment furnished or to be furnished to or for, in, upon or about the Project and which may be secured by any mechanic's, materialman's or other lien against the Project, or the interest of the Lessor therein, and shall cause each such lien to be fully discharged and released; provided, however, that the Municipality or the Lessor may (i) contest any such claim or lien without payment thereof so long as such non-payment and contest stays execution or enforcement of the lien, but if such lien is reduced to final judgment and such judgment or such process as may be issued for the enforcement thereof is not stayed, or if stayed and the stay thereafter expires, then and in such event the Municipality shall forthwith pay and discharge such judgment or lien; or (ii) delay payment without contest so long as and to the extent that such delay will not result in the imposition of any penalty.

SECTION 4.6 Laws and Ordinances.

The Municipality agrees to observe and comply with all rules, regulations and laws applicable to the Municipality with respect to the Project and the operation thereof. The cost, if any, of such observance and compliance shall be borne by the Municipality, and the Lessor shall not be liable therefor. The Municipality agrees further to place, keep, use, maintain and operate the Project in such a manner and condition as will provide for the safety of its agents, employees, invitees, subtenants, licensees and the public.

SECTION 5. Application of Property Insurance Proceeds.

Proceeds of Property Insurance received in respect of destruction of or damage to the Project by fire or other casualty or event shall be paid to the Trustee for application in accordance with the provisions of Section 3.10 of the Trust Agreement.

SECTION 6. Eminent Domain.

If the Project, or any portion thereof, shall be taken under the power of eminent domain, then this Lease shall continue in full force and effect and shall not be terminated by virtue of such taking and the parties waive the benefit of any law to the contrary. Any award made in eminent domain proceedings for the taking shall be paid to the Trustee for application in accordance with the provisions of Section 3.10 of the Trust Agreement.

SECTION 7. Assignment and Lease.

(a) The Municipality shall not mortgage, pledge, assign or transfer any interest of the Municipality in this Lease by voluntary act or by operation of law, or otherwise; provided, however, that the Municipality may, subject to compliance with the Trust Agreement, sublease all or any portion of the Project, may grant concessions to others involving the use of any portion of the Project, whether such concessions purport to convey a leasehold interest or a license to use a portion of the Project, and may assign its right to purchase the Project pursuant to Section 15 hereof. The Municipality shall at all times remain liable for the performance of the covenants and conditions on its part to be performed under this Lease, notwithstanding any subletting or granting of concessions which may be made pursuant to the terms hereof. Nothing herein contained shall be construed to relieve the Municipality from its obligation to pay Base Rental and Additional Rental as provided in this Lease or to relieve the Municipality from any other obligations contained herein.

(b) The Corporation shall, concurrently with the execution hereof, assign all of its right, title and interest (other than its obligation to have the Project constructed and its rights to indemnification and payment or reimbursement for any costs or expenses incurred in connection with the construction and equipping of the Project) in and to this Lease, including, without limitation, its right to receive Base Rental or Additional Rental payable hereunder, to the Trustee pursuant to the Assignment Agreement, and the Municipality hereby approves such assignment. The parties hereto further agree to execute any and all documents necessary and proper in connection therewith.

SECTION 8. Additions and Improvements.

Subject to compliance with the Trust Agreement, the Municipality shall have the right during the Lease Term to make any additions or improvements to the Project, to attach fixtures, structures or signs, and to affix any personal property to the Project, so long as the fair market value of the Project is not thereby reduced.

SECTION 9. Right of Entry.

Representatives of the Lessor shall, subject to reasonable security precautions, have the right to enter upon the Project during reasonable business hours (and in an emergency at all times) (a) to inspect the same, (b) for any purpose connected with the rights or obligations of the Lessor under this Lease, or (c) for all other lawful purposes, all in a manner consistent with the Trust Indenture and this Lease.

SECTION 10. Quiet Enjoyment.

The Lessor covenants and agrees that the Municipality, by keeping and performing the covenants and agreements herein contained, shall, at all times during the Lease Term, peaceably and quietly have, hold, and enjoy the Project.

SECTION 11. Indemnification and Hold Harmless Agreement.

To the extent allowed by law, the Municipality hereby agrees to indemnify and hold harmless the Corporation and the Trustee and their officers and directors against any and all liabilities which might arise out of or are in any related to the Project and the Certificates, and to the extent permitted by law, the Municipality further agrees to defend the Corporation and the Trustee and their officers and directors in any action arising out of or related to the Project and the Certificates.

SECTION 12. Default by Municipality; Remedies.

(a) Default. If the Municipality shall (a) fail to deposit with the Trustee any Base Rental payment required to be so deposited pursuant to Sections 3.1(a) hereof by the close of business on the day such deposit is required to be made pursuant to Sections 3.1(a) or 3.1(b)(4) hereof, (b) fail to pay any item of Additional Rental as and when the same shall become due and payable pursuant to Section 3.1(b)(1), (2), (3), (4) or (5) hereof, or (c) breach any other terms, covenants or conditions contained herein or in the Trust Agreement and shall fail to remedy any such breach with all reasonable dispatch within a period of thirty (30) days after written notice thereof from the Lessor to the Municipality, then and in any such event the Municipality shall be deemed to be in default hereunder; provided, however, that if the failure stated in the notice cannot be corrected within such period, then such period will be extended so long as corrective action is instituted by the Municipality within such period and diligently pursued until the default is corrected, but only if such extension would not materially adversely affect the interest of any Owner.

(b) Remedies. Upon an event of default as defined in Section 12 (a) above, the Lessor shall have the right to (i) terminate this Lease, (ii) re-enter the Project, (iii) eject all

parties in possession therefrom and (iv) relet the Project or sell the Improvements, subject to the Ground Lease. Notwithstanding anything herein to the contrary, in no event will the Lessor be entitled to, nor will the Municipality be liable for, any deficiency resulting from said reletting of the Project or sale of the Improvements, or from the continuation of this Lease by the Lessor, beyond the amount of the specific appropriation, if any, by the Municipality for the Project for the Fiscal Year in which the default occurred reduced by the amount of said current and specific appropriation disbursed by the Municipality in accordance with the terms of this Lease and the Trust Agreement.

All damages and other payments received by the Lessor pursuant to the exercise of its rights and remedies pursuant to this Section 12 shall be applied in the manner set forth in Section 7.09 of the Trust Agreement.

(c) Limitations. Notwithstanding any other provision of this Lease or the Trust Agreement, in no event shall the Lessor have the right to accelerate the payment of any Base Rental or Additional Rental hereunder.

(d) Remedies Cumulative. Each and every remedy of the Lessor or any assignee of the rights of the Lessor hereunder is cumulative and the exercise of one remedy shall not impair the right of the Lessor or its assignee to any or all other remedies. If any statute or rule validly shall limit the remedies given to the Lessor or any assignee of the rights of the Lessor hereunder, the Lessor or its assignee nevertheless shall be entitled to whatever remedies are allowable under any statute or rule of law.

SECTION 13. Waiver.

The waiver by the Lessor of any breach by the Municipality, and the waiver by the Municipality of any breach by the Lessor of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach of the same or any other term, covenant or condition hereof.

SECTION 14. Disclaimer of Warranties.

Neither the Corporation nor any person acting on its behalf has made or makes any warranty or representation as to the past, present or future condition of the Project not herein expressed, and the Municipality has entered into this Lease without representations or warranties with respect thereto on the part of the Corporation, its agents, representatives or employees other than those expressed herein.

SECTION 15. Option to Purchase.

The Municipality shall have the exclusive right and option, subject to the provisions of the Trust Agreement, which shall be irrevocable during the Lease Term, to purchase the Lessor's interest in the Project on any Business Day, upon payment to the Trustee of the Option Price, but only if the Municipality is not in default under this Lease or the Trust Agreement and only in the manner provided in this Section 15.

On any Business Day as to which the Municipality shall have exercised the option granted it pursuant to this Section 15 and shall have paid or made provision for the payment to the Trustee of the required Option Price, the Lessor shall execute and deliver to the Municipality a quitclaim deed and bill of sale conveying to the Municipality or its nominee the Lessor's interest so purchased. If the Municipality shall exercise the option provided in this Section prior to the expiration of the Lease Term, and the Lessor shall execute and deliver the quitclaim deed and bill of sale as aforesaid, then this Lease shall terminate, but such termination shall not affect the Municipality's obligation to pay the Option Price to the Trustee on the terms herein set forth.

SECTION 16. Validity.

If any one or more of the terms, provisions, promises, covenants or conditions of this Lease shall to any extent be adjudged invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, then each and all of the remaining terms, provisions, promises, covenants and conditions of this Lease shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

If for any reason this Lease is held by a court of competent jurisdiction void, voidable, or unenforceable by the Lessor or by the Municipality, or if for any reason it is held by such a court that any of the covenants and agreements of the Municipality hereunder, including the covenant to pay Base Rental and Additional Rental hereunder, is unenforceable for the full Lease Term, then and in such event for and in consideration of the right of the Municipality to possess, occupy and use the Project, which right in such event is hereby granted, this Lease shall thereupon become and shall be deemed to be a lease from year to year under which the annual Base Rental payments and Additional Rental payments herein specified will be paid by the Municipality.

SECTION 17. Execution.

This Lease may be simultaneously executed in any number of counterparts, each of which when so executed shall be deemed to be an original, and all of which together shall constitute one and the same Lease.

SECTION 18. Law Governing.

This Lease is made in the State under the Constitution and laws of the State and is to be construed and governed in accordance with the laws of the State.

SECTION 19. Notices.

Except as otherwise provided in this Lease, all notices under this Lease by any party shall be in writing and shall be sufficiently given and served if delivered by hand directly to the offices named below or sent by United States first class mail postage prepaid and addressed as follows:

(i) if to the Municipality, to the Mayor and Board of Aldermen, City of Byram, Mississippi, _____, _____, _____, ATTN: Mayor Richard White;

(ii) if to the Corporation, to Central Mississippi Public Improvement Corporation, _____, _____, _____, ATTN: _____

(iii) if to the Trustee, to _____, _____, _____, _____, ATTN: _____.

SECTION 20. Amendment.

This Lease may be amended only in accordance with and as permitted by the terms of Section 5.02 of the Trust Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the date and year first above written.

CITY OF BYRAM, MISSISSIPPI

By: _____
Mayor Richard White

ATTEST:

City Clerk

(seal)

**STATE OF MISSISSIPPI
COUNTY OF HINDS**

Personally appeared before me, the undersigned authority in and for the aforesaid jurisdiction, the within named _____ and _____, who acknowledged to me that they are the Mayor and City Clerk, respectively, of **CITY OF BYRAM, MISSISSIPPI**, and that they signed and delivered the foregoing instrument of writing on the day and year therein mentioned for and on behalf of said Municipality and as its official act and deed, being duly authorized so to do.

GIVEN UNDER MY HAND and official seal, this day, _____, 2022.

Notary Public

My Commission Expires:

Signature page to Lease and Option to Purchase Agreement, dated _____, 2022, by and between the Central Mississippi Public Improvement Corporation and City of Byram, Mississippi.

CENTRAL MISSISSIPPI PUBLIC IMPROVEMENT CORPORATION

By: _____

Name: _____

Title: _____

(seal)

**STATE OF MISSISSIPPI
COUNTY OF RANKIN**

Personally appeared before me, the undersigned authority in and for the aforesaid jurisdiction, the within named _____, who acknowledged to me that s/he is the _____ of **CENTRAL MISSISSIPPI PUBLIC IMPROVEMENT CORPORATION** and that s/he signed and delivered the foregoing instrument of writing on the day and year therein mentioned for and on behalf of said corporation and as its official act and deed, being duly authorized so to do.

GIVEN UNDER MY HAND and official seal, this _____ day of _____, 2022.

Notary Public

My Commission Expires:

**Signature page to Lease and Option to Purchase Agreement, dated _____, 2022,
by and between the Central Mississippi Public Improvement Corporation and City of
Byram, Mississippi.**

EXHIBIT A

DESCRIPTION OF REAL PROPERTY AND IMPROVEMENTS

REAL PROPERTY DESCRIPTION

[Insert description.]

DESCRIPTION OF THE IMPROVEMENTS

[Insert description.]

EXHIBIT B
RENTAL PAYMENTS

\$_____

**CERTIFICATES OF PARTICIPATION
(CITY OF BYRAM, MISSISSIPPI FIRE STATION LEASE PURCHASE PROJECT),
SERIES 2022**

SCHEDULE OF BASE RENTAL PAYMENTS

[illegible]

Exhibit D

Trust Agreement

TRUST AGREEMENT

DATED AS OF _____, 2022

by and among

**_____,
AS TRUSTEE**

CENTRAL MISSISSIPPI PUBLIC IMPROVEMENT CORPORATION

and

CITY OF BYRAM, MISSISSIPPI

Relating to:

\$_____

Certificates of Participation

(City of Byram, Mississippi Fire Station Lease Purchase Project), Series 2022

Evidencing a Proportionate Undivided Interest of the

Registered Owners Thereof in a Lease and Option to Purchase,

Including the Right to Receive

Base Rental Payments to be Made by

City of Byram, Mississippi

Prepared by:

Watkins & Eager PLLC

400 East Capitol Street

Jackson, Mississippi 39201

INDEXING INSTRUCTIONS: _____, Mississippi

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TRUST AGREEMENT

THIS TRUST AGREEMENT dated as of _____, 2022, is by and among _____, a _____, as Trustee (the “Trustee”), the **CENTRAL MISSISSIPPI PUBLIC IMPROVEMENT CORPORATION**, a Mississippi non-profit corporation (the “Corporation”), and the **CITY OF BYRAM, MISSISSIPPI** (the “Municipality”), a political subdivision of the State of Mississippi (the “State”).

WITNESSETH

WHEREAS, Central Mississippi Public Improvement Corporation, a non-profit corporation organized and existing under the laws of the State of Mississippi (the “Corporation”), and the Municipality have entered into a Ground Lease (the “Ground Lease”), dated as of the date hereof, pursuant to which the Municipality has leased certain real property located in the Municipality as described therein (the “Property”) to the Corporation; and

WHEREAS, the Corporation, as lessor, and the Municipality, as lessee, have entered into a Lease and Option to Purchase, dated as of the date hereof (the “Lease”), pursuant to which the Municipality leased for governmental purposes from the Corporation the Property whereon the Municipality intends to have constructed and equipped a fire station and related facilities and certain equipment (the “Improvements” and together with the Property, the “Project”), and the Corporation agrees to lease the Project to the Municipality, all as authorized by Sections 31-8-1 *et seq.*, Mississippi Code of 1972, as amended and supplemented from time to time (the “Act”); and

WHEREAS, pursuant to an Assignment Agreement (the “Assignment Agreement”) by and between the Corporation and the Trustee, dated the date hereof, the Corporation has transferred all of its rights, title, claims, proceeds, rents and interest in and to the Ground Lease and the Lease, including the right to receive certain rental payments due thereunder (the “Base Rental”), to the Trustee for the benefit of the owners (the “Owners”) of the Certificates of Participation (City of Byram, Mississippi, Fire Station Lease Purchase Project), in one or more taxable or tax-exempt series, dated the date of delivery thereof, in an amount not to exceed \$_____, to be executed and delivered by the Trustee pursuant to this Trust Agreement (the “Certificates”); and

WHEREAS, the Trustee shall execute and deliver the Certificates evidencing proportionate interests in the Lease, including the right to receive Base Rental payable thereunder, and shall undertake such other responsibilities as are assigned to the Trustee pursuant to this Trust Agreement; and

WHEREAS, all acts, conditions and things required by law to exist, to have happened and to have been performed precedent to and in connection with the execution and entering into of this Trust Agreement do exist, have happened and have been performed in due time, form, and manner as required by law, and the parties hereto are duly authorized to execute and enter into this Trust Agreement.

NOW, THEREFORE, in consideration of the premises, of the acceptance by the Trustee of its duties hereby imposed, and of the purchase and acceptance of the Certificates by the Owners thereof, and to fix and declare the terms and conditions upon which the Certificates are to be

executed, delivered, secured, and accepted by all Persons who shall from time to time be or become Owners thereof, and to secure the payment of the Certificates and the interest with respect thereto according to their tenor, purport, and effect, and to secure the performance and observance of all of the covenants, agreements, and conditions contained therein, herein and in the Lease, the Municipality by these presents does hereby grant, bargain, release, convey, assign, transfer, and pledge unto the Trustee for the benefit of the Owners all its right, title, and interest in and to all amounts on hand from time to time in the Funds and Accounts established hereunder and any additional property that may from time to time, by delivery or by writing of any kind, be subjected to the lien hereof by the Municipality or by anyone on its behalf, subject only to the provisions of this Trust Agreement and the Lease including the following: described properties, rights, interests and privileges (the "Trust Estate").

I

All right, title, interest, claims and demands of the Corporation in and to the Ground Lease and the Lease (other than its obligation to have the Project constructed and its rights to indemnification and payment or reimbursement of its costs and expenses incurred in connection with the construction of the Project), which rights in and to the Base Rentals have been absolutely assigned as set forth in the Assignment Agreement.

II

Any and all other money and obligations (except for moneys held in the Rebate Fund) which at such time are deposited or are required to be deposited with, or are held or are required to be held by or on behalf of, the Trustee in trust under any of the provisions of this Trust Agreement, including without limitation money required to be deposited with the Trustee as Additional Rentals pursuant to Section 3.1(b) of the Lease, and any other right, title, and interest which at such time is subject to the lien of this Trust Agreement.

BUT IN TRUST, NEVERTHELESS, upon the terms and trusts herein set forth, and as specifically provided herein, for the benefit and security of all present and future of the Certificates, without preference, priority or distinction as to lien or otherwise of any one Certificate over any other Certificate, except as otherwise specifically provided herein, each and every Certificate issued and to be issued hereunder to have the same right, lien and privilege under and by virtue of this Trust Agreement as every other Certificate, and so that the Base Rental payments to be made with respect to such Certificates shall be secured hereby as hereinafter specified and shall be subject in all respects to the provisions hereof.

TO HAVE AND TO HOLD all of the above unto the Trustee and its successors and assigns forever for the equal and ratable benefit of the Owners from time to time of all the Certificates executed and delivered hereunder and Outstanding (as hereinafter defined), without any priority of any one Certificate over any other, upon the trusts and subject to the covenants and conditions hereinafter set forth.

PROVIDED, HOWEVER, these presents are upon the condition that, if all Base Rental payments to be made hereunder are made, at the times and in the manner stipulated herein, and there shall be kept, performed and observed, all and singular, the covenants and provisions in this

Trust Agreement expressed to be kept, performed and observed, according to the true intent and meaning of this Trust Agreement, then this Trust Agreement and the estate and rights hereby granted shall cease, determine and be void; otherwise to remain in full force and effect.

AND IT IS HEREBY COVENANTED AND DECLARED by and between the parties hereto that the terms and conditions upon which the Certificates are to be executed, delivered, issued, secured, received and accepted by all Persons who shall, from time to time, be or become Owners thereof, and the trusts and conditions upon which the Trustee shall hold and keep its trust, are as set forth herein.

NOW, THEREFORE, THIS TRUST AGREEMENT WITNESSETH:

ARTICLE I

APPOINTMENT OF TRUSTEE; DEFINITIONS AND RULES OF INTERPRETATION

SECTION 1.01 Appointment of Trustee.

_____, _____, _____, is hereby appointed and employed to act solely as set forth herein, to receive, hold, and disburse in accordance with the terms hereof the money to be paid to it, to execute and deliver Certificates representing proportionate interests in the Lease, including the Base Rental payable thereunder, to apply and disburse payments received pursuant to the Lease to Owners of such Certificates, and to perform certain other functions, all as hereinafter provided. By executing and delivering this Trust Agreement, the Trustee accepts the duties and obligations provided herein, but only upon the terms and conditions herein set forth.

SECTION 1.02 Definitions.

Unless the context otherwise requires, the terms defined in Section 1 of the Lease shall have the same meanings in this Trust Agreement. In addition, the terms defined in this Section 1.02 shall, for all purposes of this Trust Agreement, have the following respective meanings unless the context otherwise requires:

“Acquisition Costs” means, with respect to the Project and related facilities, the contract price paid or to be paid to or at the direction of the Contractor for the design, construction, equipping, and delivery of the Project and related facilities, in accordance with the Design-Build Agreement, and includes reimbursement to each the Municipality and the Corporation for any payments made by the Municipality or the Corporation prior to or subsequent to the execution of the Lease pursuant to the declaration of official intent of the governing body of each of the Municipality and the Corporation under Treasury Regulation 1.150-2. Acquisition Costs also include the cost of the site of the Project, if any, the costs of site preparation necessary for the construction and installation of the Project and related facilities, costs and expenses incurred in connection with the execution and delivery of the Certificates, the Ground Lease, the Lease, the Assignment Agreement and this Trust Agreement, and any and all agreements, instruments, certificates or other documents issued in connection therewith, any premium with respect to insurance of the Certificates, as well as administrative, engineering, legal, financial, and other costs incurred in connection with the design, construction, equipping, and delivery of the Project and

related facilities. Acquisition Costs also include capitalized interest, if any, for the period of construction of the Project plus one (1) year, less any amounts on deposit in the Interest Account for capitalized interest.

“Act” means Section 31-8-1 *et seq.*, Mississippi Code of 1972, as amended and supplemented from time to time.

“Additional Rental” means the amounts referred to as Additional Rental under Section 3.1(b) of the Lease.

“Arbitrage Rebate Agreement” means that certain agreement by and among the Municipality, the Corporation, and the Trustee and any and all modifications, alterations, amendments, and supplements thereto made in accordance with the provisions thereof and the Trust Agreement.

“Assignment Agreement” means that certain Assignment Agreement dated _____, 2022, by and between the Corporation and the Trustee pertaining to the assignment of all of the Corporation’s rights, title, claims, proceeds, rents, and interest in and to the Lease and the Ground Lease to the Trustee for the benefit of the Owners of the Certificates.

“Authorized Denomination” means denominations of \$100,000 each plus any integral of \$5,000.

“Base Rental” means the amounts referred to as such in Section 3.0(a) of the Lease, as such amounts may be adjusted from time to time in accordance with the terms thereof, but does not include Additional Rental.

“Base Rental Fund” means the Base Rental Fund established pursuant to Section 3.04 of this Trust Agreement.

“Beneficial Owner” means, whenever used with respect to a Certificate, the Person in whose name such Certificate is recorded as the beneficial owner of such Certificate by a DTC Participant on the records of such DTC Participant, or such Person’s subrogee.

“Business Day” means a day which is not a Saturday or Sunday, or a day on which the offices of the Municipality are authorized or required by law to be closed, or a day on which banking institutions are authorized or required by law to be closed in the State of New York or the State of Mississippi for commercial banking purposes or a day on which the New York Stock Exchange is closed.

“Cede & Co.” means Cede & Co., the nominee of DTC, and any successor nominee of DTC with respect to the Certificates.

“Certificate Fund” means the Certificate Fund established pursuant to Section 3.05 of this Trust Agreement.

“Certificate Obligation” means, as of any date of calculation, with respect to any Outstanding Certificate, the principal amount with respect thereto.

“Certificate of Completion” means the notice filed with the Trustee by the Corporation and/or the Municipality Representative, stating that the Improvements have been substantially completed, but reserving the rights of the Corporation and/or the Municipality against third parties.

“Certificate Register” means the records referred to in Section 2.08 of this Trust Agreement.

“Certificate Year” means the one-year (or shorter) period beginning on the day after the expiration of the preceding Certificate Year. The first Certificate Year shall begin on the Date of Delivery of the Certificates and ends on _____, 20__.

“Certificates” means the \$_____ Certificates of Participation, Series 2022 (City of Byram, Mississippi, Fire Station Lease Purchase Project), dated _____, 2022, and executed and delivered by the Trustee pursuant to this Trust Agreement.

“Closing Date” means _____, 2022, or such later date as may be set by the parties hereto.

“Code” means the Internal Revenue Code of 1986, as amended, and any Regulations promulgated thereunder and pursuant thereto.

“Corporation” means the Central Mississippi Public Improvement Corporation, a Mississippi non-profit corporation.

“Corporation Representative” means the President, Secretary, and any other officer of the Corporation authorized to act on behalf of the Corporation under and with respect to this Trust Agreement and all other agreements related hereto.

“Construction and Acquisition Fund” means the Construction and Acquisition Fund established pursuant to Section 3.02 of this Trust Agreement.

“Contingency Account” means the Contingency Account established within the Certificate Fund pursuant to Section 3.05 of this Trust Agreement.

“Contractor” means _____, _____, the contractor for the Project.

“Costs of Issuance” means all of the costs of issuing the Certificates, including, but not limited to, all printing and document preparation expenses in connection with this Trust Agreement, the Ground Lease, the Lease, the Assignment Agreement, the Certificates and any and all other agreements, instruments, certificates, or other documents issued in connection therewith; rating agency fees; CUSIP Service Bureau charges; market study fees; underwriter fees; legal fees and expenses of counsel with respect to the financing of the Project; any computer and other expenses incurred in connection with the Certificates; the initial fees and expenses of the Trustee and any paying agent (including without limitation, origination fees and first annual fees payable in advance); any title insurance premium and other fees and expenses incurred in connection with the issuance of the Certificates or the implementation of the financing for the Project.

“Costs of Issuance Account” means the Costs of Issuance Account established within the Construction and Acquisition Fund pursuant to Section 3.02 of this Trust Agreement.

“Municipality” means City of Byram, Mississippi, a political subdivision of the State.

“Municipality Representative” means the Mayor of the Municipality, the City Clerk of the Municipality, or another official designated by such officer and authorized to act on behalf of the Municipality under or with respect to this Trust Agreement and all other agreements related hereto.

“Design-Build Agreement” means the contract or contracts entered into by the Corporation with the Contractor with respect to the design, construction, equipping and delivery of the Project and related facilities.

“DTC” means The Depository Trust Corporation of New York, New York.

“DTC Participant” means any broker-dealer, bank or other financial institution for which DTC holds Certificates as the securities depository.

“Electronic Means” means a written communication sent by electronic means that allows the receiver to create a hard copy thereof and the receipt of which has been confirmed by the sender electronically or otherwise.

“Event of Default” shall have the meaning ascribed to such term in Section 8.01 hereof.

“Fiscal Year” means the fiscal year of the Municipality which at the date of this Trust Agreement is the period from October 1 to and including the following September 30.

“Fund” or “Account” means any Fund or Account created, established and maintained under the terms of this Trust Agreement.

“General Account” means the Account established within the Construction and Acquisition Fund pursuant to Section 3.02 of this Trust Agreement.

“Governing Body” means the Mayor and the Board of Aldermen of the Municipality.

“Ground Lease” means the Ground Lease, dated as of the date hereof, between the Municipality, as lessor, and the Corporation, as lessee, pursuant to which the Municipality agrees to lease the Property to the Corporation.

“Improvements” means those certain improvements which are designed, constructed, and equipped and delivered on the Property in accordance with the Plans and the Lease and described in **EXHIBIT A** to the Lease.

“Independent Counsel” means an attorney or firm of attorneys of recognized national standing in the field of municipal finance selected by the Municipality. Watkins & Eager PLLC, Jackson, Mississippi shall initially be the Independent Counsel.

“Interest Account” means the Interest Account established within the Certificate Fund pursuant to Section 3.05 of this Trust Agreement.

“Interest Payment Date” means _____ 1 and _____ 1 each year, commencing _____, 20__, until the maturity or earlier redemption date of the Certificates.

“Investment Earnings” means investment earnings received in respect of money on deposit in any Fund or Account established hereunder.

“Lease” means the Lease and Option to Purchase dated as of the date hereof by and between the Corporation as lessor and the Municipality as lessee whereby the Municipality leases the Property and Improvements from the Corporation.

“Lease Year” means the period from the Closing Date through _____, 20__, and thereafter each twelve month period from each _____ 1 to and including the following _____ 30 [31] during the term of the Lease.

“Net Proceeds” means when used with respect to any insurance recovery (including Property Insurance and title insurance) or condemnation award (or sale in lieu thereof) with respect to the Project, the gross proceeds from such insurance recovery or condemnation award (or sale in lieu thereof) or payment, less payment of attorneys’ fees, fees and expenses of the Trustee and all other expenses properly incurred in the collection of such proceeds.

“Non-Arbitrage Certificate” means the Tax and Non-Arbitrage Certificate provided by the Municipality on the date of execution and delivery of the Certificates.

“Original Purchaser” means _____, a _____.

“Outstanding” when used as of any particular time with respect to Certificates, means all Certificates theretofore executed and delivered by the Trustee under this Trust Agreement except:

- (1) Certificates theretofore canceled by the Trustee or surrendered to the Trustee for cancellation;
- (2) Certificates for payment or repayment of which funds or eligible securities in the necessary amount shall have theretofore been deposited with the Trustee in accordance with Section 9.01 hereof (whether on or prior to the maturity or redemption date of such Certificates), provided that, if such Certificates are to be redeemed prior to maturity, notice of such redemption shall have been given as provided herein or provision satisfactory to the Trustee shall have been made for the giving of notice; and
- (3) Certificates in lieu of or in exchange for which other Certificates shall have been executed and delivered by the Trustee pursuant to this Trust Agreement.

“Owner” means the registered owner, as indicated in the Certificate Register, of any Certificate.

“Paying Agent” shall mean any bank, trust Corporation or other institution designated by the Municipality, for the payment of principal of and interest on the Certificates and which shall initially be the same entity as the Trustee.

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

“Placement Agent” shall mean _____, _____, _____.

“Placement Agent Agreement” shall mean the Placement Agent Agreement between the Placement Agent and the Original Purchaser, dated _____, 2022.

“Plans” means the plans and specifications for the Project approved by the Corporation, with the consent of the Municipality. It is anticipated that the Plans will be developed and approved by the Corporation, with the consent of the Municipality, in one phase. Said specifications may from time to time be amended by the Corporation, with the consent of the Municipality, but no such amendment may be made which would increase the cost of the Project beyond the amount of money available, in the determination of the Corporation, with the consent of the Municipality, to pay the same or which would change the character of the Project to the extent that it would cease to be of the nature described in the Plans or adversely affect the tax exempt status of interest on the Certificates or otherwise violate Section 2(b) of the Lease.

“Principal Account” means the Principal Account established within the Certificate Fund pursuant to Section 3.05 of this Trust Agreement.

“Project” means and includes, the Property and the Improvements to be constructed and installed on the Property with the proceeds of the Certificates.

“Property” means the real property described in **EXHIBIT D** hereto.

“Property Insurance” means the insurance required to be maintained by the Municipality under Section 4.4 of the Lease.

“Qualified Investments” means and includes all securities, instruments and the like in which the Municipality is authorized to invest its funds in accordance with applicable State law and the rules and regulations promulgated by the State Treasurer pursuant to Section 31-19-5, Mississippi Code of 1972, as amended.

“Rebate Fund” means the Fund by that name established pursuant to Section 3.07 of this Trust Agreement.

“Rebate Requirement” shall have the meaning ascribed to such term in the Arbitrage Rebate Agreement.

“Record Date” means the fifteenth day of the month next preceding an Interest Payment Date, whether or not a Business Day.

“Redemption Account” means the Redemption Account established within the Certificate Fund pursuant to Section 3.05 of this Trust Agreement.

“Regulation” means any of the regulations promulgated from time to time under the Code by the United States Department of the Treasury.

“Special Account” means the Special Account established by the Trustee pursuant to Section 3.10 for the purposes described therein.

“Special Counsel” means an attorney-at-law or a firm of attorneys, designated by the Municipality, of nationally recognized standing in matters pertaining to the tax-exempt nature of interest on bonds or similar instruments issued by states and their political subdivisions, duly admitted to the practice of law before the highest court of any state of the United States of America. The initial Special Counsel is Watkins & Eager PLLC, Jackson, Mississippi.

“Total Maturity Amount” means, with respect to any Outstanding Certificate, the aggregate principal amount thereof.

“Trustee” means _____, _____, _____, a national banking association organized and existing under the laws of the United States of America, as trustee hereunder, or any successor trustee appointed pursuant to Article V of this Trust Agreement.

SECTION 1.03 Rules of Construction. Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context otherwise indicates, words importing the singular shall include the plural and vice versa, and words importing Persons shall include corporations and associations, including public bodies, as well as natural Persons.

SECTION 1.04 Authorization. Each of the parties hereby represents and warrants that it has full legal authority and is duly empowered to enter into this Trust Agreement and has taken all actions necessary to authorize the execution and delivery of this Trust Agreement.

ARTICLE II

CERTIFICATES OF PARTICIPATION

SECTION 2.01 Designation.

The Trustee is hereby authorized and directed by the Corporation and the Municipality to prepare, execute, authenticate and deliver the Certificates in the form set forth in **EXHIBIT A** hereto in the aggregate principal amount of \$_____, evidencing undivided fractional interests of the Owners thereof in each of the Base Rental payments to be made by the Municipality under the Lease to the Original Purchaser pursuant to the terms of this Trust Agreement but only upon receipt of the following documents:

- (a) an executed copy of the Ground Lease;
- (b) an executed copy of the Lease;
- (c) an opinion of Special Counsel to the effect that the interest component of the Base Rental payments is excludable from gross income of the Registered Owners for federal income tax purposes;
- (d) an executed copy of this Trust Agreement;
- (e) an executed copy of the Arbitrage Rebate Agreement;
- (f) an executed copy of the Assignment Agreement;
- (g) an executed copy of the Design-Build Agreement; and
- (h) a title insurance commitment or certificate of title in connection with the Property satisfactory to the Municipality, the Corporation, the Trustee, and the Original Purchaser.

SECTION 2.02 Description of Certificates.

The Certificates shall be registered in book-entry form as to both principal and interest; shall be dated as of _____, 2022; shall be issued in minimum denominations of \$100,000 each and increments of \$1,000 thereafter; shall be numbered from one (1) upward in the order of issuance; shall bear interest from the date thereof at a rate of interest of _____% calculated on the basis of a year of 360 days of 12 30-day months, payable on _____ 1 and _____ 1 of each year, commencing _____, 20__; and shall mature and become due and payable on _____ 1, 20__ *:

Interest with respect to each Certificate shall accrue from the Interest Payment Date next preceding the date of execution thereof, unless (a) it is executed after a Record Date and before the close of business on the immediately following Interest Payment Date, in which event interest with respect thereto shall be payable from such Interest Payment Date; or (b) it is executed prior

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

to the close of business on the first Record Date, in which event interest with respect thereto shall be payable from _____, 2022; provided, however, that if at the time of registration of any Certificate interest with respect thereto is in default, interest with respect thereto shall be payable from the Interest Payment Date to which interest has previously been paid or made available for payment.

Interest with respect to any Certificate shall be computed using a year of 360 days comprised of 12 30-day months and shall be payable on each Interest Payment Date to the Owner thereof as of the close of business on the Record Date, such interest to be paid by check of the Trustee, mailed on the Interest Payment Date to the Owner by first class mail, postage prepaid, at his address as it appears on the Certificate Register. Payments of defaulted interest shall be paid by check or draft to the Owners of the Certificates as of a special record date to be fixed by the Trustee, notice of which special Record Date shall be given to the Owners of the Certificates not less than 10 days prior thereto. Principal and premium, if any, with respect to any Certificate are payable upon surrender thereof at maturity or earlier redemption at the corporate trust office of the Trustee in _____, Mississippi, or at the office of any Paying Agent. The principal, premium, if any, and interest with respect to the Certificates shall be payable in lawful money of the United States of America.

SECTION 2.03 Form.

The Certificates shall be substantially in the form set forth in **EXHIBIT A** attached hereto and incorporated herein by reference, with such appropriate variations, omissions, and insertions as are permitted or required by this Trust Agreement.

SECTION 2.04 Execution.

(a) The Certificates shall be executed by and in the name of the Trustee with the manual or facsimile signature of an authorized representative of the Trustee. In case any officer of the Trustee whose signature or whose facsimile signature shall appear on the Certificates shall cease to be such officer before the delivery of such Certificates, 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 Certificate may be executed and attested on behalf of the Trustee by such officer as at the time of the execution of such Certificates shall be duly authorized or hold the proper office of the Trustee although at the date borne by the Certificates or at the date of delivery of the Certificates such officer may not have been so authorized or have held such office.

(b) No Certificate shall be valid or obligatory for any purpose or entitled to any security or benefit under this Trust Agreement unless and until a certificate of authentication on such Certificate substantially in the form provided in **EXHIBIT A** hereto shall have been duly executed by the Trustee, and such executed certificate of the Trustee upon any such Certificate shall be conclusive evidence that such Certificate has been authenticated and delivered under this Trust Agreement.

The Trustee's certificate of authentication on any Certificate shall be deemed to have been executed by 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 Certificates. The signature of the authorized representative or signatory of the Trustee shall be manual.

SECTION 2.05 Transfer and Exchange.

The registration of any Certificate may be transferred upon the Certificate Register upon surrender of such Certificate to the Trustee. Such Certificate shall be endorsed or accompanied by delivery of the written instrument of transfer shown in **EXHIBIT A** hereto, duly executed by the Owner or its duly authorized attorney. Prior to any such transfer the Trustee may require payment of such reasonable transfer fees as the Trustee may establish and the payment of any tax or governmental charge to be paid with respect to such transfer. Upon such registration of transfer, a new Certificate or Certificates, of like tenor and maturity in the same Total Maturity Amount and in Authorized Denominations, will be executed and delivered to the transferee in exchange therefor.

The Municipality, the Corporation and the Trustee shall deem and treat the Person in whose name any Outstanding Certificate shall be registered upon the Certificate Register as the absolute Owner of such Certificate, whether the principal of or interest with respect to such Certificate shall be overdue or not, for the purpose of receiving payment of principal, premium (if any) and interest with respect to such Certificate and for all other purposes, and any such payments so made to any such Owner or upon such Person's order shall be valid and effective to satisfy and discharge the liability upon such Certificate to the extent of the sum or sums so paid, and neither the Municipality nor the Trustee shall be affected by any notice to the contrary. The Municipality and the Corporation agree, to the extent permitted by law, to indemnify and save the Trustee harmless from and against any and all loss, cost, charge, expense, judgment or liability incurred by it, while acting in good faith and without gross negligence or willful default hereunder, in so treating such Owner.

Certificates may be exchanged at the corporate trust office of the Trustee for Certificates of like tenor, maturity and Total Maturity Amount of other Authorized Denominations. All Certificates surrendered in any such exchange shall thereupon be canceled by the Trustee. The Trustee may charge the Owner a reasonable sum for each new Certificate executed and delivered upon any exchange and the Trustee may require the payment by the Owner requesting such exchange of any tax or other governmental charge required to be paid with respect to such exchange.

The Trustee shall not be required to register the transfer or exchange of any Certificate that has been called or is subject to being called for redemption, during a period beginning at the opening of business 15 days before any selection of Certificates to be prepaid through the close of business on the applicable payment date, except for the unredeemed portion of any Certificate prepaid only in part.

SECTION 2.06 Certificates Mutilated, Lost, Destroyed or Stolen.

If any Certificate shall become mutilated, the Trustee, at the expense of the Owner of such Certificate, shall execute and deliver a new Certificate of like tenor and Authorized Denomination

in exchange and substitution for the Certificate so mutilated, but only upon surrender to the Trustee of the Certificate so mutilated. Every mutilated Certificate so surrendered to the Trustee shall be canceled and the Trustee shall deliver a certificate of destruction to the Municipality. If any Certificate shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the Trustee and if such evidence is satisfactory to the Trustee and security and/or indemnity satisfactory to the Trustee, the Municipality and the Corporation has been given, the Trustee shall, at the expense of the Owner, execute and deliver a new Certificate of like tenor and denomination in lieu of and in substitution for the Certificate so lost, destroyed or stolen. The Trustee may require payment of a reasonable fee for each new Certificate delivered under this Section 2.06 and of the expenses which may be incurred by the Trustee in carrying out its duties under this Section 2.06. Any Certificate executed and delivered under the provisions of this Section 2.06 in lieu of any Certificate claimed to be lost, destroyed or stolen shall be equally and proportionately entitled to the benefits of this Trust Agreement with all other Certificates. Notwithstanding any other provision of this Section 2.06, in lieu of delivering a new Certificate in exchange and substitution for a Certificate which has been mutilated, lost, destroyed or stolen, and which has matured, or is about to mature, or has been called for redemption, the Trustee may make payment of the principal of or interest with respect to such Certificate.

SECTION 2.07 Execution of Documents and Proof of Ownership.

Any request, direction, consent, revocation of consent or other instrument in writing required or permitted by this Trust Agreement to be signed or executed by Owners may be in any number of concurrent instruments of similar tenor, and may be signed or executed by such Owners in Person or by their attorneys or agents appointed by an instrument in writing for that purpose. Proof of the execution of any such instrument, or of any instrument appointing any such attorney or agent shall be sufficient for any purpose of this Trust Agreement (except as otherwise herein provided), if made in the following manner. The fact and date of the execution by any Owner or its attorney or agent of any such instrument, and of any instrument appointing any such attorney or agent, may be proved by a certificate, which need not be acknowledged or verified, of an officer of any bank or trust Corporation located within the United States of America, or of any notary public or other officer authorized to take acknowledgments of deeds to be recorded in such jurisdictions, that the Person signing such instrument acknowledged before him the execution thereof. Where any such instrument is executed by an officer of a corporation or association or a member of a partnership on behalf of such corporation, association or partnership, such certificate shall also constitute sufficient proof of such Person's authority.

Nothing contained in this Section 2.07 shall be construed as limiting the Trustee to such proof, it being intended that the Trustee may accept any other evidence of the matters herein stated which it may deem sufficient. Any request or consent of the Owner of any Certificate shall bind every future Owner of the same Certificate in respect of anything done or suffered to be done by the Trustee in pursuance of such request or consent.

SECTION 2.08 Certificate Register.

The Trustee shall keep or cause to be kept at its corporate trust office sufficient records for the registration and registration of transfer of the Certificates (the "Certificates Register"), which records shall at all times during regular business hours be open to inspection by the Municipality

and the Corporation. Upon presentation for registration of transfer, the Trustee shall, as above provided and under such reasonable regulations as it may prescribe subject to the provisions hereof, register or register the transfer of the Certificates, or cause the same to be registered or cause the registration of the same to be transferred, on such records.

SECTION 2.09 Non-presentment of Certificates.

Except as otherwise provided in Section 2.10 hereof, in the event any Certificates shall not be presented for payment when the principal thereof becomes due, if funds sufficient to pay such Certificates shall be held by the Trustee for the benefit of the Owner or Owners thereof, all liability of the Municipality or the Corporation to the Owner or Owners thereof for the payment of the portion of Base Rental corresponding to the principal amount of such Certificates shall forthwith cease and be completely discharged and thereupon it shall be the duty of the Trustee to hold such funds (subject to Section 2.10 hereof), without liability for interest thereon, for the benefit of the Owner or Owners of such Certificates who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on, or with respect to, such Certificates.

SECTION 2.10 Unclaimed Money.

All money which the Trustee shall have received from any source and set aside for the purpose of paying or redeeming any of the Certificates shall be held in trust for the respective Owners of such Certificates, but any money which shall be so set aside or deposited by the Trustee and which shall remain unclaimed by the Owners of such Certificates for a period of four (4) years after the date on which any payment or redemption with respect to such Certificates shall have become due and payable shall be paid to the Municipality; provided, however, that at least 30 days before making any such payment, the Trustee shall at the expense of the Municipality cause notice to be mailed to the Owners of such Certificates, by first-class mail, postage prepaid at their address as shown on the Certificate Register. During any period in which the Trustee holds such unclaimed money, the Trustee shall not be required to invest such money. Thereafter, the Owners of such Certificates shall look only to the Municipality for payment and then only to the extent of the amount so received without any interest thereon, and the Trustee shall have no responsibility with respect to such money.

SECTION 2.11 Securities Depository.

(a) Definitive Certificates initially shall be issued in the form of a separate single fully registered Certificate for each of the maturities of the Certificates and may be issued in typewritten form. Upon the initial issuance, the ownership of each such Certificate shall be registered in the name of Cede & Co. Purchasers of beneficial ownership interests in the Certificates will not receive authenticated Certificates from the Trustee evidencing their ownership interests.

(b) With respect to Certificates registered in the name of Cede & Co., the Municipality, the Corporation and the Trustee shall have no responsibility or obligation to any DTC Participant or to any Person on behalf of whom such DTC Participant holds an interest in the Certificates. The Municipality, the Corporation and the Trustee shall have no responsibility or obligation with respect to (1) the accuracy of the records of DTC, Cede & Co., or any DTC Participant with respect to any ownership interest in the Certificates, (2) the delivery to any DTC Participant or any other

Person, other than a Registered Owner, as shown on the Certificate Register, of any notice with respect to the Certificates, including any notice of redemption or any other notice required under this Trust Agreement, or (3) the payment to any DTC Participant or any other Person, other than a Registered Owner, as shown in the Certificate Register of any amount with respect to principal of, premium, if any, or interest on the Certificates. Notwithstanding any other provision of this Trust Agreement to the contrary, the Municipality, the Corporation and the Trustee shall be entitled to treat and consider the Person in whose name each Certificate is registered on the Certificate Register as the absolute Registered Owner of such Certificate for the purpose of payment of principal of, premium, if any, and interest on the Certificate, for the purpose of registering transfers with respect to such Certificates, voting such Certificate and all other purposes whatsoever. The Trustee shall pay all principal of, premium, if any, and interest on the Certificates only to or upon the order of the respective Registered Owners, as shown in the Certificate Register as provided in this Trust Agreement, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the Municipality's obligations with respect to payment of principal of, premium, if any, and interest on the Certificates to the extent of the sum or sums so paid. So long as all Certificates are registered in the name of Cede & Co., no Person other than a Registered Owner, as shown in the Certificate Register, shall receive a Certificate evidencing the obligation of the Municipality to make payments of amounts due pursuant to this Trust Agreement. 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 Trust Agreement with respect to interest checks or drafts being mailed to the registered owner as of the close of business on the record date, the word "Cede & Co." in this Trust Agreement shall refer to such nominee of DTC.

(c) In the event that the Municipality or the Trustee determines that DTC is incapable of discharging its responsibilities described herein and in the Letter of Representations of the Municipality to DTC (the "DTC Letter of Representations"), or that it is in the best interest of the beneficial Registered Owners of the Certificates that they be able to obtain authenticated Certificates, or in the event DTC is no longer willing to act as securities depository for the Certificates, the Municipality shall appoint a successor securities depository, qualified to act as such under Section 17A of the Securities and Exchange Act of 1934, as amended, notify DTC and the DTC Participants of the appointment of such successor securities depository and transfer one or more separate Certificates to DTC Participants having Certificates credited to their DTC accounts. In such event, the Certificates shall no longer be restricted to being registered in the Certificate Register in the name of Cede & Co., as nominee for DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Registered Owners transferring or exchanging Certificates shall designate, in accordance with the provisions of this Trust Agreement. All references herein to DTC or Cede & Co. shall thereafter refer to such depository or its nominee, respectively. In addition, the Corporation, with the prior consent of the Municipality, at its discretion and upon reasonable prior written notice to DTC, may elect to issue Certificates to registered owners other than DTC or a successor securities depository. The Certificates shall thereupon no longer be restricted to being registered in the name of Cede & Co., but may be registered in whatever name or names of the Registered Owners thereof as shall be provided by DTC or a DTC Participant, and subsequently in whatever name or names

Registered Owners transferring or exchanging Certificates shall designate in accordance with this Section 2.11.

(d) Notwithstanding any other provision of this Trust Agreement to the contrary, so long as any Certificates are registered in the name of Cede & Co., all payments with respect to principal of, premium, if any, and interest on such Certificates, and all notices with respect to such Certificates, shall be made and given by the Trustee to DTC as provided herein and by DTC to its DTC Participants and the Beneficial Owners of such Certificates, in the manner provided in the DTC Letter of Representations

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., the Certificates will be transferable to such new nominee in accordance with paragraph (d) hereof.

In the event the Municipality determines that it is in the best interest of the Beneficial Owners that they be able to obtain Certificates in certificated form, the Municipality may notify DTC and the Trustee, whereupon DTC shall notify the Participants of the availability through DTC of Certificates in certificated form. In such event, the Certificates will be transferable in accordance with paragraph (d) hereof. DTC may determine to discontinue providing its services with respect to the Certificates at any time by giving notice to the Municipality and the Trustee and discharging its responsibilities with respect thereto under applicable law. In such event the Certificates will be transferable in accordance with paragraph (d) hereof.

In the event that any transfer or exchange of Certificates is permitted under paragraph (b) or (c) hereof, such transfer or exchange shall be accomplished upon receipt by the Trustee of the Certificates to be transferred or exchanged and appropriate instruments of transfer to the permitted transferee in accordance with the provisions of this Trust Agreement. In the event Certificates in Certificated form are issued to Registered Owners other than Cede & Co., its successor as nominee for DTC as Registered Owner of all the Certificates, or another securities depository as Registered Owner of all the Certificates, the provisions of this Trust Agreement shall also apply to all matters relating thereto, including, without limitation, the printing of such Certificates in Certificated form and the method of payment of principal of and interest on such Certificates in Certificated form.

SECTION 2.12 Temporary Certificates.

Pending preparation of the definitive Certificates, any Certificates delivered under this Trust Agreement may be initially delivered in temporary form exchangeable for definitive Certificates when ready for delivery. The temporary Certificates may be printed, lithographed or typewritten, shall be of such denomination as may be determined by the Trustee, the Corporation and the Original Purchaser, shall be in registered form and may contain such reference to any of the provisions of this Trust Agreement as may be appropriate. Every temporary Certificate shall be executed by the Trustee and be delivered by the Trustee upon the same conditions and in substantially the same manner as definitive fully registered Certificates. If the Trustee delivers temporary Certificates, the Corporation shall cause to be delivered to the Trustee definitive Certificates and the Trustee shall execute and furnish definitive Certificates without delay and, thereupon, the temporary Certificates shall be surrendered for cancellation at the corporate trust

office of the Trustee in _____, Mississippi, and the Trustee shall deliver in exchange for such temporary Certificates an equal aggregate principal amount of definitive fully registered Certificates with the same certificate payment dates and interest rate or rates. Until so exchanged, the temporary Certificates shall be entitled to the same benefits under this Trust Agreement as definitive Certificates delivered pursuant hereto.

SECTION 2.13 Corporation.

The Corporation is a party to this Trust Agreement for (a) the purpose of ratifying and confirming the terms and provisions of the Assignment Agreement and (b) complying with Section 7.05 hereof.

ARTICLE III

FUNDS AND ACCOUNTS

SECTION 3.01 Application of Proceeds of Sale of the Certificates.

Upon the receipt of payment for the Certificates when the same shall be sold to the Original Purchaser or purchasers thereof, the proceeds of such sale of \$_____ shall be paid to the Trustee and deposited as follows:

- (1) The Trustee shall deposit into the Costs of Issuance Account of the Construction and Acquisition Fund the sum of \$_____.
- (2) The Trustee shall deposit into the Capitalized Interest Fund the sum of \$_____.
- (3) The Trustee shall deposit into the General Account of the Construction and Acquisition Fund the sum of \$_____.

SECTION 3.02 Establishment and Application of Construction and Acquisition Fund.

There is hereby established in trust a special fund designated the "Construction and Acquisition Fund," which shall be held by the Trustee and which shall be kept separate and apart from all other Funds and money held by the Trustee. Money in the Construction and Acquisition Fund shall be expended for the payment of Acquisition Costs and Costs of Issuance. The Trustee shall administer such Fund and the Accounts thereof as provided in this Article III. Within the Construction and Acquisition Fund, the Trustee shall establish a Costs of Issuance Account and a General Account:

- (a) Costs of Issuance Account. There shall be deposited in the Costs of Issuance Account of the Construction and Acquisition Fund that portion of the proceeds of the Certificates required to be deposited pursuant to Section 3.01 hereof. The Trustee shall disburse money from the Costs of Issuance Account on and after the Closing Date and in such amounts as are necessary to pay Costs of Issuance, in each case in accordance with a payment request form in the form attached hereto as **EXHIBIT B** together with invoices therefor. Any amounts remaining in the Cost of Issuance Account on the earlier of the date on which the Municipality has notified the Trustee in writing

that all Costs of Issuance have been paid or 90 days after the Closing Date shall be transferred to the General Account in the Construction and Acquisition Fund.

(b) General Account. There shall be deposited in the General Account of the Construction and Acquisition Fund that portion of the proceeds of the Certificates required to be deposited pursuant to Section 3.01 hereof, and any money received by the Trustee as payment under any performance or labor and material bond given in connection with the Project, any money received by the Trustee from or on behalf of the Municipality pursuant to the Lease, or as proceeds under any builders all-risk insurance provided with respect to the Project. The Trustee shall from time to time, disburse money from the General Account in the Construction and Acquisition Fund to pay Acquisition Costs, as hereinafter provided, in each case promptly after receipt of a written request of a Corporation Representative in the form attached hereto as **EXHIBIT C** together with American Institute of Architects' Form G702.

In making such payments, the Trustee may rely upon the representations made in such written request. If for any reason the Corporation should decide prior to the payment of any item in said written request not to pay such item, then it shall give written notice of such decision to the Trustee and thereupon the Trustee shall not make such payment, and the Trustee shall have no liability to the Corporation or the designated payee as a result of such nonpayment.

In no event shall the Trustee be responsible for the improper use of money properly disbursed pursuant to requests made under this Section.

If, after payment by the Trustee of all written requests theretofore tendered to the Trustee under the provisions of this Section, and delivery to the Trustee of the Certificate of Completion, there shall remain any balance of money in the General Account of the Construction and Acquisition Fund, all moneys so remaining shall be transferred, first, in integral multiples of \$5,000, to the Redemption Account in the Certificate Fund with any remaining balance less than \$5,000 being transferred to the Interest Account of the Certificate Fund.

SECTION 3.03 Reserved.

SECTION 3.04 Establishment and Application of Base Rental Fund.

There is hereby established in trust a special fund designated the "Base Rental Fund", which shall be held by the Trustee and which shall be kept separate and apart from all other funds and moneys held by the Trustee. The Trustee shall administer such Fund as provided in this Article III. The Base Rental Fund shall be maintained by the Trustee until all required Base Rental is paid in full pursuant to the terms of the Lease, or until such earlier date as there are no Certificates Outstanding. With the exception of delinquent Base Rental payments, all Base Rental payments received by the Trustee shall be deposited in the Base Rental Fund.

The Trustee shall transfer on each Interest Payment Date from the Base Rental Fund to the following accounts the following amounts: (a) to the Interest Account in the Certificate Fund, an amount which, together with money on deposit therein, equals the interest then due on such Interest Payment Date with respect to the Certificates in accordance with the terms of this Trust Agreement, and (b) to the Principal Account in the Certificate Fund, or if applicable to the Redemption Account in the Certificate Fund, an amount which, together with money on deposit therein, equals the

principal then due or required to be prepaid on such Interest Payment Date, or if applicable, the Redemption Date with respect to the Certificates.

After delivery of the Certificate of Completion, any amounts remaining in the Base Rental Fund on _____ of each year, after the foregoing transfers have been made, shall be paid first to pay the Rebate Requirement and second to the Municipality.

SECTION 3.05 Establishment and Application of Certificate Fund.

There is hereby established in trust a special Fund designated the “Certificate Fund” which shall be held by the Trustee and which shall be kept separate and apart from all other funds and moneys held by the Trustee. The Trustee shall administer such Fund as provided in this Article III. The Certificate Fund shall be maintained by the Trustee until all required Base Rental is paid in full pursuant to the terms of the Lease, or until such earlier date as there are no Certificates Outstanding. Within the Certificate Fund, the Trustee shall establish the following accounts:

- (a) Interest Account;
- (b) Principal Account;
- (c) Redemption Account;
- (d) Contingency Account; and
- (e) Special Account.

Moneys transferred to the Interest Account and the Principal Account pursuant to Section 3.04 hereof shall be applied by the Trustee to the payment of interest and principal, due and payable with respect to the Certificates on each Interest Payment Date.

Any delinquent Base Rental payments and any liquidated damages with respect to the Project received by the Trustee shall be deposited in the Contingency Account. Amounts on deposit in the Contingency Account shall be transferred by the Trustee first, to the Interest Account for immediate payment of interest payments past due, and second, to the Principal Account for the immediate payment of principal payments past due according to the tenor of any Certificate. Except as provided in Section 8.09 hereof, any amounts remaining in the Contingency Account after the foregoing transfers have been made shall be transferred to the Base Rental Fund.

If Base Rental is not received by the Trustee on or before the Rental Deposit Date, the Trustee shall immediately give written notice thereof to the Municipality.

Any Net Proceeds of Property Insurance or awards in respect of a taking under the power of eminent domain not required to be used for repair, reconstruction or replacement of the Project in accordance with Section 3.10 hereof, any moneys received as a result of material defect in the title to the Project or damages in accordance with Section 3.11 hereof or other payments received for the enforcement of the rights and powers of the Trustee under Sections 3.10 and 8.09 hereof

and any other amounts provided for the redemption prior to maturity of Certificates in accordance with Section 3.10 hereof shall be deposited by the Trustee in the Redemption Account in the Certificate Fund. On the redemption date selected by the Trustee, the Trustee shall withdraw from the Redemption Account and pay to the Registered Owners entitled thereto the redemption price of the Certificates to be redeemed on such date in accordance with Section 4.01(b) hereof.

Any funds transferred pursuant to Section 3.02 hereof from the General Account of the Construction and Acquisition Fund after delivery to the Trustee of the Certificate of Completion shall be deposited by the Trustee in the Redemption Account in the Certificate Fund. On the redemption date selected by the Trustee, the Trustee shall withdraw from the Redemption Account and pay to the Registered Owners entitled thereto the redemption price of the Certificates to be redeemed prior to maturity on such date in accordance with Section 4.02(b) hereof.

Any funds transferred to the Special Account of the Certificate Fund in accordance with Section 3.10 hereof, shall be applied in accordance with the terms and provision of Section 3.10 hereof

SECTION 3.06 Reserved.

SECTION 3.07 Establishment and Application of Rebate Fund.

There is hereby established in trust a special Fund designated the “Rebate Fund,” which shall be held by the Trustee and which shall be kept separate and apart from all other Funds and moneys held by the Trustee and shall not be held in the Trust Estate. The Trustee shall administer the Rebate Fund as provided in this Article III. The Trustee shall deposit monies in the Rebate Fund pursuant to written instructions from the Municipality in accordance with the provisions of the Arbitrage Rebate Agreement. Except as set forth in the following sentence, amounts in the Rebate Fund shall only be applied to payments made to satisfy the Rebate Requirement, to the extent that such payments are required pursuant to the provisions of the Arbitrage Rebate Agreement.

The Trustee shall, upon request and direction from the Municipality, transfer to or upon the order of the Municipality any amounts on deposit in the Rebate Fund in excess of the amount, if any, required to be maintained or held therein in accordance with the provisions of the Arbitrage Rebate Agreement.

SECTION 3.08 Surplus.

After payment of all amounts due with respect to the Certificates and payment of all fees and expenses to the Trustee and the Rebate Agreement, or satisfactory provision for such payments having been made, any amounts remaining in any of the Funds or Accounts established hereunder and not required for such purposes shall be remitted to the Municipality and used for any lawful purpose thereof.

SECTION 3.09 Additional Rental.

In the event the Trustee receives Additional Rental pursuant to the Lease, such Additional Rental shall be applied by the Trustee solely to the payment of any costs or other amounts owed

in respect of which such Additional Rental was received, and shall not be commingled in any way with any other funds received by the Trustee pursuant to the Lease or this Trust Agreement.

SECTION 3.10 Repair or Replacement; Application of Property Insurance Proceeds and Condemnation Awards.

If the Project shall be damaged, destroyed, or shall be taken by eminent domain proceedings, the Municipality shall continuously and diligently prosecute or cause to be prosecuted the repair or replacement thereof, unless the Municipality elects not to repair or replace the Project in accordance with the provisions of this Section 3.10 and the Lease.

The Net Proceeds of any Property Insurance, including the Net Proceeds of any self-insurance fund, and the proceeds of any condemnation award, received on account of any damage, destruction or taking of the Project shall be held by the Trustee in the Special Account and made available for, and to the extent necessary be applied to, the cost of repair or replacement upon the submission of a payment request together with proper supporting documentation. Pending such application, such proceeds may be invested by the Trustee, as directed in writing by the Municipality, in Qualified Investments that mature not later than such times as moneys are expected to be needed to pay such costs of repair or replacement.

Notwithstanding the foregoing, the Municipality shall notify in writing the Trustee within 90 days of the receipt by the Trustee of Property Insurance or condemnation proceeds, whether the Municipality intends to replace or repair the portion of the Project with respect to which Net Proceeds were received. If the Municipality elects to replace or repair such portion of the Project, the Municipality shall promptly deposit with the Trustee the full amount of any Property Insurance or condemnation proceeds to be credited to the Special Account. The Municipality shall replace or repair such portion of the Project as required in the Lease, unless (a) it deposits the full amount of any insurance deductible necessary, together with the proceeds of Property Insurance, to redeem prior to maturity the Certificates relating to such portion of the Project and (b) the Base Rental with respect to the remaining portion of the Project is sufficient to pay the Certificate Obligation and interest due with respect to the Certificates to remain Outstanding after the date on which Certificates relating to such portion of the Project are redeemed. The Net Proceeds of any Property Insurance, including the proceeds of any self-insurance fund and the proceeds of any condemnation award, not applied to repairing or replacing damaged, destroyed or taken property, or in respect of which notice in writing by the Municipality of its intention to apply the same to the work of repairing or replacing the property damaged, destroyed or taken shall not have been given to the Trustee within 90 days after receipt of such Net Proceeds by the Trustee, or which the Municipality shall at any time during such period have notified the Trustee are not to be so applied, shall forthwith be deposited into the Redemption Account and applied to the redemption prior to maturity of Certificates in accordance with Section 4.01(b) hereof.

SECTION 3.11 Title Insurance.

Proceeds of any policy of title insurance received by the Trustee in respect of the Project shall be applied and disbursed by the Trustee as follows:

(a) If the Municipality determines that the title defect giving rise to such proceeds has not materially affected the operation of the Project, upon the written instructions from the Municipality, such proceeds shall be remitted to the Municipality.

(b) If the Municipality determines that any portion of the Project has been materially affected by such title defect, then the Trustee at the written direction of the Municipality, shall immediately deposit such proceeds in the Redemption Account of the Certificate Fund and such proceeds shall be applied to the redemption prior to maturity of Certificates in accordance with Section 4.01(b).

SECTION 3.12 Application of Amounts After Default by Municipality.

All damages or other payments received by the Trustee for the enforcement of any rights and powers of the Trustee under such Section 12 of the Lease, shall be held and applied in accordance with Section 8.09 hereof.

SECTION 3.13 Held in Trust.

The money and investments held by the Trustee hereunder are irrevocably held in trust for the purposes herein specified, and such money, and any income or interest earned thereon, shall be expended only as provided herein, and shall not be subject to levy or attachment or lien by or for the benefit of any creditor of (i) the Corporation, (ii) the Municipality, (iii) the Trustee or (iv) any Owner of Certificates.

SECTION 3.14 Investments Authorized.

Money held by the Trustee in any Fund or Account hereunder shall be invested by the Trustee in Qualified Investments upon the written request (or the oral request confirmed in writing) of the Municipality, shall be registered in the name of the Trustee where applicable, as Trustee, and shall be held by the Trustee. Funds held in the Redemption Account of the Certificate Fund shall be yield restricted if held in said accounts for a period exceeding 12 months. The Trustee may purchase or sell to itself or any affiliate, as principal or as agent, investments authorized by this Section 3.14. The Trustee may act as agent in the making or disposing of any investment. The Trustee shall not be responsible or liable for any loss suffered in connection with any investment of funds made by it in accordance with this Section. The Trustee may make any investments through the investment department of the Trustee, utilizing Qualified Investments.

SECTION 3.15 Reports.

The Trustee shall furnish monthly to the Municipality a report of all investments made by the Trustee and of all amounts on deposit in each Fund and Account maintained hereunder.

SECTION 3.16 Valuation and Disposition of Investments.

For the purpose of determining the amount in any Fund or Account hereunder, all Qualified Investments shall be valued at the market value thereof. The Trustee may sell at the best price obtainable, or present for redemption, any Qualified Investment so purchased by the Trustee whenever it shall be necessary in order to provide monies to meet any required payment, transfer,

withdrawal or disbursement from any Fund or Account hereunder, and the Trustee shall not be liable or responsible for any loss resulting from such investment or sale.

SECTION 3.17 Application of Investment Earnings.

Until such time as the Trustee shall have received the Certificate of Completion, investment earnings received in respect of money on deposit in the General Account of the Construction and Acquisition Fund shall be deposited in the Interest Account of the Certificate Fund, or shall remain in the General Account of the Construction and Acquisition Fund, at the written request of the Municipality. All other investment earnings, and after the Trustee has received the Certificate of Completion, all investment earnings except all investment earnings in the Rebate Fund, shall be deposited into the following Funds and Accounts in the order of priority indicated: (i) the Interest Account in the Certificate Fund to the extent necessary to make the total amount on deposit therein equal to the amount of the interest component of the next succeeding Base Rental payment, and (ii) the Principal Account in the Certificate Fund to the extent necessary to make the total amount on deposit therein equal to the amount of the principal component, if any, of the next succeeding Base Rental payment. Any amounts not required to be so deposited shall be remitted to the Municipality.

Investment earning in the Rebate Fund shall be retained therein to the extent necessary to meet the requirements of the Arbitrage Rebate Agreement.

SECTION 3.18 No Federal Guarantee of Investment of Monies in Funds or Accounts.

Notwithstanding any other provision of this Trust Agreement, all money held by the Trustee in any of the Funds or Accounts established pursuant to this Trust Agreement shall be invested solely in investments as may be permitted under the regulations issued pursuant to Section 149(b) of the Code, unless, in the opinion of Independent Counsel, another investment of such funds will not impair the exclusion of the interest component, payable on the Certificates, from gross income for federal income tax purposes or its exemption from State income taxation.

ARTICLE IV

REDEMPTION

SECTION 4.01 Redemption.

The Certificates shall be subject to redemption prior to their stated maturity only as set forth below:

Optional Redemption

(a) Certificates maturing on _____ 1, 20__, or thereafter are subject to redemption prior to their maturity, at par, plus accrued interest either in whole, or in part, at any time on or after _____ 1, 20__, at par, if the Municipality exercises its prepayment rights under Section 15 of the Lease.

Mandatory Redemption

(b) The Certificates are subject to mandatory redemption prior to maturity, in whole or in part in inverse order of maturity and by lot within a maturity, on any date, at a redemption price equal to the principal amount thereof plus accrued but unpaid interest without premium from the moneys deposited by the Trustee into the Redemption Account in the Certificate Fund, pursuant to Sections 3.10, 3.11 and 8.09 hereof.

(c) The Certificates are subject to mandatory redemption prior to maturity, in whole or in part in inverse order of maturity and by lot within a maturity, on any date, at a redemption price equal to the principal amount thereof plus accrued but unpaid interest without premium, from moneys transferred to the Redemption Account of the Certificate Fund from the General Account of the Construction and Acquisition Fund after delivery to the Trustee of the Certificate of Completion, pursuant to Section 3.02(b) hereof.

Mandatory Sinking Fund Redemption

The Certificate maturing on _____ 1, 20__ is subject to mandatory sinking fund redemption in part, by lot, on _____ 1 in each of the years set forth below:

\$ _____
Term Certificate
Maturing _____ 1, 20__

<u>Year</u>	<u>Principal Amount</u>
20__	\$ _____
20__	\$ _____
20__	\$ _____
20__	\$ _____
20__	\$ _____

20__	\$ _____
20__	\$ _____
20__	\$ _____
20__	\$ _____
20__	\$ _____
20__	\$ _____
20__	\$ _____
20__	\$ _____
20__	\$ _____
20__	\$ _____
20__	\$ _____
20__	\$ _____
20__	\$ _____
20__	\$ _____
20__ *	\$ _____

*Final Maturity.

The Trustee shall credit against the mandatory sinking fund requirement for the Certificate maturing _____ 1, 20__, as set forth above, any Certificate of such maturity delivered to the Trustee for cancellation or purchased for cancellation by the Trustee and cancelled by the Trustee and not therefore applied as a credit against any redemption obligation. Each Certificate of such maturity so delivered or cancelled shall be credited by the Trustee at one hundred percent (100%) of the principal amount thereof against the mandatory sinking fund obligation on the applicable mandatory sinking fund redemption date, and any excess of such amount shall be credited to future redemption obligations, and the principal amount of the Certificate of such maturity to be redeemed by operation of the applicable mandatory sinking fund requirements shall be accordingly reduced; provided, however, the Trustee shall only credit such Certificate to the extent such are received on or before 45 days preceding the applicable mandatory redemption date as set forth above.

SECTION 4.02 Deposit for Redemption.

On or prior to the date fixed for redemption, there shall be deposited with the Trustee in cash an aggregate amount which shall be sufficient to pay the redemption price on the Certificates to be redeemed, and interest thereon to the redemption date; and there shall be deposited, or arrangements shall be made with the Trustee to deposit, with the Trustee a sum sufficient to pay the proper expenses and charges of the Trustee in connection with such redemption. Upon deposit with the Trustee of the aggregate amount of such redemption price and interest pursuant to this Section 4.02, such moneys shall be set aside by the Trustee and held by it in the Redemption Account for the account of the respective Owners of the Certificates being redeemed.

SECTION 4.03 Notice of Redemption.

Notice of redemption (which may be conditional) identifying the numbers of Certificates or portions thereof to be redeemed shall be given to the Registered Owners thereof by first class mail at least 30 days and not more than 60 days prior to the date fixed for redemption. Failure to give such notice by mail to any Owner or any defect in such notice shall not affect the validity of any proceeding for the redemption of Certificates.

SECTION 4.04 Partial Redemption of Certificates.

If less than all of the Certificates of a particular maturity at the time Outstanding are to be called for redemption, the particular Certificates or portions thereof of such maturity to be redeemed shall be selected, except as otherwise provided herein, by the Trustee in such manner of random selection as the Trustee, in its sole discretion, may determine. The Trustee shall call for redemption in accordance with the foregoing provisions as many Certificates or portions thereof as will, as nearly as practicable, exhaust the moneys available therefor. Particular Certificates or portions thereof shall be redeemed only in integral multiples of a principal amount of \$5,000.

In the case of Certificates of denominations greater than \$5,000, if less than all of such Certificates then Outstanding are to be called for redemption, then for all purposes in connection with redemption, each \$5,000 of principal amount shall be treated as though it was a separate Certificate of the denomination of \$5,000 bearing one of the numbers borne by such by registered Certificate. If it is determined that one or more, but not all of the \$5,000 units of principal amount represented by any such fully registered Certificate is to be called for redemption, then upon notice of intention to redeem such \$5,000 unit or units, the Owner of such fully registered Certificate shall forthwith surrender such Certificate to the Trustee (a) for payment of the redemption price (including the redemption premium, if any, and interest to date fixed for redemption) of the \$5,000 unit or units of principal amount called for redemption, and (b) exchange for a new Certificate or Certificates of the aggregate principal amount of the unredeemed balance of the principal amount of such fully registered Certificate, which shall be issued to the Owner thereof without charge therefor. If the Owner of any such fully registered Certificate of a denomination greater than \$5,000 shall fail to present such Certificate to the Trustee for payment and exchange as aforesaid, such Certificate shall nevertheless become due and payable on the date fixed for redemption to the extent of the \$5,000 unit or units of principal amount called for redemption (and to that extent only). Interest shall cease to accrue on the portion of the principal amount of such Certificate represented by such \$5,000 unit or units of principal amount on and after the date fixed for redemption, provided that funds sufficient for the payment of the redemption price shall have been deposited with the Trustee and shall be available for the redemption of said \$5,000 unit or units on the date fixed for redemption, and in such event, such Certificate shall not be entitled to the benefit or security of this Trust Agreement to the extent of the portion of its principal amount (and accrued interest thereon to the date fixed for redemption and applicable premium, if any) represented by such \$5,000 unit or units of principal amount, nor shall new Certificates be thereafter issued corresponding to said unit or units.

SECTION 4.05 Effect of Notice of Redemption.

Notice having been given as aforesaid, and the moneys for the redemption (including the interest to the applicable date of redemption) having been set aside in the Certificate Fund, the Certificates to be redeemed shall become due and payable on such date of redemption.

If on such redemption date money for the redemption of all the Certificates to be redeemed, together with interest to such redemption date, shall be held by the Trustee so as to be available therefor on such redemption date, and if notice of redemption thereof shall have been given as aforesaid, then from and after such redemption date interest with respect to the Certificates to be redeemed shall cease to accrue and become payable. All money held by or on behalf of the Trustee

for the redemption of Certificates shall be held in trust for the account of the Owners of the Certificates so to be redeemed.

All Certificates paid at maturity or redeemed prior to maturity pursuant to the provisions of this Article shall be canceled upon surrender thereof and delivered to or upon the order of the Municipality. All or any portion of a Certificate purchased by the Municipality shall be canceled by the Trustee.

ARTICLE V

THE TRUSTEE AND PAYING AGENTS

SECTION 5.01 Duties of Trustee.

The Trustee undertakes to perform such duties and only such duties as are specifically set forth in this Trust Agreement and no implied covenants or obligations shall be read into this Trust Agreement against the Trustee.

Following an Event of Default, the Trustee is under no obligation to enforce the Lease with respect to which such Event of Default has occurred except as it may be directed pursuant to Sections 8.03 and 8.04 hereof; provided however that the Trustee shall continue at all times to perform its customary duties as provided herein.

SECTION 5.02 Trustee's Liability.

No provision of this Trust Agreement shall be construed to relieve the Trustee from liability for its gross negligence or willful misconduct, except that:

- (a) the Trustee shall not be liable except for the performance of such duties as are specifically set forth in this Trust Agreement and no implied covenants or obligations shall be read into this Trust Agreement against the Trustee but the duties and obligations of the Trustee shall be determined solely by the express provisions of this Trust Agreement;
- (b) in the absence of bad faith on the part of the Trustee, the Trustee may rely conclusively upon the authenticity of, and the truth of the statements and the correctness of the opinions expressed in, and shall be protected fully in acting upon, any resolution, a certificate of a Municipality Representative or a Corporation Representative, opinion of counsel, certificate, request, notice, consent, waiver, order, signature guaranty, notarial seal, stamp, acknowledgment, verification, appraisal, report, or other paper or document reasonably believed by the Trustee to be genuine and to have been signed, affixed or presented by the proper party or parties;
- (c) in the absence of bad faith on the part of the Trustee, whenever the Trustee, or any of its agents, representatives, experts or counsel, shall consider it necessary or desirable that any matter be proved or established such matter (unless other evidence in respect thereof be herein specifically prescribed) may be deemed to be conclusively proved and established by a certificate of a Municipality Representative or a Corporation Representative; provided, however, that the Trustee, or such agent, representative, expert or counsel, may require such further and additional evidence and make such further investigation as it or they may consider reasonable;

- (d) the Trustee may consult with counsel and the advice or opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered hereunder in good faith and in accordance with such advice or opinion of counsel and shall in all cases be reimbursed hereunder for reasonable compensation paid by it to any such counsel;
- (e) the Trustee shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with any direction or request of the Owners of the Certificates;
- (f) the Trustee shall not be liable for any error of judgment made in good faith by an officer of the Trustee;
- (g) the Trustee shall not be deemed to have knowledge of any default or Event of Default hereunder or under the Lease (other than an Event of Default described in Section 8.01(a) or hereof) unless and until an officer of the Trustee responsible for administering this Trust Agreement (in their role as Trustee) shall have actual knowledge thereof or such officer of the Trustee shall have received written advice thereof from the Municipality and Corporation or the Owners of any Certificate;
- (h) whether or not an Event of Default shall have occurred, the Trustee shall not be under any obligation to take any action under this Trust Agreement which may tend to involve it in any expense or liability, the payment of which within a reasonable time is not, in its reasonable opinion, assured to it by the security afforded to it by the terms of this Trust Agreement, unless and until it is requested in writing so to do by one or more Owners of Certificates Outstanding hereunder and furnished, from time to time as it may require, with reasonable security and/or indemnity;
- (i) whether or not an Event of Default shall have occurred, whenever it is provided in this Trust Agreement that the Trustee consent to any act or omission by any Person or that the Trustee exercise its discretion in any manner, the Trustee may, but need not, seek the written acquiescence of the Owner or Owners of a majority in principal amount of the Certificates then Outstanding and, unless written evidence of such acquiescence has been received by the Trustee, it shall be fully justified in refusing so to consent or so to exercise its discretion, provided, however, Owners of not less than a majority in principal amount of the Certificates from time to time Outstanding have the right, upon furnishing to the Trustee such indemnification and/or security as the Trustee shall reasonably request, by an instrument in writing delivered to the Trustee, to determine which of the remedies herein set forth shall be adopted and to direct the time, method and place of conducting all proceedings to be taken under the provisions of this Trust Agreement for the enforcement thereof or of the Certificates; provided further, that the Trustee shall have the right to decline to follow any such direction if the Trustee shall be advised by counsel that the action or proceedings so directed may not lawfully be taken or would be prejudicial to Owners not parties to such direction;
- (j) the Owners shall not have any right to institute any action or proceedings at law or in equity for the execution and enforcement of the trust hereby created unless, within 60 days after a direction in writing by the Owners of not less than a majority in aggregate principal amount of the

Certificates then Outstanding, the Trustee has failed or refused to institute the action on behalf of such Owners;

(k) IN NO EVENT SHALL THE TRUSTEE BE LIABLE TO ANY PARTY OR THIRD PARTY FOR SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, LOST PROFITS OR LOSS OF BUSINESS ARISING UNDER OR IN CONNECTION WITH THIS TRUST AGREEMENT, EVEN IF PREVIOUSLY INFORMED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF THE FORM OF ACTION;

(l) the Trustee shall not sell, mortgage, transfer, assign or hypothecate its interest herein or in the Project or any part thereof or any interest therein or in any amount to be received by it from the disposition of the Project except as provided in the Lease;

(m) the Trustee shall not be responsible for insuring the Project or for the validity of the execution by the Municipality and Corporation of this Trust Agreement or of any supplements hereto. The Trustee shall not be bound to ascertain or inquire as to the observance or performance of any covenants, conditions or agreements on the part of the Municipality and Corporation under the Lease except as herein set forth. The Trustee shall not be responsible or liable for any loss suffered in connection with any investment of funds made by it in accordance with Section 3.13 hereof;

(n) the Trustee shall not be accountable for the use of any Certificates authenticated or delivered hereunder or the proceeds thereof. The Trustee and its directors, officers, employees or agents may in good faith buy, sell, own, hold and deal in the Certificates and may join in any action which any Owner may be entitled to take with like effect as if such bank or trust Corporation were not the Trustee. To the extent permitted by law, such bank or trust Corporation may also receive tenders and purchase in good faith Certificates from itself, including any department, affiliate or subsidiary, with like effect as if it were not the Trustee;

(o) the Trustee shall be protected in acting upon any notice, request, consent, certificate, order, affidavit, letter, telegram or other paper or document reasonably believed by it to be genuine and correct and to have been signed or sent by the proper Person or Persons. Any action taken by the Trustee pursuant to this Trust Agreement upon the request or authority or consent of any Person who at the time of making such request or giving such authority or consent is the Owner of any Certificate shall be conclusive and binding upon all future Owners of the same Certificate and upon Certificates issued in exchange therefor or in place thereof;

(p) the Trustee shall have the right, but shall not be required, to demand, as a condition of any action by the Trustee in respect of the authentication of any Certificates, the withdrawal of any cash, the release of any property, or any action whatsoever within the purview of this Trust Agreement, any showings, certificates, opinions, appraisals or other information, or corporate action or evidence thereof, in addition to that required by the terms hereof;

(q) before taking any action under this Trust Agreement, the Trustee may require that reasonably satisfactory indemnity and/or security be furnished to it for the reimbursement of all reasonable expenses to which it may be put and to protect it against all liability, including, but not limited to, any liability arising directly or indirectly under any federal, state or local statute, rule,

law or ordinance related to the protection of the environment or hazardous substances, by reason of any action so taken, except liability which is adjudicated to have resulted from its gross negligence or willful misconduct;

(r) the permissive right of the Trustee to do things enumerated in this Trust Agreement shall not be construed as a duty;

(s) notwithstanding the effective date of this Trust Agreement or anything to the contrary in this Trust Agreement, the Trustee shall have no liability or responsibility for any act or event relating to this Trust Agreement that occurs prior to the date the Trustee formally executes this Trust Agreement and commences acting as Trustee hereunder;

(t) the Trustee shall have no responsibility with respect to any information, statement or recital in any official statement, offering memorandum or any other disclosure material prepared or distributed with respect to the Certificates and shall have no responsibility for compliance with any state or federal securities laws in connection with the Certificates.

(u) the Trustee shall not be responsible or liable for any failure or delay in the performance of its obligation under this Trust Agreement arising out of or caused, directly or indirectly, by circumstances beyond its reasonable control, including, without limitation, acts of God; earthquakes; fire; flood; hurricanes or other storms; wars; terrorism; similar military disturbances; sabotage; epidemic; pandemic; riots; interruptions; loss or malfunctions of utilities, computer (hardware or software) or communications services; accidents; labor disputes; acts of civil or military authority or governmental action; it being understood that the Trustee shall use commercially reasonable efforts which are consistent with accepted practices in the corporate trust industry to resume performance as soon as reasonably practicable under the circumstances; and

(v) the Trustee agrees to accept and act upon notices, instructions or directions pursuant to this Trust Agreement, the Lease or any other document reasonably related to the Certificates sent by the Municipality and Corporation, as the case may be, by unsecured electronic mail, facsimile transmission or other similar unsecured Electronic Means, provided, however, that the Municipality and Corporation, respectively, shall provide to the Trustee an incumbency certificate listing the designated Authorized Municipality Representative and Authorized Corporation Representative, respectively, each of whom shall have the authority to provide such notices and instructions, which incumbency certificate shall be amended whenever a Person is to be added or deleted from the listing. If the Municipality and Corporation as applicable, elects to give the Trustee electronic mail or facsimile instructions (or instructions by a similar Electronic Means) and the Trustee acts upon such notice or instructions, the Trustee's understanding of such instructions shall be deemed controlling absent manifest error. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee's reliance upon and compliance with such notices and instructions notwithstanding that such instructions conflict or are inconsistent with a subsequent written notice or instruction. The Municipality and Corporation, as applicable, agrees to assume all risks arising out of the use of such Electronic Means to submit notices and instructions and directions to the Trustee, including without limitation the risk of the Trustee acting on unauthorized instructions, and the risk of interception and misuse by third parties.

None of the provisions contained in this Trust Agreement shall require the Trustee to expend or risk its own funds or otherwise to incur financial liability in the performance of any of its duties or in the exercise of any of its rights or powers hereunder.

SECTION 5.03 No Responsibility of Trustee for Recitals.

(a) The recitals and statements contained herein and in the Certificates shall be taken as the recitals and statements of the Municipality and Corporation, and the Trustee assumes no responsibility for the correctness of the same, nor shall the Trustee have any responsibility for or any liability with respect to any disclosure, warranty, representation or concealment or failure to disclose in connection with the offering, solicitation, sale or distribution of the Certificates by the Municipality and Corporation or by any other Person, including but not limited to the Original Purchaser.

(b) The Trustee makes no representations as to the validity or sufficiency of this Trust Agreement, or of the Certificates secured hereby, the security hereby or thereby afforded, the interest of the Municipality and Corporation in the Trust Estate or the descriptions thereof, or the filing or recording or registering of this Trust Agreement or any other document. The Trustee shall not be required to undertake any act or duty to insure or cause to be insured the Project or to maintain, repair, or otherwise take care of the Project.

(c) The Trustee shall not be concerned with or accountable to anyone for the use or application of any deposited money which shall be released or withdrawn in accordance with the provisions of this Trust Agreement or of any property or securities or the proceeds thereof which shall be released from the lien hereof in accordance with the provisions of this Trust Agreement.

(d) The Trustee shall not be liable to anyone for any delay in the construction of the Project, or for any default on the part of any supplier or manufacturer thereof, or for any defect in any portion of the Project or in the title thereto, nor shall anything herein be construed as a warranty on the part of the Trustee in respect thereof or as a representation in respect of the title thereto.

(e) Notwithstanding any provision of this Trust Agreement to the contrary, the Trustee shall not be liable or responsible for any calculation or determination which may be required in connection with or for the purpose of complying with Section 148 of the Code or any applicable Treasury regulation (the "Arbitrage Rules"). The Trustee shall have no responsibility for determining whether or not the investments made pursuant to the direction of the Municipality or any of the instructions received by the Trustee under this Trust Agreement comply with the requirements of the Arbitrage Rules and shall have no responsibility for monitoring the obligations of the Municipality and Corporation for compliance with the provisions of this Trust Agreement with respect to the Arbitrage Rules

SECTION 5.04 Compensation and Expenses of Trustee; Indemnification; Lien Therefor.

The Trustee shall be entitled to reasonable compensation for its services hereunder (which shall not be limited by any provision of law in regard to the compensation of a trustee of an express trust) and to reimbursement for all reasonable expenses incurred hereunder, including the reasonable compensation, expenses and disbursements of such agents, representatives, experts and

counsel as the Trustee may employ in connection with the exercise and performance of its powers and duties hereunder. Such compensation and reimbursement are payable by the Municipality in accordance with the Lease.

The Municipality and Corporation (but solely from the Trust Estate created) and, to the extent permitted by law, will indemnify and save the Trustee harmless against any liabilities, costs, damages, claims and expenses of whatever kind not arising from the Trustee's own gross negligence or willful misconduct, which it may incur in the exercise and performance of its rights, powers, trusts, and duties and obligations hereunder including, without limitation, fees, costs and expenses incurred in any litigation or the settlement thereof, judgments, penalties, fines, damages, assessments, indemnities or contributions and reasonable fees, costs and expenses of attorneys, auditors and consultants. Such indemnification shall survive the termination of this Trust Agreement or the sooner resignation or removal of the Trustee and shall inure to the benefit of the Trustee's successors and assigns.

As security for such compensation, expenses, disbursements and indemnification, the Trustee shall, upon an Event of Default and during its continuation, but only upon an Event of Default and during its continuation, have a first lien with right of payment prior to payment on account of any of the payments on the Certificates for such compensation, expenses, disbursements, and indemnification.

SECTION 5.05 Status of Money Received.

All money received by the Trustee shall, until used or applied as herein provided, be held in trust for the purposes for which they were received, but need not be segregated in any manner from any other money, except to the extent required by law, and may be deposited by the Trustee under such general conditions as may be prescribed by law in the Trustee's corporate trust department. The Trustee and any affiliated corporation may become the Owner of any Certificate secured hereby and be interested in any financial transaction with the Municipality and Corporation or any affiliated Person, or the Trustee may act as depository or otherwise in respect of other securities of the Municipality and Corporation or any affiliated Person, all with the same rights which it would have if it were not the Trustee.

SECTION 5.06 Resignation of Trustee.

The Trustee may resign and be discharged from the trusts created hereby by delivering 60 days prior written notice thereof, by first class mail postage prepaid, to the Municipality, the Corporation and all Owners at the time Outstanding.

Such resignation shall take effect only upon the appointment of a successor trustee and the acceptance of such appointment by such successor trustee.

SECTION 5.07 Removal of Trustee.

The Trustee may be removed at any time, with or without cause prior to an Event of Default and with cause after an Event of Default, by an instrument or instruments in writing executed by (a) the Municipality and Corporation, so long as no Event of Default exists, or (b) if an Event of Default exists, by the Owners of not less than a majority in aggregate principal amount of the

Certificates at the time Outstanding delivered to the Trustee with a copy to the Municipality and the Corporation, specifying the removal, and such removal shall take effect only upon the appointment of a successor trustee and the acceptance of such appointment by such successor trustee.

SECTION 5.08 Appointment of Successor Trustee.

In case at any time the Trustee shall resign or be removed or become incapable of acting, a successor Trustee may be appointed by (a) the Municipality, so long as no Event of Default exists, or (b) if an Event of Default exists, the Owners of not less than a majority in aggregate principal amount of the Certificates at the time Outstanding by an instrument or instruments in writing executed by such Owners and filed with such successor Trustee, the Corporation, and the Municipality.

If all or substantially all of the Trust Estate shall be in the possession of one or more receivers, trustees, liquidators or assignees for the benefit of creditors, then such receivers, trustees, custodians, liquidators or assignees for the benefit of creditors, may, by an instrument in writing delivered to the successor Trustee, appoint a successor Trustee. Promptly after any such appointment, any such receivers, trustees, custodians, liquidators or assignees, as the case may be, shall give notice thereof by first class mail, postage prepaid, to each Owner of the Certificates at the time Outstanding.

Any successor Trustee so appointed by the Trustor or such receivers, trustees, custodians, liquidators or assignees, shall immediately and without further act be superseded by a successor Trustee appointed by the Owners of not less than a majority in aggregate principal amount of the Certificates then Outstanding.

If a successor Trustee shall not be appointed pursuant to this Section 5.08 within 60 days after a vacancy shall have occurred in the office of the Trustee, the Owner of any Certificate or such retiring Trustee (unless the retiring Trustee is being removed) may apply to any court of competent jurisdiction to appoint a successor Trustee, and such court may thereupon, after such notice, if any, as it may consider proper, appoint a successor Trustee.

SECTION 5.09 Succession of Successor Trustee.

Any successor Trustee appointed hereunder shall execute, acknowledge and deliver to the Municipality, the Corporation and the predecessor Trustee an instrument accepting such appointment, and thereupon such successor Trustee, without any further act, deed, conveyance or transfer, shall become vested with the title to the Trust Estate, and with all the rights, powers, trusts, duties and obligations of the predecessor Trustee in the trust hereunder, with like effect as if originally named as Trustee herein.

Upon the reasonable written request of any such successor Trustee, however, the Municipality, the Corporation, and the predecessor Trustee shall execute and deliver such instrument of conveyance and further assurance and do such other things as may reasonably be required for more fully and certainly vesting and confirming in such successor Trustee the predecessor Trustee's interest in the Trust Estate and all such rights, powers, trusts, duties, and obligations of the predecessor Trustee and the predecessor Trustee shall also assign and deliver to

the successor Trustee any property subject to the lien of this Trust Agreement which may then be in its possession.

SECTION 5.10 Eligibility of Trustee.

The Trustee shall be a trust Corporation or bank in good standing incorporated under the laws of the State or the United States of America, duly authorized to exercise trust powers and subject to examination by federal or state authority, together with its affiliates, having a combined reported capital and surplus of not less than \$75,000,000.

In case the Trustee shall cease to be eligible in accordance with the provisions of this Section 5.10, the Trustee shall resign promptly in the manner and with the effect specified in Section 5.06 hereof.

SECTION 5.11 Successor Trustee by Merger.

Any corporation into which the Trustee may be merged or with which it may be consolidated or converted, or any corporation resulting from any merger, consolidation or conversion to which the Trustee shall be a party, or any state or national bank or trust Corporation in any manner succeeding to the corporate trust business of the Trustee as a whole or substantially as a whole, if eligible as provided in Section 5.10 hereof, shall be the successor of the Trustee hereunder without the execution or filing of any paper or any further act on the part of any of the parties hereto, anything to the contrary contained herein notwithstanding.

SECTION 5.12 Trustee to Act as Set Forth Herein.

At any time, for the purpose of meeting any legal requirements of any jurisdiction in which any part of the Base Rentals or any part of the Trust Estate may at the time be located, the Corporation and the Trustee jointly shall have power, and shall execute and deliver all instruments, to appoint one or more Persons approved by the Trustee, to act as co-trustee, or co-trustees, jointly with the Trustee, or separate trustee or separate trustees, of all or any part of the Base Rentals or any other part of the Trust Estate, and to vest in such Person or Persons, in such capacity, such interest in the Trust Estate or any part thereof, and such rights, powers, duties, trusts or obligations as the Trustor and the Trustee may consider necessary or desirable.

SECTION 5.13 Paying Agents.

The Trustee is hereby appointed as paying agent for the Certificates. The Trustee, upon written consent of the Municipality, may appoint such other paying agents with respect to the Certificates as it may deem advisable. Any paying agent appointed shall be a trust or a bank Corporation incorporated under the laws of the State or the United States of America, having a combined reported capital and surplus of not less than \$75,000,000

SECTION 5.14 Merger or Consolidation.

Any Corporation into which the Trustee may be merged or converted or with which it may be consolidated or any Corporation resulting from any merger, conversion or consolidation to which it shall be a party or any Corporation to which the Trustee may sell or transfer all or

substantially all of its corporate trust business (provided such Corporation is eligible under Section 4.02), shall be the successor to the Trustee without the execution or filing of any paper or further act, anything herein to the contrary notwithstanding.

SECTION 5.15 Protection and Rights of the Trustee.

The Trustee shall be protected and shall incur no liability in acting upon or processing in good faith any resolution, notice, telegram, request, consent, waiver, certificate, statement, affidavit, voucher, bond, requisition or other paper or document which it shall in good faith believe to be genuine and to have been passed or signed by the proper board or Person or to have been prepared and furnished pursuant to any of the provisions of this Trust Agreement, and the Trustee shall be under no duty to make any investigation or inquiry as to any statements contained or matters referred to in any such instrument, but may accept and rely upon the same as conclusive evidence of the truth and accuracy of such statements. The Trustee may consult with counsel, who may or may not be counsel to the Municipality or Special Counsel, with regard to legal questions, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it in good faith reliance thereon.

The Trustee shall not be liable for any error in judgment made in good faith by a responsible officer of the Trustee, unless it shall be proved that the Trustee was grossly negligent in ascertaining the pertinent facts.

The Trustee shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the written direction of the Owners of not less than a majority in aggregate amount of the Certificate Obligation at the time Outstanding relating to the time, method and place of conducting any proceeding for any remedy available to the Trustee, or relating to the exercise of any trust or power conferred upon the Trustee under this Trust Agreement.

Whenever in the administration of its duties under this Trust Agreement, the Trustee shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) shall be deemed to be conclusively proved and established by a certificate of the Municipality Representative and such certificate shall be full warranty to the Trustee for any action taken or suffered under the provisions of this Trust Agreement in good faith reliance thereon, but in its discretion the Trustee may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as it may deem reasonable.

The Trustee may become the Owner of Certificates with the same rights it would have if it were not Trustee; may acquire and dispose of Certificates or other evidences of indebtedness of the Municipality and enforce its rights as Owner thereof to the same extent as if it were not Trustee; and may act as a depository for and permit any of its officers or directors to act as a member of, or in any other capacity with respect to, any committee formed to protect the rights of Owners of Certificates, whether or not such committee shall represent the Owners of a majority in aggregate amount of Certificate Obligation then Outstanding.

The recitals, statements and representations by the Municipality contained in this Trust Agreement or in the Certificates shall be taken and construed as made by and on the part of the

Municipality and not by the Trustee, and the Trustee does not assume, and shall not have, any responsibility or obligation for the correctness of any such recital, statement or representation.

No provision in this Trust Agreement shall require the Trustee to risk or expend its own funds or otherwise incur any financial liability in the performance of any of the duties hereunder if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not assured to it.

ARTICLE VI

AMENDMENTS

SECTION 6.01 Supplemental Trust Agreements.

(a) The Municipality, the Corporation and the Trustee from time to time and at any time without the consent of or notice to any Owners and subject to the restrictions in this Trust Agreement contained, may enter into a Trust Agreement or Agreements supplemental hereto and which thereafter shall form a part hereof for any one or more or all of the following purposes:

to add to the covenants and agreements to be observed by, and to surrender any right or power reserved to or conferred upon the Municipality and Corporation;

to subject to the lien of this Trust Agreement additional property hereafter acquired by the Municipality and Corporation and intended to be subjected to the lien of this Trust Agreement and to correct and amplify the description of any property subject to the lien of this Trust Agreement;

to permit the qualification of this Trust Agreement under the Trust Agreement Act of 1939, as amended, or any similar federal statute hereafter in effect;

to make any change that, in the judgment of the Trustee (which may be based upon an opinion of counsel), shall not materially adversely affect the interest of any Owner;

and the Municipality and Corporation covenant to perform all requirements of any such supplemental Trust Agreement. No restriction or obligation imposed upon the Municipality and Corporation may, except as otherwise provided in this Trust Agreement, be waived or modified by such supplemental agreements, or otherwise.

(b) Upon the waiver or consent of the Owners of at least a majority in aggregate principal amount of the Certificates then Outstanding (a) the Municipality, the Corporation and Trustee may take any action prohibited, or omit the taking of any action required, by any of the provisions of this Trust Agreement or any Agreement supplemental hereto, or (b) the Municipality, the Corporation and the Trustee may enter into an Agreement or Agreements supplemental hereto for the purpose of adding, changing or eliminating any provisions of this Trust Agreement or of any Agreement supplemental hereto or modifying in any manner the rights and obligations of the Owners, the Municipality and Corporation; provided, that no such waiver or supplemental agreement shall (1) impair or affect the right of any Owner to receive payments or prepayments of principal and interest on its Certificate, as therein and herein provided, without the consent of such Owner, (2) permit the creation of any lien with respect to any of the Trust Estate, without the consent of the Owners of all the Certificates at the time Outstanding, (3) effect the deprivation of the Owner of any Certificate of the benefit of the lien of this Trust Agreement upon all or any part of the Trust Estate without the consent of such Owner, (4) reduce the aforesaid percentage of the aggregate principal amount of Certificates, the Owners of which are required to consent to any such waiver or supplemental agreement pursuant to this Section 6.01, without the consent of the Owners of all of the Certificates at the time Outstanding, (5) modify the rights, duties or immunities

of the Trustee without the consent of the Trustee and the Owners of all of the Certificates at the time Outstanding, or (6) cause the interest on the Certificates to be included in the owner's gross income for federal income tax purposes.

(c) Promptly after the execution by the Municipality, the Corporation and the Trustee of any supplemental agreement or agreement pursuant to the provisions of Section 6.01(a) or 6.01(b) hereof, the Trustee shall give written notice, setting forth in general terms the substance of such supplemental agreement, together with a conformed copy thereof, mailed first-class postage prepaid, to each Owner at its address set forth in the Certificate Register. Any failure of the Trustee to give such notice, or any defect therein, shall not, however, in any way impair or affect the validity of any such supplemental agreement or agreement. Notice of any supplemental agreement shall be given to the rating agencies then rating the Certificates at least 10 days prior to the effective date thereof.

(d) The Trustee is hereby authorized to join with the Municipality and the Corporation in the execution of any such supplemental agreement authorized or permitted by the terms of this Trust Agreement and to make the further agreements and stipulations which may be therein contained, and the Trustee may receive an opinion of Special Counsel as conclusive evidence that any supplemental agreement executed pursuant to the provisions of this Section 6.01 (1) complies with the requirements of this Section 6.01 (2) will not, in and of itself, adversely affect the exclusion of interest on the Certificates from gross income for federal income tax purposes.

SECTION 6.02 Amendments to Lease.

(a) The Municipality and the Corporation may, with the written consent of the Trustee, but without the consent of or notice to the Owners, amend the Lease (a) whenever, in the opinion of counsel satisfactory to the Trustee, the Corporation and the Municipality, the contemplated amendment is necessary to cause the Lease to comply with State law or to cause interest component of the Base Rentals to be or remain exempt from federal income taxation; (b) whenever the effect of such amendment is solely to add further, additional or improved security to the rights of the Trustee and the Owners; (c) for the purpose of curing any ambiguity or formal defect or omission in the Lease; (d) in order to more precisely identify the Project or to add additional improvements or properties acquired in accordance with the Lease and this Trust Agreement; and (e) for any other purpose that, in the judgment of the Trustee (which may be based upon an opinion of counsel), shall not materially adversely affect the Owners. Notice of any amendments to the Lease shall be given to the rating agencies then rating the Certificates.

(b) Except for the amendments, changes, or modifications as provided in Section 6.02(a) hereof, no other amendment, change, or modification of the Lease shall be made without mailing of notice and the written approval or consent of the Owners of not less than a majority in aggregate principal amount of the Certificates at the time Outstanding given as in this Section 6.02(a) provided. If at any time the Municipality and the Corporation shall request the consent of the Owners to any such proposed amendment, change or modification of the Lease, the Trustee shall, upon being satisfactorily secured and/or indemnified with respect to expenses, cause notice of such proposed amendment, change, or modification to be mailed in the same manner as provided by Section 6.01(c) hereof with respect to supplemental agreements. Such notice shall briefly set forth the nature of such proposed amendment, change or modification and shall state that copies of the

instrument embodying the same are on file at the corporate trust office of the Trustee for inspection by all Owners. Notice of any amendments to the Lease shall be given to the rating agencies then rating the Certificates at least 10 days prior to the effective date thereof.

(c) In connection with any amendments, change or modification of the Lease, the Trustee may receive an opinion of Special Counsel as conclusive evidence that any amendment, change or modification of the Lease (a) complies with the provisions of this Section 6.02 and (b) will not, in and of itself, adversely affect the exclusion of the interest component of the Certificates from gross income for federal income tax purposes.

SECTION 6.03 Consent of Owners.

If the Municipality or the Corporation shall desire to obtain any consent in writing of Owners, the Municipality and the Corporation may, by resolution, propose the amendment to which consent is desired. A copy of such resolution, together with a request to Owners for their consent to the amendment proposed therein, shall be mailed, first class, postage paid to each Owner at such Owner's address as it appears on the Certificate Register.

The lack of actual receipt by any Owner of such resolution and request for consent and any defects in such resolution and request for consent shall not affect the validity of the proceedings for the obtaining of such consent. A certificate by the Clerk of the Governing Body or the Secretary of the Corporation, approved by resolution of the Governing Body and the Corporation, that said resolutions and requests for consent have been delivered as herein provided shall be conclusive as against all parties.

Any such written consent shall be binding upon the Owner giving such consent and on any subsequent Owner whether or not such subsequent Owner has notice thereof.

After the Owners of at least a majority in aggregate amount of the Certificate Obligation then Outstanding shall have consented in writing, the Governing Body and the Corporation shall adopt a resolution accepting such consents and such resolutions shall constitute complete evidence of the consent of Owners under this Section 6.03.

Notice specifying the amendment that has received the consent of Owners as required by this Section 6.03 shall be mailed, first class, postage prepaid, not more than 60 days following the final action in the proceedings for the obtaining of such consent, to each Owner at such Owner's address as it appears on the Certificate Register. Said notice is only for the information of Owners, and failure to mail such notice or any defect therein shall not affect the validity of the proceedings theretofore taken in the obtaining of such consent.

ARTICLE VII

COVENANTS; NOTICES

SECTION 7.01 Municipality and Corporation to Perform Pursuant to Lease.

The Municipality and the Corporation covenants and agrees with the Owners of the Certificates to perform all obligations and duties imposed on it under the Lease and this Agreement.

SECTION 7.02 Extension of Payment of Certificates.

The Municipality and the Corporation shall not directly or indirectly extend the dates upon which the Base Rental payments are required to be paid or prepaid, or the time of payment of interest with respect thereto. Nothing herein shall be deemed to limit the right of the Municipality to issue any securities for the purpose of providing funds for the redemption prior to maturity of the Certificates and such issuance shall not be deemed to constitute an extension of the maturity of the Certificates.

SECTION 7.03 Access to Books and Records.

The Trustee shall at all times have access to those books and records of the Municipality and the Corporation which may be reasonably required by the Trustee to fulfill its duties and obligations hereunder.

SECTION 7.04 General.

The Municipality shall do and perform or cause to be done and performed all acts and things required to be done or performed by or on behalf of the Municipality and the Corporation under the provisions of this Trust Agreement and the Certificates.

The Municipality and the Corporation warrants that upon the date of execution and delivery of any of the Certificates, all conditions, acts and things required by law and this Trust Agreement to exist, to have happened and to have been performed precedent to and in the execution and delivery of such Certificates do exist, have happened and have been performed and the execution and delivery of such Certificates shall comply in all respects with the applicable laws of the State.

SECTION 7.05 Tax Matters.

In order to maintain the exclusion from gross income for federal income tax purposes of the portion of Base Rental designated as and comprising interest on the Certificates, the Municipality and the Corporation covenant to comply with each applicable requirement of Section 103 and Sections 141 through 150 of the Code, in that the Municipality and the Corporation agree to comply with the covenants contained in the Arbitrage Rebate Certificate provided to the Municipality by Special Counsel, as a source of guidance for compliance with such provisions. The Trustee hereby agrees to comply with any specific instructions received from the Municipality and the Corporation which the Municipality and the Corporation indicate must be followed in order to comply with the Arbitrage Rebate Certificate.

Notwithstanding any other provision of this Trust Agreement to the contrary, upon the Municipality's or the Corporation's failure to observe, or refusal to comply with, the foregoing covenant, the Trustee may, or if so directed by the Owners of a majority of the Certificates Outstanding, shall exercise any right or remedy provided to the above Owners under this Trust Agreement on the basis of the Municipality's failure to observe, or refusal to comply with, the covenant.

SECTION 7.06 Performance.

The Municipality shall promptly take such action as may be necessary to cure any defect in the title to the Project or any part thereof, whether now existing or hereafter occurring, and shall prosecute and defend all such suits, actions and all other proceedings as may be appropriate for such purpose.

SECTION 7.07 Prosecution and Defense of Suits.

The Municipality shall promptly take such action as may be necessary to cure any defect in the title to the Project or any part thereof, whether now existing or hereafter occurring, and shall prosecute and defend all such suits, actions and all other proceedings as may be appropriate for such purpose.

SECTION 7.08 Further Assurances.

The Municipality and the Corporation will make, execute and deliver any and all such further resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of this Trust Agreement, and for the better assuring and confirming to the Owners of the Certificates the rights and benefits provided herein.

ARTICLE VIII

EVENTS OF DEFAULT

SECTION 8.01 Events of Default Defined.

The following shall be “Events of Default” under this Trust Agreement and the terms “Events of Default” and “Default” shall mean, whenever they are used in this Trust Agreement, any one or more of the following events:

- (a) An Event of Default as set forth in Section 12(a)(i) or 12(a)(ii) of the Lease.
- (b) Failure by the Municipality or the Corporation to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Trust Agreement or the Lease, other than such failure as may constitute an Event of Default under clause (a) of this Section, for a period of 30 days after written notice specifying such failure and requesting that it be remedied has been given to the Municipality and the Corporation by the Trustee or to the Municipality, the Corporation and the Trustee by the Owners of not less than a majority in aggregate amount of Certificate Obligation then Outstanding; provided, however, that if the failure stated in the notice cannot be corrected within such period, then such period will be extended so long as corrective action is instituted by the Municipality or the Corporation within such period and diligently pursued until the default is corrected, but only if such extension would not materially adversely affect the interest of any Owner.
- (c) The filing by the Municipality of a voluntary petition of bankruptcy.

SECTION 8.02 Notice of Events of Default.

In the event an Event of Default on the part of the Municipality or the Corporation has occurred and remains uncured, the Trustee shall give notice of such Event of Default to the Owners of the Certificates. Such notice shall state that the Municipality and/or the Corporation is in default and shall provide a brief description of such default. The Trustee in its discretion may withhold notice if it deems it in the best interests of the Certificate Owners. The notice provided for in this Section shall be given by mail to the Owners within 30 days of the Trustee’s knowledge of such occurrence of an Event of Default.

SECTION 8.03 Remedies on Default.

Upon the occurrence and continuance of any Event of Default specified in Section 8.01(a) of this Trust Agreement, the Trustee shall proceed, or upon the occurrence and continuance of any other Event of Default hereunder, the Trustee may proceed (and upon written request of the Owners of not less than a majority in aggregate amount of Certificate Obligation then Outstanding, subject to the last sentence of the Section, shall proceed), to exercise the remedies set forth in Section 12 of the Lease or available to the Trustee hereunder. The Trustee shall receive reasonable security and/or indemnity against the costs, expenses and liabilities to be incurred therein or thereby.

SECTION 8.04 Collection of Base Rental Payments.

The Trustee shall take any appropriate action to cause the Municipality to pay any Base Rental payment not paid when due in accordance with the Lease, upon written request and authorization by the Owners of a majority in aggregate amount of Certificate Obligation then Outstanding and unpaid, and upon being satisfactorily provided indemnity and/or security against any expense and liability with respect thereto and receiving payment for its fees and expenses.

SECTION 8.05 No Remedy Exclusive.

No remedy hereby conferred upon or reserved to the Trustee is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Trust Agreement and the Lease, or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Trustee or the Owners to exercise any remedy reserved to it or them, it shall not be necessary to give any notice other than such notice as may be required in this Article VIII or by law.

SECTION 8.06 No Additional Waiver Implied by One Waiver.

In the event any provision contained in this Trust Agreement should be breached by a party and thereafter waived by another party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

SECTION 8.07 Action by the Owners.

In the event the Trustee fails to take any action to eliminate an Event of Default under Section 12 of the Lease or hereunder, the Owners of a majority in aggregate amount of Certificate Obligation then Outstanding may institute any suit, action, mandamus or other proceeding in equity or at law for the protection or enforcement of any right under the Lease or this Trust Agreement, but only if such Certificate Owners shall have first made written request of the Trustee after the right to exercise such powers or right of action shall have arisen, and shall have afforded the Trustee a reasonable opportunity either to proceed to exercise the powers granted therein or herein or otherwise granted by law or to institute such action, suit or proceeding in its name, and unless, also, the Trustee also shall have received reasonable security and/or indemnity against the costs, expenses and liabilities to be incurred therein or thereby, and the Trustee shall have refused or neglected to comply with such request within a reasonable time.

SECTION 8.08 Opinion of Counsel.

Before being required to take any action pursuant to this Article VIII, the Trustee may require: (a) an opinion of Special Counsel or other counsel acceptable to the Trustee, which opinion shall be made available to the Municipality or the Corporation upon request. The Trustee shall be absolutely protected in reasonably relying upon such opinion and/or certificate.

SECTION 8.09 Application of Proceeds in Event of Default.

Except to the extent necessary to compensate the Trustee for its reasonable fees and expenses (including reasonable attorneys' fees and expenses), all damages or other payments received by the Trustee from the enforcement of any rights and powers of the Trustee under Section 12 of the Lease or under this Trust Agreement, shall be deposited by the Trustee into the Contingency Account of the Certificate Fund and after payment of overdue interest and principal with respect to the Certificates, if any, the balance shall be transferred to the Redemption Account in the Certificate Fund and as soon as practicable thereafter applied to the redemption prior to maturity of Certificates in accordance with the provisions of Section 4.01(b) hereof.

SECTION 8.10 Termination of Proceedings.

In case the Trustee shall have proceeded to enforce any right under this Trust Agreement, 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 Municipality, the Corporation, the Trustee and the Owners shall be restored to their former positions and rights hereunder respectively with regard to the property subject to this Trust Agreement, and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been taken.

SECTION 8.11 Waivers of Events of Default

The Trustee may, in its discretion (which may be based upon an opinion of counsel), waive any Event of Default hereunder and its consequences, and shall do so upon the written request of the Owners of a majority in aggregate principal amount of Certificates then Outstanding; provided, however, that there shall not be waived without the consent of the Owner of each Certificate so affected (a) any Event of Default in the payment of the principal of any Outstanding Certificates at the date of maturity specified therein or (b) any default in the payment when due of the interest on any such Certificates unless, prior to such waiver or rescission, all arrears of interest, as in this Trust Agreement provided on overdue interest or all arrears of payments of principal when due, as the case may be, and all costs and expenses (including reasonable attorney's fees, costs and expenses, if any) of the Trustee in connection with such Event of Default shall have been paid or provided for. In case of any such waiver or rescission, or in case any proceedings 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 Municipality, the Corporation, the Trustee and the Registered Owners shall be restored to their former positions and rights hereunder respectively, but no such waiver or rescission shall extend to any subsequent or other default, or impair any right consequent thereon

ARTICLE IX

LIMITATION OF LIABILITY

SECTION 9.01 No Liability of Municipality and the Corporation for Trustee Performance.

The Municipality and the Corporation shall not have any obligation or liability to any other party or the Owners of the Certificates with respect to the performance by the Trustee of any duty imposed upon it under this Trust Agreement, including the distribution by the Trustee of principal and interest to the Owners of the Certificates.

SECTION 9.02 No Liability of Trustee for Base Rental Payments by Municipality.

Except as provided herein, the Trustee shall have no obligation or liability to the Owners of the Certificates with respect to the payment of the Base Rental by the Municipality when due, or with respect to the performance by the Municipality of any other covenant made by it in the Lease.

SECTION 9.03 No Liability of Municipality Except as Stated.

Except for (i) the payment of Base Rental and Additional Rental when due in accordance with the terms of the Lease, subject to the provisions of Section 2.3 thereof, and (ii) the performance by the Municipality of its obligations and duties as set forth in the Lease, the Ground Lease, the Certificates, and in this Trust Agreement, the Municipality shall have no obligation or liability to the Trustee or the Owners of the Certificates, as applicable.

SECTION 9.04 Limited Liability of Trustee.

The Trustee shall have no obligation or responsibility for providing information to the Owners concerning the investment quality of the Certificates, for the sufficiency or collection of any Base Rental or for the actions or representations of any other party to this Trust Agreement. The Trustee shall have no obligation or liability to any other party or the Owners with respect to the failure or refusal of any other party to perform any covenant or agreement made by such other party under this Trust Agreement or the Lease, but shall be responsible solely for the performance of the duties expressly imposed upon the Trustee hereunder. The recitals of facts, covenants and agreements contained herein and in the Certificates shall be taken as statements, covenants and agreements of the Municipality and the Corporation and the Trustee assumes no responsibility for the correctness of the same and makes no representation as to the validity or sufficiency of this Trust Agreement, the Lease, the Assignment Agreement, or the Certificates, or as to the value of or title to the Project, and shall not incur any responsibility in respect thereof, other than in connection with the duties or obligations herein assigned to or imposed upon the Trustee. The Trustee shall not be liable in connection with the performance of its duties hereunder, except for its own gross negligence or willful default.

SECTION 9.05 Indemnification.

To the extent permitted by law, the Municipality hereby agrees to indemnify and save the Trustee harmless from and against all claims, suits and actions brought against the Trustee, or to which the Trustee is made a party, and from all losses and damages suffered by the Trustee as a result thereof, where and to the extent such claim, suit or action arises out of the actions of any other party to this Trust Agreement or the Lease, including but not limited to the ownership, operation or use of the Project. Such indemnification shall not extend to judgments or settlements obtained against the Trustee and expenses of litigation in connection therewith based upon failure by the Trustee to perform and carry out the duties specifically imposed upon and to be performed by it pursuant to this Trust Agreement. In the event the Municipality is required to indemnify the Trustee as is herein provided, the Municipality shall be subrogated to the rights of the Trustee, as applicable, to recover such losses or damages from any other Person or entity.

SECTION 9.06 Limitation of Rights.

Nothing in this Trust Agreement or in the Certificates expressed or implied is intended or shall be construed to give any Person other than the Municipality, the Trustee and the Owners of the Certificates any legal or equitable right, remedy or claim under or in respect of this Trust Agreement or any covenant, condition or provision hereof; and all such covenants, conditions and provisions are and shall be for the sole and exclusive benefit of the Municipality, the Corporation, the Trustee and such Owners.

ARTICLE X
MISCELLANEOUS

SECTION 10.01 Defeasance.

If all Outstanding Certificates executed and delivered with respect to the Project shall be paid and discharged in any one or more of the following ways:

- (1) by well and truly paying or causing to be paid the principal of, premium, if any, and interest with respect to all such Certificates Outstanding, as and when the same become due and payable;
- (2) by the deposit by the Municipality with the Trustee, in trust, at or before maturity, cash which, together with the amounts then on deposit in the Redemption Account without the need for further investment, is fully sufficient to pay all such Certificates Outstanding, including all principal, premium (if any will be incurred) and interest at or, in the event of redemption prior to maturity thereof, before their respective maturity dates, notwithstanding that any Certificates shall not have been surrendered for payment; or
- (3) by depositing with the Trustee, in trust, lawful money or direct obligations issued by the United States Treasury; or in such other federal securities as may be permitted under regulations issued pursuant to Section 149(b) of the Code, and which, in the opinion of Special Counsel, will not impair the exclusion, if any exists, from gross income for federal income tax purposes of interest due with respect to the Certificates; in such amount as will, together with the interest to accrue thereon without the need for further investment, be fully sufficient to pay and discharge all or such portion of the Certificates (including all principal and interest) upon maturity or redemption prior to maturity thereof, notwithstanding that any Certificates shall not have been surrendered for payment; and provided there has been deposited with the Trustee funds sufficient to pay all Trustee fees and expenses; then, provided that, if such Certificates are to be redeemed prior to maturity, notice of such redemption shall have been given as provided herein or provision satisfactory to the Trustee shall have been made for the giving of such notice, all obligations of the Trustee, the Corporation and the Municipality under this Trust Agreement with respect to all such Outstanding Certificates shall cease and terminate, except only the obligation of the Trustee to pay or cause to be paid from the amounts deposited with it to the Owners of the Certificates all sums due thereon and the obligation of the Municipality to pay to the Trustee the amounts owing to the Trustee hereunder.

Any funds held by the Trustee relating solely to such defeased Certificates at the time of one of the events described above or following any payments to Owners described above, which are not required for payment to Owners, or for payment to be made to the Trustee by the Municipality, shall be paid over to the Municipality.

The Certificates shall not be deemed to be paid pursuant to paragraph (b) of this Section 10.01 until there shall have been delivered to the Trustee (1) a written report satisfactory to the Trustee, the Municipality, the Corporation and Special Counsel verifying the sufficiency of the escrow established to pay the Certificates in full on the maturity or redemption date (“the Verification”), (2) an Escrow Deposit Agreement reasonably acceptable in form and substance to

the Special Counsel rendering the opinion required by the following clause hereof, (3) an opinion of Special Counsel to the effect that the Certificates are no longer Outstanding under this Trust Agreement and (4) a certificate of discharge of the Trustee with respect to the Certificates; the aforesaid Verification and defeasance opinion shall be reasonably acceptable in form and substance, and addressed, to the Municipality, the Corporation and the Trustee.

SECTION 10.02 Records.

Prior to the full payment of principal and interest due with respect to the Certificates, the Trustee shall keep complete and accurate records of all moneys received and disbursed under this Trust Agreement, which records shall be available for inspection by the Municipality and by any Owner, or the agent of any of them, at any time during regular business hours.

SECTION 10.03 Notices.

Except as otherwise provided in this Trust Agreement, all notices under this Trust Agreement by any party shall be in writing and shall be sufficiently given and served if delivered by hand directly to the offices named below or sent by United States first class mail postage prepaid and addressed as follows:

- (1) if to the Municipality, to the Mayor and the Board of Aldermen, City of Byram, Mississippi, _____, _____, ATTN: Mayor Richard White.
- (2) if to the Trustee, to _____, _____, _____, ATTN: _____.
- (3) if to the Corporation, to Central Mississippi Public Improvement Corporation, _____, _____, ATTN: _____.
- (4) if to any Certificate Owner, to its address as indicated in the Certificate Register.

SECTION 10.04 Governing Law.

This Trust Agreement shall be construed and governed in accordance with the laws of the State.

SECTION 10.05 Partial Invalidity.

Any provision of this Trust Agreement found to be prohibited by law shall be ineffective only to the extent of such prohibition, and shall not invalidate the remainder of this Trust Agreement.

SECTION 10.06 Binding Effect; Successor.

This Trust Agreement shall be binding upon and shall inure to the benefit of the parties hereto and the Owners and their respective successors and assigns. Whenever in this Trust Agreement any party is named or referred to, such reference shall be deemed to include such party's successors or assigns, and all covenants and agreements contained in this Trust agreement

by or on behalf of any party hereto shall bind and inure to the benefit of such party's successors and assigns whether so expressed or not.

SECTION 10.07 Execution in Counterparts.

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

SECTION 10.08 Destruction of Canceled Certificates.

Whenever in this Trust Agreement provision is made for the surrender to or cancellation, by the Trustee and the delivery to the Corporation of any Certificates, the Trustee may, upon the request of the Corporation Representative, in lieu of delivery, destroy such Certificates and deliver a certificate evidencing such destruction to the Municipality and the Corporation.

SECTION 10.09 Headings.

The headings or titles of the several Articles and Sections hereof, and the table of contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect of this Trust Agreement. Unless the context requires otherwise, all references herein to "Articles", "Sections", and other subdivisions are to the corresponding Articles, Sections or subdivisions of this Trust Agreement.

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

IN WITNESS WHEREOF, the parties have executed this Trust Agreement effective the date first above written.

_____, **AS TRUSTEE**

By: _____

Name: _____

Title: _____

Signature page to Trust Agreement, dated as _____, 2022, by and between _____ and City of Byram, Mississippi.

IN WITNESS WHEREOF, the parties have executed this Trust Agreement effective the date first above written.

CITY OF BYRAM, MISSISSIPPI

By: _____
Mayor Richard White

ATTEST:

By: _____
City Clerk

(seal)

Signature page to Trust Agreement, dated as of _____, 2022, by and between _____ and City of Byram, Mississippi.

IN WITNESS WHEREOF, the parties have executed this Trust Agreement effective the date first above written.

CENTRAL MISSISSIPPI PUBLIC IMPROVEMENT CORPORATION

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

(seal)

Signature page to Trust Agreement, dated as of _____, 2022, by and between _____ and City of Byram, Mississippi.

STATE OF MISSISSIPPI
COUNTY OF _____

Personally appeared before me, the undersigned authority in and for the aforesaid jurisdiction, the within named _____ who acknowledged to me that s/he is the _____ of _____, and that s/he signed and delivered the foregoing instrument of writing on the day and year therein mentioned for and on behalf of said Bank and as its official act and deed, being duly authorized so to do.

GIVEN UNDER MY HAND and official seal, this the ____ day of _____, 2022.

Notary Public

My Commission Expires:

**STATE OF MISSISSIPPI
COUNTY OF HINDS**

Personally appeared before me, the undersigned authority in and for the aforesaid jurisdiction, the within named _____ and _____, who acknowledged to me that they are the Mayor and the City Clerk, respectively, of **CITY OF BYRAM, MISSISSIPPI**, and that they signed and delivered the foregoing instrument of writing on the day and year therein mentioned for and on behalf of said Municipality and as its official act and deed, being duly authorized so to do.

GIVEN UNDER MY HAND and official seal, this the ____ day of _____, 2022.

Notary Public

My Commission Expires:

STATE OF MISSISSIPPI
COUNTY OF _____

Personally appeared before me, the undersigned authority in and for the aforesaid jurisdiction, the within named _____, who acknowledged to me that s/he is the _____ of Central Mississippi Public Improvement Corporation, and that s/he signed and delivered the foregoing instrument of writing on the day and year therein mentioned for and on behalf of said Corporation and as its official act and deed, being duly authorized so to do.

GIVEN UNDER MY HAND and official seal, this the ____ day of _____, 2022.

Notary Public

My Commission Expires:

EXHIBIT A

FORM OF CERTIFICATE OF PARTICIPATION

UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST CORPORATION, A NEW YORK CORPORATION (“DTC”), TO THE TRUSTEE 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 INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN

Certificate No. R-1

**CERTIFICATE OF PARTICIPATION
(City of Byram, Mississippi Lease Purchase Project), Series 2022
Evidencing a Proportionate Undivided Interest of the
Owner Hereof in a Lease, Including the Right to Receive
Base Rental Payments to be Made by
CITY OF BYRAM, MISSISSIPPI**

INTEREST RATE	MATURITY DATE	ORIGINAL CERTIFICATE DATE	CUSIP
_____ %	_____ 1, 20__	_____, 2022	_____

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: _____ DOLLARS

THIS IS TO CERTIFY THAT the registered owner identified above or registered assigns, as the registered owner of this Certificate of Participation (the “Owner” of the “Certificate”), is the Owner of a fractional undivided proportionate interest in, including the right to receive Base Rental (the “Base Rental”) payable under, a Lease and Option to Purchase, dated as of _____, 2022 (the “Lease”), by and between City of Byram, Mississippi (the “Municipality”), a political subdivision of the State of Mississippi (the “State”), as lessee, and Central Mississippi Public Improvement Corporation, a non-profit corporation organized and existing under the laws of the State, as Lessor (the “Corporation”).

All capitalized terms used herein without definition shall have the meanings given to such terms given in the Trust Agreement (as hereinafter defined).

The registered Owner of this Certificate is entitled to receive, subject to the terms of the Lease and the Trust Agreement, and unless sooner paid in full, on the maturity date identified above, the principal amount identified above, representing a portion of the Base Rental payments designated as principal coming due on or prior to such date, and, subject to the terms of the Lease, to receive on each _____ 1 and _____ 1 (each an "Interest Payment Date"), commencing _____, 20__ the registered Owner's proportionate share of the Base Rental designated as interest coming due on or prior to each of such dates. Such proportionate share of the portion of the Base Rental designated as interest is the result of the multiplication of the aforesaid portion of the Base Rental designated as principal by the interest rate specified above. Such proportionate share of the portion of the Base Rental designated as interest shall be computed on the basis of a 360-day year composed of 12 months of 30 days each.

Interest with respect to each Certificate shall accrue from the Interest Payment Date next preceding the date of execution thereof, unless (i) it is executed after a Record Date and before the close of business on the immediately following Interest Payment Date, in which event interest with respect thereto shall be payable from such Interest Payment Date; or (ii) it is executed prior to the close of business on the first Record Date, in which event interest with respect thereto shall be payable from _____, 2022; provided, however, that if at the time of registration of any Certificate interest with respect thereto is in default, interest with respect thereto shall be payable from the Interest Payment Date to which interest has previously been paid or made available for payment.

Amounts due hereunder in respect of principal and premium, if any, are payable in lawful money of the United States of America upon the surrender hereof at _____, as trustee (the "Trustee") in _____, Mississippi (or any successors thereto), or any paying agent appointed by the Trustee. Amounts representing interest are payable by check or draft mailed on the Interest Payment Date to the Owner of this Certificate at such Owner's address as it appears on the Certificate register as of the close of business on the fifth day of the month next preceding the day such payment is due. Payments of defaulted interest, if any, with respect to this Certificate shall be paid by check or draft to the registered Owner of this Certificate as of a special record date to be fixed by the Trustee, notice of which special record date shall be given to the Owner of this Certificate not less than 10 days prior thereto.

The Municipality is authorized to enter into the Lease pursuant to the laws of the State of Mississippi, including Sections 31-8-1 *et seq.*, Mississippi Code of 1972, as amended and supplemented. The Municipality has entered into the Lease for the purpose of leasing, constructing, financing and equipping a Municipality detention facility, including offices of the Municipality Sheriff and related facilities (the "Project") in connection with the performance of the Municipality's governmental purposes. The Corporation has assigned all of its right, title, claims, proceeds, rents and interest in and to the Lease, including the right to receive Base Rental thereunder, to the Trustee, pursuant to the Assignment Agreement (the "Assignment Agreement"), dated as of _____, 2022, by and between the Corporation and the Trustee.

This Certificate has been executed and delivered by the Trustee pursuant to the terms of the Trust Agreement (the "Trust Agreement"), dated as of _____, 2022, by and among the Municipality, the Corporation, and the Trustee. Reference is hereby made to the Lease, the Trust Agreement, and the Assignment Agreement (copies of all of which are on file at the aforesaid

offices of the Trustee) for a description of the terms on which the Certificates are delivered, and the rights thereunder of the registered Owners of the Certificates and the rights, duties and immunities of the Trustee and the rights and obligations of the Municipality under the Lease, to all of the provisions of which the registered Owner of this Certificate, by acceptance hereof, assents and agrees.

Under the Lease, Base Rental is required to be deposited with the Trustee 5 days prior to each Interest Payment Date for application to the Base Rental Fund established pursuant to the Trust Agreement (unless such deposit date is not a Business Day whereupon such deposit will be made the next preceding Business Day). The Municipality has also pledged all amounts on deposit from time to time in the Funds and Accounts established pursuant to the Trust Agreement for the purposes therein specified, including the payment of all Base Rental.

The obligation of the Municipality to make Base Rental and Additional Rental payments under the Lease constitutes a binding obligation of the Municipality in accordance with the terms of said Lease. Provided, however, so long as no default of any monetary obligation of the Municipality has occurred, the Municipality's obligation to pay any amounts due or perform any covenants requiring or resulting in the expenditure of money shall be contingent and expressly limited to the extent of any specific, annual appropriation made by the Municipality to fund such Lease. Nothing contained in the Lease shall create any monetary obligation on the part of the Municipality beyond such current and specific appropriation. The Municipality's Mayor and the Board of Aldermen (the "Governing Body"), in its sole discretion, may make said payments with any lawfully available revenues. Except as stated in the Trust Agreement, nothing in the Lease creates a lien of any kind or character whatsoever upon any funds, income or revenue now existing or hereafter held, collected, received, anticipated by, or available to the Governing Body or prevents or restricts the Governing Body at any time from pledging, obligating or creating specific liens upon funds, income or revenues to or for the payment of any bonds, notes or certificates of the Governing Body or for any other purpose whatsoever. The Municipality has not pledged or levied any form of taxation for the payment of Outstanding Certificates.

The obligation of the Municipality under the Lease is not a general obligation and does not constitute a pledge of the full faith and credit of the Municipality, the State of Mississippi or any political subdivision or agency thereof within the meaning of any constitutional or statutory provision or limitation.

To the extent and in the manner permitted by the terms of the Trust Agreement, the provisions of the Trust Agreement may be amended by the parties thereto with the written consent of the Owners of a majority in aggregate amount of Certificate Obligation (as defined in the Trust Agreement) then outstanding. The Trust Agreement may be amended without such consent under certain circumstances provided that the interests of the Owners of the Certificates are not adversely affected. No amendment shall impair the right of any Owner to receive in any case such Owner's proportionate share of any Base Rental payment in accordance with such Owner's Certificate.

Registration of this Certificate is transferable by the registered Owner hereof, in Person or by his attorney duly authorized in writing, at the aforesaid offices of the Trustee, but only in the manner, subject to the limitations, and upon payment of the charges, provided in the Trust Agreement and upon surrender and cancellation of this Certificate. Upon such registration of

Certificates maturing on or after _____ 1, 20__ are subject to redemption on any date on or after _____ 1, 20__ at par, if the Municipality exercises its prepayment rights under Section 15 of the Lease.

The Certificates are subject to mandatory redemption prior to maturity, in whole or in part in inverse order of maturity and by lot within a maturity, on any date, at a redemption price equal to the principal amount thereof plus accrued but unpaid interest without premium, from monies transferred to the Redemption Account within the Certificate Fund from the General Account of the Construction and Acquisition Fund after delivery to the Trustee of the Certificate of Completion concerning the Project as set forth in the Trust Agreement.

\$ _____
Term Certificate
Maturing _____ 1, 20

[illegible]

20__	\$ _____
20__	\$ _____
20__	\$ _____
20__ *	\$ _____

* Final Maturity.

Notice of redemption identifying the numbers of Certificates or portions thereof to be redeemed, (which may be conditional) shall be given to the registered Owners thereof by first class mail at least 30 days and not more than 60 days prior to the date fixed for redemption.

If this Certificate is called for prepayment and the principal amount of this Certificate plus premium (if any) and accrued interest due with respect hereto are duly provided therefor as specified in the Trust Agreement, then interest shall cease to accrue with respect hereto from and after the date fixed for prepayment.

The Trustee has no obligation or liability to the Certificate owners to make any payments with respect to the Certificates, except from amounts on deposit for such purposes with the Trustee. The Trustee's sole obligations are to administer for the benefit of the Certificate Owners the various Funds and Accounts established under the Trust Agreement and, to the extent provided in the Trust Agreement, to enforce the rights of the Lessor under the Lease.

This Certificate shall not be entitled to any benefit under the Trust Agreement or become valid for any purpose until it has been duly executed and delivered by the Trustee.

THE MUNICIPALITY HAS CERTIFIED, RECITED AND DECLARED that all things, conditions and acts required by the Constitution and laws of the State of Mississippi and the Trust Agreement to exist, to have happened and to have been performed precedent to and in the execution and the delivery of this Certificate, do exist, have happened and have been performed in due time, form and manner as required by law.

IN WITNESS WHEREOF, this Certificate has been executed and delivered by an authorized representative of the Trustee, acting pursuant to the Trust Agreement, on this the __ day of _____ 2022.

**U.S. BANK TRUST CORPORATION,
NATIONAL ASSOCIATION**, as Trustee

By: _____
Authorized Representative

CERTIFICATE OF AUTHENTICATION

This Certificate is one of the Certificates issued and delivered pursuant to the provisions

of the within mentioned Trust Agreement.

Date of Authentication: _____, 2022

_____, **AS TRUSTEE**

By: _____
Authorized Representative

VALIDATION CERTIFICATE

The issuance of the Certificates of which this Certificate is one has been validated and confirmed by order and decree of the Chancery Court of the Second Judicial District of Hinds County, Mississippi, rendered on the ____ day of _____, 2022.

By: _____
City Clerk of the City of Byram

ASSIGNMENT

FOR VALUE RECEIVED the undersigned do(es) hereby sell, assign and transfer unto _____ (name), _____ (address), _____ (Employer Identification Number or Social Security Number), the within-mentioned Certificate and hereby irrevocably constitute(s) and appoint(s) _____ attorney, to transfer the same on the records of the Trustee with full power of substitution in the premises.

Dated: _____.

Note: The signature(s) on this Certificate must correspond with the name(s) as written on the face of the within registered Certificate in every particular, without alteration or enlargement or any change whatsoever.

Tax Identification Number of Assignee: _____

Signature Guaranteed.

BY: _____

Note: Signature(s) must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust Corporation.

EXHIBIT B

FORM OF PAYMENT DISBURSEMENT REQUEST

DISBURSEMENT REQUEST NO._____

_____,
as Trustee
ATTN: Corporate Trust Department

RE: \$_____ Certificates of Participation (City of Byram, Mississippi Lease Purchase Project), Series 2022

Attention:

Pursuant to Section 3.02(a) of the Trust Agreement (the “Trust Agreement”), dated as of _____, 2022, by and among the City of Byram, Mississippi, Central Mississippi Public Improvement Corporation, and you, as Trustee, you are hereby instructed to disburse the sum of \$_____ from the Costs of Issuance Account in the Construction and Acquisition Fund established under the Trust Agreement. You are instructed to pay such disbursement to the order of the following payees, and for the following cost(s) and/or expense(s):

Payees, costs and/or expenses for which disbursement is requested;

CITY OF BYRAM, MISSISSIPPI

Mayor Richard White

EXHIBIT C

FORM OF CONSTRUCTION DISBURSEMENT REQUEST

DISBURSEMENT REQUEST NO. _____

_____, as Trustee
_____, Mississippi
ATTN: Corporate Trust Department

RE: \$_____ Certificates of Participation (City of Byram, Mississippi Lease Purchase Project), Series 2022

Attention: Corporate Trust Department

In accordance with the terms of the Trust Agreement dated as of _____, 2022, by and between you and City of Byram, Mississippi (the "Municipality") (the "Trust Agreement"), you are hereby authorized and requested to make immediate disbursement of funds held by you for Acquisition Costs (as defined in the Trust Agreement).

The undersigned hereby certifies that:

(i) No part of the amount requested herein has been included in any other request previously filed with you;

(ii) There has not been filed with or served upon Central Mississippi Public Improvement Corporation (the "Corporation") or, City of Byram, Mississippi (the "Municipality"), any notice of any lien or attachment upon or claim (except for any preliminary notice of lien as may be filed in accordance with law) affecting the right of the Person, corporation or other entity stated below to receive payment of the amount stated below, which lien has not been released or will not be released simultaneously with the payment requested hereunder;

(iii) The amount remaining in the General Account within the Construction and Acquisition Fund held under the Trust Agreement will, after payment of the amount requested below, be sufficient to pay the cost of completing the construction of the Improvements (as hereinafter defined in accordance with construction contracts now in effect and the undersigned's estimates of costs of work, if any, not under contract, all in accordance with the plans and specifications for the improvements described in the Lease (the "Improvements") now in effect and on file with the Corporation;

(iv) The labor, services and/or materials covered hereby have been performed upon or furnished to the Improvements and the payment requested herein is due and payable under a purchase order, contract or other authorization;

(v) All construction to date has been performed in accordance with the plans and specifications for the Improvements on file with the Corporation, and there have been no changes in those plans and specifications except as have been expressly permitted by the Corporation;

(vi) There have been no changes in the scope or time of performance of the work of construction, nor any extra work, labor or materials ordered or contracted for, nor are any such changes contemplated, except as have been expressly permitted by the Corporation;

(vii) All amounts previously disbursed by you for labor, services and/or materials with respect to the Improvements, pursuant to previous disbursement requests, have been paid to the parties entitled thereto;

(viii) All conditions to the disbursement of the funds requested herein as set forth in the Trust Agreement and in the Lease have been fulfilled, and, to the best knowledge of the undersigned, no default under the Lease has occurred and is continuing; and

(ix) If applicable, an executed American Institute of Architect's Form G702 is attached hereto.

You are hereby requested to pay from the General Account within the Construction and Acquisition Fund established by the Trust Agreement, to the Person, corporation or other entity designed below as Payee, the sum set forth below such designation, in payment of all (_____) or a portion (_____) of the Construction Cost described below.

Payee: _____

Address: _____

Amount: _____

Description of Construction Cost or portion thereof accepted by the undersigned and authorized to be paid to the Payee:

Dated: _____, 20__.

CITY OF BYRAM, MISSISSIPPI

By: _____

Mayor Richard White

EXHIBIT D

REAL PROPERTY DESCRIPTION

[Insert Legal Description.]

Exhibit E

Assignment Agreement

Prepared by and Return to:
Brad C. Davis (MSB #_____)
Watkins & Eager PLLC
400 East Capitol Street
Jackson, MS 39201

ORIGINAL LESSOR:
CITY OF BYRAM, MISSISSIPPI
ATTN: City Mayor

Telephone: _____

TRUSTEE / ASSIGNEE:

Telephone: _____

LESSEE/ ASSIGNOR:
CENTRAL MISSISSIPPI PUBLIC
IMPROVEMENT CORPORATION
ATTN: _____

Telephone: _____

INDEXING INSTRUCTIONS: _____
in the Second Judicial District of Hinds Municipality, Mississippi

MARGINAL NOTATION: Ground Lease recorded in Book _____ at Page _____; Lease
and Option to Purchase Agreement recorded in Book _____ at Page _____

ASSIGNMENT AGREEMENT

Dated as of _____, 2022

by and between

CENTRAL MISSISSIPPI PUBLIC IMPROVEMENT CORPORATION

and

_____, _____, _____,
as Trustee

Relating to the \$_____ Certificates of Participation
(City of Byram, Mississippi Fire Station Lease Purchase Project), Series 2022
Evidencing a Proportionate Undivided Interest of the Registered Owners Thereof in a
Lease and Option to Purchase, Including the Right to Receive Base Rental Payments to be
made by the City of Byram, Mississippi

THIS ASSIGNMENT AGREEMENT (this "Assignment Agreement"), dated as of _____, 2022, is by and between the **CENTRAL MISSISSIPPI PUBLIC IMPROVEMENT CORPORATION** (the "Corporation"), a Mississippi non-profit corporation, and _____, _____, _____, a _____ organized and existing under the laws of the _____ and authorized to accept assignments of the nature herein set forth, as trustee (the "Trustee").

W I T N E S S E T H

WHEREAS, the Corporation and the City of Byram, Mississippi (the "Municipality"), have entered into a Ground Lease, dated as of the date hereof (the "Ground Lease"), pursuant to which the Municipality agrees, among other things, to lease certain real property described in **EXHIBIT A** hereto (the "Property") to the Corporation; and

WHEREAS, the Municipality and the Corporation have entered into a Lease and Option to Purchase Agreement, dated as of the date hereof (the "Lease"), pursuant to which the Corporation agrees, among other things, to lease the Property and construct a fire station and related facilities and certain equipment to be located thereon as described in the Lease (together, the "Project") to the Municipality in consideration for which the Municipality has agreed to pay Base Rental and Additional Rental, all as more particularly described in the Lease; and

WHEREAS, the Municipality, the Corporation, and the Trustee have entered into a Trust Agreement, dated as of the date hereof (the "Trust Agreement"), pursuant to which the Trustee has agreed to execute and deliver the Certificates of Participation (City of Byram, Mississippi, Fire Station Lease Purchase Project), in one or more taxable or tax-exempt series, dated the date of delivery thereof, in an amount not to exceed \$_____ (the "Certificates"), each evidencing a proportionate interest in the Lease, including the right to receive Base Rental and Additional Rental payable thereunder; and

WHEREAS, the Corporation desires to assign and transfer certain of its rights, title and interest in and to the Ground Lease and the Lease to the Trustee on the terms and conditions set forth hereinbelow.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained herein, the parties hereto agree as follows:

SECTION 1. Definitions.

All capitalized terms used herein without definition shall have the meanings given to such terms in the Trust Agreement.

SECTION 2. Assignment.

The Corporation does hereby assign and transfer to the Trustee, for the benefit of the Owners of the Certificates, all of the Corporation's rights, title, claims, proceeds, rents, and interest in and to the Ground Lease, and the Lease, including the Corporation's right to receive Base Rental and Additional Rental, as well as its rights to enforce payment of such Base Rental when due or otherwise to protect its interest in the event of a default or termination by the Municipality under the Lease, in accordance with the terms thereof. The Base Rental and other rights of the Corporation assigned hereunder shall be applied and the rights so assigned shall be exercised by the Trustee as provided in the Trust Agreement. The Corporation and the Municipality hereby warrant and represent that the provisions of the Lease and this Assignment Agreement shall transfer all of the Corporation's right, title, claims, proceeds, rents, and interest in and to the Lease, including, without limitation, the Corporation's right to receive Base Rental or any Additional Rental payable thereunder, to the Trustee for the benefit of the Owners of the Certificates, and the Corporation has no further rights or obligations under the Lease or Ground Lease.

SECTION 3. Acceptance of Assignment.

The Trustee hereby accepts the assignment of such of the Corporation's rights under the Ground Lease and the Lease as are assigned pursuant to the terms of this Assignment Agreement, for the purpose of securing such Base Rental and rights to the Owners, from time to time, of the Certificates.

SECTION 4. No Additional Rights or Duties.

This Assignment Agreement shall not confer any rights nor impose any duties, obligations, or responsibilities upon the Trustee beyond those expressly provided in the Ground Lease, the Lease and the Trust Agreement or as otherwise set forth herein. This Assignment Agreement shall not impose any duties, obligations, or responsibilities upon the Corporation or the Municipality beyond those expressly provided in the Ground Lease, the Lease, and the Trust Agreement or as otherwise set forth herein.

SECTION 5. Consent of Corporation and Municipality to Sale of Certificates.

The Corporation and the Municipality do hereby authorize, direct, and consent to the execution and delivery of the Certificates by the Trustee, the receipt of payment by the Trustee for the Certificates when the same shall be sold to the Original Purchaser thereof and the transfer, and deposit of such proceeds by the Trustee into the funds and accounts created by the Trust Agreement, all in accordance with the terms of the Trust Agreement.

SECTION 6. Further Assurances.

The Corporation will make, execute, and deliver any and all such further resolutions, instruments, assurances to continue the existence in good standing of the Corporation under the laws of the State of Mississippi (the "State"), and other assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of this Assignment Agreement, and for the better assuring and confirming to the Owners of the Certificates the rights and benefits intended to be conveyed pursuant hereto.

SECTION 7. Execution in Counterparts.

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

[the remainder of this page left blank intentionally]

IN WITNESS WHEREOF the parties hereto have executed this Assignment Agreement
as of the date first above written.

**CENTRAL MISSISSIPPI PUBLIC
IMPROVEMENT CORPORATION**

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

**STATE OF MISSISSIPPI
COUNTY OF RANKIN**

Personally appeared before me, the undersigned authority in and for the aforesaid jurisdiction, the within named _____, who acknowledged to me that s/he is the _____ of **CENTRAL MISSISSIPPI PUBLIC IMPROVEMENT CORPORATION** and that s/he signed and delivered the foregoing instrument of writing on the day and year therein mentioned for and on behalf of said corporation and as its official act and deed, being duly authorized so to do.

GIVEN UNDER MY HAND and official seal, this _____ day of _____, 2022.

Notary Public

My Commission Expires:

Signature page to Assignment Agreement, dated as of _____, 2022, by and between Central Mississippi Public Improvement Corporation and _____, as Trustee.

IN WITNESS WHEREOF the parties hereto have executed this Assignment Agreement
as of the date first above written.

_____, **AS TRUSTEE**

By: _____

Name: _____

Title: _____

STATE OF MISSISSIPPI
COUNTY OF _____

Personally appeared before me, the undersigned authority in and for the aforesaid jurisdiction the within named _____, who acknowledged to me that s/he is a _____ of _____ and that s/he signed and delivered the foregoing instrument of writing on the day and year therein mentioned for and on behalf of said trust company and as its official act and deed, being duly authorized so to do.

GIVEN UNDER MY HAND and official seal, this _____ day of _____, 2022.

Notary Public

My Commission Expires:

Signature page to Assignment Agreement, dated as of _____, 2022, by and between Central Mississippi Public Improvement Corporation and _____, as Trustee.

EXHIBIT A

LEGAL DESCRIPTION

[Insert Legal Description]

Exhibit F

Consent to Assignment Agreement

Prepared by and Return to:
Brad C. Davis (MSB #_____)
Watkins & Eager PLLC
400 East Capitol Street
Jackson, MS 39201

ORIGINAL LESSOR:
CITY OF BYRAM, MISSISSIPPI
ATTN: City Mayor

Telephone: _____

TRUSTEE / ASSIGNEE:

Telephone: _____

LESSEE/ ASSIGNOR:
CENTRAL MISSISSIPPI PUBLIC
IMPROVEMENT CORPORATION
ATTN: _____

Telephone: _____

INDEXING INSTRUCTIONS: _____
in the Second Judicial District of Hinds Municipality, Mississippi

MARGINAL NOTATION: Ground Lease recorded in Book _____ at Page _____
_____; Assignment Agreement recorded in Book _____ at Page _____

CONSENT TO ASSIGNMENT AGREEMENT

WHEREAS, pursuant to that certain Ground Lease, dated _____, 2022 (the "Ground Lease"), by and between City of Byram, Mississippi (the "Municipality") and the Central Mississippi Public Improvement Corporation (the "Corporation"), the Municipality has leased to the Corporation certain real property described in the Ground Lease (the "Property"); and

WHEREAS, pursuant to that certain Lease and Option to Purchase (the “Lease”), dated _____, 2022, by and between the Municipality and the Corporation, the Corporation has leased the Property and all buildings and improvements to be constructed thereon to the Municipality (the “Project”); and

WHEREAS, pursuant to that certain Assignment Agreement (the “Assignment Agreement”), dated _____, 2022, by and between the Corporation and _____ (the “Trustee”), the Corporation has assigned to the Trustee for the benefit of the Trustee as the holder of the Certificates of Participation, as defined in the Lease, all of its rights, title and interest under the Ground Lease and the Lease (excepting only the Corporation’s obligation to cause the Project to be constructed in accordance with the Lease and its rights to indemnification and payment or reimbursement of its costs and expenses incurred in connection with the acquisition of the Project), including the Corporation’s right to receive Base Rental and Additional Rental (as such terms are defined in the Lease), as well as its rights to enforce payment of such Base Rental and Additional Rental when due or otherwise to protect its interest in the event of a default or termination by the Municipality under the Lease, in accordance with the terms thereof; and

NOW, THEREFORE, the Municipality hereby acknowledges and consents to the assignment by the Corporation of all of its rights, title and interest under the Ground Lease and the Lease, to the Trustee as set forth above. The Municipality agrees that the Trustee shall exercise the rights of the Corporation under the Ground Lease and the Lease and that upon the execution of the Assignment Agreement the Corporation shall be relieved of all of its obligations and duties under the Ground Lease and the Lease other than its obligation to cause the Project to be constructed and equipped in accordance with the Lease.

FURTHER, in consideration of its assumption of the obligations of the Corporation under the Ground Lease and the Lease, the Municipality, to the extent allowed by law, hereby agrees to indemnify and hold harmless the Corporation and the Trustee and their officers and directors against any and all liabilities that might arise out of or are related to the Project and the Certificates of Participation, and the Municipality further agrees, to the extent allowed by law, to defend the Corporation and the Trustee and their officers and directors in any action arising out of or related to the Project and the Certificates of Participation.

EXECUTED as of _____, 2022.

CITY OF BYRAM, MISSISSIPPI

By: _____
Mayor Richard White

ATTEST:

By _____
City Clerk

Exhibit G

Agency Agreement

AGENCY AGREEMENT

dated as of _____, 20__

by and between

CENTRAL MISSISSIPPI PUBLIC IMPROVEMENT CORPORATION

and

CITY OF BYRAM, MISSISSIPPI

Prepared by:



Attorneys and Counselors at Law

est. 1895

THIS AGENCY AGREEMENT is entered into as of _____, 20__, by and between **CENTRAL MISSISSIPPI PUBLIC IMPROVEMENT CORPORATION** (the “Corporation”) and the City of Byram, Mississippi (the “Municipality”), a political subdivision of the State of Mississippi (the “State”).

WITNESSETH:

WHEREAS, the Municipality and the Corporation have entered into a Ground Lease (the “Ground Lease”), dated as of the date hereof, pursuant to which the Municipality agrees to lease a certain parcel of real property located in the Municipality, as described therein and in **Exhibit A** (the “Property”), to the Corporation;

WHEREAS, the Municipality and the Corporation have entered into a Lease and Option to Purchase, dated as of the date hereof (the “Lease”), pursuant to which the Corporation agrees to cause certain public facilities to be constructed, acquired, delivered and installed on the Property (collectively, the “Project”), and the Municipality agrees to lease the Project from the Corporation;

WHEREAS, the Corporation has transferred all of its right, title and interest in the Ground Lease and the Lease to _____, _____, _____, as the trustee (the “Trustee”), excepting only its obligation to construct the Project.

NOW, THEREFORE, in the joint and mutual exercise of their powers, and in consideration of the above premises and of the mutual covenants herein contained and for other valuable consideration, the parties hereto agree as follows:

SECTION 1. Definitions.

The terms capitalized in this Agency Agreement shall have the meanings given to them in the Lease and in the Trust Agreement, dated as of _____, 20__, by and between the Municipality and the Trustee (the “Trust Agreement”).

SECTION 2. Appointment.

The Corporation hereby irrevocably appoints the Municipality as its agent in connection with the acquisition, construction, financing, equipping, and leasing of the Project. The Municipality, as the agent of the Corporation for the foregoing purpose, shall cause the acquisition, construction, financing, equipping, and leasing of the Project to be completed in accordance with the Lease and any applicable requirements of governmental authorities and law.

SECTION 3. Acceptance.

The Municipality does hereby accept the foregoing appointment as agent of the Corporation for the purposes set forth in Section 2 hereof.

SECTION 4. Change Orders.

The Municipality may approve changes in the plans and specifications of the Project, so long as any such change does not, and all such changes as a whole do not, (i) or substantially alter

the nature of the Project, (ii) increase the total cost of the construction and acquisition of the Project to an amount in excess of \$_____, unless the Municipality contributes or makes available an amount equal to such excess to the Construction and Acquisition Fund or (iii) otherwise materially alter the terms and conditions set forth in the Lease. The Municipality shall promptly process and act upon any request for change orders. All changes in plans and specifications shall be approved in writing by the Municipality and shall be deemed part of the plans.

SECTION 5. Payment of Acquisition Costs.

Payment for the costs of constructing and installing the Project shall be made from the moneys deposited in the Construction and Acquisition Fund which shall be disbursed for this purpose in accordance and upon compliance with the Trust Agreement.

SECTION 6. Liquidation Damages.

The Corporation and the Municipality as its agent, shall deposit or cause to be deposited in the Contingency Account all liquidation damages received by the Corporation or the Municipality as its agent pursuant to the General Construction Contract.

SECTION 7. Unexpended Moneys.

The Municipality and the Corporation agree that the unexpended moneys remaining in the Construction and Acquisition Fund shall, upon payment in full of all costs of constructing and installing the Project, be applied solely in accordance with the provisions of the Trust Agreement.

SECTION 8. Compliance with Laws.

The Municipality will comply with and keep in effect and will cause any contractors to comply with and keep in effect all permits and approvals obtained from any governmental bodies that relate to the lawful construction of the Project. The Municipality will comply and cause any contractors to comply with all applicable laws, regulations, orders, and requirements of all governmental, judicial or legal authorities having jurisdiction over the Project, and with all recorded restrictions affecting the Project.

SECTION 9. Cooperation with the Municipality.

The Corporation will cooperate at all times with the Municipality in bringing about the timely completion of the Project.

SECTION 10. Indemnification and Hold Harmless Agreement.

The Municipality hereby agrees to hold harmless the Corporation and its officers and directors against any and all liabilities to the extent allowed by law which might arise out of or are related to the Certificates of Participation (City of Byram, Mississippi, Fire Station Lease Purchase Project), in one or more taxable or tax-exempt series, dated the date of delivery thereof, in an amount not to exceed \$_____ (the "Certificates"), the Property, or the Project, and the Municipality further agrees to defend any party in any action arising out of or related to the Property, the Project and the Certificates.

SECTION 11. Effective Date.

This Agency Agreement shall become effective as of the date of its execution by the Municipality and the Corporation and shall remain in full force and effect during the term of the Lease, until completion of the construction, acquisition, delivery and installation of the Project as evidenced by the delivery by the Municipality to the Trustee of the Certificate of Completion. All actions of the Municipality taken prior to the effective date of this Agency Agreement with regard to the construction, acquisition, delivery, and installation of the Project are hereby ratified and confirmed.

SECTION 12. Execution in Counterparts.

This Agency Agreement dated _____, 20__, may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

[Signature Pages following]

IN WITNESS WHEREOF, the parties hereto have caused this Agency Agreement to be executed and attested by their proper officers thereunto duly authorized, as of the day and year first above written.

City of Byram, Mississippi

Mayor Richard White

ATTEST:

City Clerk

(seal)

**STATE OF MISSISSIPPI
COUNTY OF HINDS**

Personally appeared before me, the undersigned authority in and for the aforesaid jurisdiction, the within named _____ and _____, who acknowledged to me that they are the Mayor and City Clerk, respectively, of **CITY OF BYRAM, MISSISSIPPI**, and that they signed and delivered the foregoing instrument of writing on the day and year therein mentioned for and on behalf of said Municipality and as its official act and deed, being duly authorized so to do.

GIVEN UNDER MY HAND and official seal, this day, _____, 2022.

Notary Public

My Commission Expires:

IN WITNESS WHEREOF, the parties hereto have caused this Agency Agreement to be executed and attested by their proper officers thereunto duly authorized, as of the day and year first above written.

Central Mississippi Public Improvement Corporation

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

**STATE OF MISSISSIPPI
COUNTY OF RANKIN**

Personally appeared before me, the undersigned authority in and for the aforesaid jurisdiction, the within named _____, who acknowledged to me that s/he is the _____ of **CENTRAL MISSISSIPPI PUBLIC IMPROVEMENT CORPORATION** and that s/he signed and delivered the foregoing instrument of writing on the day and year therein mentioned for and on behalf of said corporation and as its official act and deed, being duly authorized so to do.

GIVEN UNDER MY HAND and official seal, this _____ day of _____, 2022.

Notary Public

My Commission Expires:

[Central Mississippi Public Improvement Corporation's Signature Page to Agency Agreement]

Exhibit A

Legal Description

Exhibit H

Purchase Agreement

Sales Parameters Sheet

City of Byram, Mississippi
\$_____ Certificates of Participation
(City of Byram, Mississippi, Fire Station Lease Purchase Project)
(the "Certificate" or "Certificates")

Issuer: **City of Byram, Mississippi (the "Municipality")**
Placement Agent: _____
Special Counsel: **Watkins & Eager PLLC, Jackson, Mississippi**

Purpose: The proceeds from the sale of the Certificates will be used to: (a) acquire public buildings, facilities, and equipment through the use of rental contracts or lease agreements with a non-profit corporation (the "Corporation") organized and existing under the laws of the State of Mississippi (the "State") and (b) pay the costs of the authorization, issuance, sale, validation, and delivery of the Certificates (the "Authorized Purpose").

Project: The Certificates are being issued to provide funds for the acquisition, construction, financing, equipping, and leasing of a fire station and related facilities and certain equipment within the Municipality (the "Project").

Certificates: Certificates of Participation (City of Byram, Mississippi, Fire Station Lease Purchase Project)

Amount: Maximum principal amount of \$_____

Tax Status: The Certificates will be exempt from income taxes of the State, exempt from federal income taxes, and will be "qualified tax-exempt obligations" based upon Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the "Code").

Term: The term of the Certificates is _____ years from date of issuance, with a final maturity of _____ 1, 20__.

Structure: Annual principal payments beginning _____ 1, 20__, and semi-annual interest payments on _____ 1 and _____ 1, beginning _____ 1, 20__. Final maturity of _____ 1, 20__. The schedule of estimated mandatory sinking fund payments is attached as **Exhibit A**.

Optional Redemption: The Municipality prefers the option to redeem or refund the Certificates either in whole or in part on any date, at the principal amount thereof together with accrued interest to the date fixed for redemption. If the purchaser of the

Certificates (the "Purchaser") has a different preference, please specify via **Exhibit A**.

Security:

The Certificates represent fractional and proportionate undivided interests in a Lease and Option to Purchase (the "Lease") including the right to receive Base Rental payments thereunder from the Municipality under the authority of Sections 31-8-1 *et seq.*, Mississippi Code of 1972, as amended (the "Act"). The proceeds of the sale of the Certificates will be used for the Project. The Project will be leased to the Municipality by the Corporation. Pursuant to an Assignment Agreement, the Corporation will irrevocably assign under a Trust Agreement certain of its rights under the Lease, including the right to receive the Base Rental payments paid by the Municipality.

The obligation of the Municipality to make Base Rental payments under the Lease constitutes a binding obligation of the Municipality in accordance with the terms of the Lease. The Municipality's obligation to pay any such amounts due or to perform any covenants requiring or resulting in the expenditure of money shall be contingent and expressly limited to the extent of any specific, annual appropriation made by the Municipality to fund such Base Rental payments. Nothing contained in the Lease shall create any monetary obligation on the part of the Municipality beyond such current and specific appropriation. The Municipality's Mayor and Board of Aldermen (the "Governing Body"), in its sole discretion, may make said payments with any lawfully available revenues. Nothing in the Lease creates a lien of any kind or character whatsoever upon any funds, income, or revenue now existing or hereafter held, collected, received, anticipated by, or available to the Governing Body or prevents or restricts the Governing Body at any time from pledging, obligating, or creating specific liens upon its funds, income, or revenues or for the payment of any bonds, notes, or certificates of the Governing Body or for any other purpose whatsoever. the obligation of the Municipality under the Lease is not a general obligation and does not constitute a pledge of the full faith and credit of the Municipality within the meaning of any constitutional or statutory provision or limitation.

Paying Agent:

Please indicate your interest (and fee, if any) in serving as Paying Agent; otherwise, the Municipality will select the Paying Agent (if any).

Bond Ratings:	None on this issue.
Bond Insurance:	None on this issue.
Payment Record:	The Municipality has never defaulted on any of its debt obligations.
Interest Rate:	Provide interest rate on Exhibit A . Interest shall be calculated 30/360 unless otherwise indicated.
Privately Negotiated Transaction:	It is the expectation of the Municipality that the Certificates shall <u>not</u> be (i) assigned a separate rating by any municipal securities rating agency, (ii) registered with The Depository Trust Company or any other securities depository, (iii) issued pursuant to any type of offering document or official statement, or (iv) assigned a CUSIP number by Standard & Poor's CUSIP Service. The Purchaser will be required to represent that its present intention is to hold the Certificates to maturity or earlier redemption and to make other standard representations included in an investment letter. If the Purchaser has a different preference, please specify via Exhibit A .
Conditions Precedent to Financing:	Including, but not limited to, the following: (i) Execution of all reasonable documentation as may be requested by the Purchaser relating to the Certificates in form and substance satisfactory to the Purchaser. (ii) Receipt of an opinion of Special Counsel, in form and substance satisfactory to the Purchaser and including without limitation, due authorization, enforceability, and compliance with all applicable laws. (iii) Receipt of and satisfactory review by the Purchaser of all applicable ordinances and evidence of authority. (iv) Receipt of an opinion from Special Counsel confirming the State and federal tax-exempt status of the Certificates.
Remedies:	The Purchaser shall have all of the rights and remedies set forth in the financing documents, and available at law and in equity, for the enforcement thereof.
Legal Opinions:	Legal matters incident to the authorization and issuance of the Certificates are subject to the unqualified approving opinion of Special Counsel.

PURCHASE CONTRACT

**\$_____ CERTIFICATES OF PARTICIPATION
(BYRAM FIRE STATION LEASE PURCHASE PROJECT), SERIES 2022**

**EVIDENCING PROPORTIONATE INTERESTS IN A LEASE, INCLUDING THE
RIGHT TO RECEIVE BASE RENTAL PAYMENTS THEREUNDER, TO BE MADE BY
THE CITY OF BYRAM, MISSISSIPPI**

Central Mississippi Public Improvement Corporation
Pearl, Mississippi

Ladies and Gentlemen:

The undersigned _____, _____, _____ (the "Purchaser"), offers to enter into the following agreement (the "Purchase Contract") with the Central Mississippi Public Improvement Corporation (the "Corporation" or the "Lessor") which upon acceptance will be binding upon the Corporation and upon the Purchaser, subject to approval by the City of Byram, Mississippi (the "Municipality" or the "Lessee").

The Certificates are issued pursuant to Sections 31-8-1 *et seq.*, Mississippi Code of 1972, as amended (the "Act"), and a resolution adopted by the Mayor and Board of Aldermen (the "Governing Body") of the Municipality on October 27, 2022, authorizing and directing the issuance of the Certificates and the execution of the Agency Agreement, Ground Lease, Lease, Purchase Contract, and Trust Agreement (as defined herein) (the "Certificates Resolution").

1. Upon the terms and conditions and upon the basis of the representations, warranties, and agreements set forth herein, the Purchaser hereby agrees to purchase from the Corporation and the Corporation hereby agrees to sell and deliver to the Purchaser for such purpose, the \$_____ principal amount of the Certificates of Participation (City of Byram Fire Station Lease Purchase Project), Series 2022, in the captioned Lease and Option to Purchase (the "Lease") by and between the Corporation and the City of Byram, Mississippi (the "Certificates") for the purchase price of \$_____.

2. All of the Certificates shall be dated _____, 2022, and shall bear interest from their date payable on _____ of each year, commencing on _____, 20___. The Certificates shall mature and shall bear interest as set forth in the **Exhibit A** attached hereto. The Certificates shall be subject to optional redemption on _____ (as further defined and described in the Trust Agreement).

3. The Certificates will evidence the Purchaser's right to receive annual distributions of specified portions of certain Base Rental Payments (and other moneys, if any) received by _____, _____, _____, as trustee (the "Trustee"), pursuant to the terms of a Trust Agreement, dated as of _____, 2022 (the "Trust Agreement"), by and between the Trustee,

the Corporation, and the Municipality, as executed and approved in form by the Corporation, with respect to the Lease.

4. The Corporation represents and warrants to the Purchaser, and agrees that:

(a) The Corporation is a corporation organized and existing under the laws of the State of Mississippi (the “State”), authorized to do business in the State and has full legal right, power, and authority to enter into the Purchase Contract, to execute and deliver the Trust Agreement, the Ground Lease, the Lease, and the Assignment Agreement, to issue, sell, and deliver the Certificates to the Purchaser, and to carry out and consummate all other transactions contemplated by the Purchase Contract, the Ground Lease, the Lease, the Agency Agreement, and the Assignment Agreement.

(b) The Corporation has duly authorized and approved the execution of delivery of, and the performance of the obligations contained in, the Ground Lease, the Lease, the Assignment Agreement, the Trust Agreement, the Agency Agreement, and the Purchase Contract, and the consummation of all other transactions contemplated by the Certificates Resolution.

(c) The Corporation is not in breach of or default under any applicable law or administrative regulation of the State or the United States or any applicable judgment or decree or any loan agreement, note, resolution, agreement, or other instrument to which the Corporation is a party or is otherwise subject, which breach or default would in any way materially adversely affect the authorization or issuance of the Certificates, 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 or default under any instrument; and the execution and delivery of the Assignment Agreement, the Trust Agreement, the Lease, the Purchase Contract, the Agency Agreement, and the Certificates, and compliance with the provision of each thereof will not conflict with or constitute in any material respect a breach of or default under any law, administrative regulation, judgment, decree, or loan agreement.

(d) 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 our knowledge, threatened against the Corporation affecting its corporate existence or the titles of its officers to their respective offices or seeking to prohibit, restrain or enjoin the sale, issuance or delivery of the Certificates or the collection of Base Rental Payments (as defined in the Trust Agreement), or in any way contesting or affecting the validity or enforceability of the Certificates, the Lease, the Trust Agreement, the Agency Agreement, or the Purchase Contract, or any authority for the issuance of the Certificates.

(e) No consent, approval, authorization, or order of any court or governmental agency or body of the State, except as has previously been obtained, is required for the authorization, issuance, delivery, or sale of the Certificates or the consummation of the other transactions effected or contemplated herein or hereby.

(f) On _____, 2022 (the “Closing”), or on such other date as may be mutually agreed upon, the Trustee will deliver the Certificates to us in definitive form, duly executed,

together with the other documents hereinafter mentioned, and we will accept such delivery and pay the purchase price of the Certificates in Federal funds. Delivery and payment shall be made at such place as shall have been mutually agreed upon. The Certificates shall be printed, provided, however, that, as authorized in the Trust Agreement, temporary Certificates may be delivered at the Closing and definitive Certificates exchanged for such temporary Certificates as soon as is practicable. If we so request, the Certificates shall be made available to us at least one business day before the Closing for purposes of inspection and packaging.

5. We have entered into the Purchase Contract in reliance upon the representations and warranties of the Corporation contained herein and to be contained in the documents and instruments to be delivered at the Closing and upon the performance by the Corporation of its obligations hereunder, both as of the date hereof and as of the date of Closing. Accordingly, our obligation under the Purchase Contract to purchase and pay for the Certificates shall be subject to the performance by the Corporation of such obligations at or prior to the Closing, and shall also be subject to the following conditions:

(a) The representations and warranties of the Corporation contained herein shall be true, complete, and correct as of the date hereof and on and as of the date of Closing as if made on the date of Closing;

(b) At the time of the Closing, the Trust Agreement shall be in full force and effect, and shall not have been amended, modified, or supplemented, except as agreed to by us;

(c) At the time of Closing, all official action of the Corporation relating to the Trust Agreement, the Purchase Contract, and the Certificates shall be in full force and effect and shall not have been amended, modified, or supplemented, except as agreed to by us;

(d) At or prior to the Closing, we shall receive the following documents:

(i) The unqualified approving opinion of Watkins & Eager PLLC, Jackson, Mississippi ("Special Counsel"), in the form satisfactory to the Purchaser, the Municipality, and the Corporation, which, as to matters related to the exemption of interest on the Certificates from Federal income taxes;

(ii) One copy of a transcript of all proceedings relating to the authorization, validation, and issuance of the Certificates; and

(iii) Such additional legal opinions, certificates, instruments, and other documents as we may reasonably request to evidence the truth and accuracy, as of the date hereof and as the date of the Closing, of the Corporation's representations and warranties contained herein and the due performance of satisfaction by the Corporation at or prior to the date of the Closing of all agreements then to be performed and all conditions then to be satisfied by the Corporation.

(e) If the Corporation shall be unable to satisfy the conditions to the obligations of the Purchaser contained in the Purchase Contract, or if such obligations of the Purchaser shall be

terminated for any reason permitted by the Purchase Contract, the Purchase Contract shall terminate and neither the Purchaser nor the Corporation shall be under further obligation hereunder.

6. We may terminate the Purchase Contract by notifying the Corporation of our election to do so. If, after its execution and prior to the Closing (i) the marketability of the Certificates or the market price thereof, in our opinion, has been materially adversely affected by any legislation enacted by or favorably reported to the Senate or House of Representatives of the United States or either house of the Legislature of the State or by any decision of any Federal or State court or any ruling or regulation (final, temporary, or proposed) by or on behalf of the Treasury Department of the United States, the Internal Revenue Service, or other Federal or State authority, affecting the tax status of the Corporation or the Municipality, its property or income, the Corporation's obligations (including the Certificates) or the interest thereon, or (ii) the United States shall have become engaged in national emergency; or (iii) there shall have accrued a general suspension of trading on the New York Stock exchange or the declaration of a general banking moratorium by United States, New York, or Mississippi authorities.

7. The Purchase Contract is made solely for the benefit of the Corporation, the Municipality, and the Purchaser, and no other person shall acquire or have any right hereunder or by virtue hereof. All of the Corporation's representations and warranties contained in the Purchase Contract shall remain operative and in full force and effect, regardless of (i) any investigations made by or on behalf of the Purchaser, (ii) delivery of any payment for the Certificates and (iii) any termination of the Purchase Contract.

8. This Purchase Contract shall be effective and enforceable upon its execution.

Very truly yours,

_____, _____, _____

ACCEPTED:

Central Mississippi Public Improvement Corporation

By: _____

Name: _____

Title: _____

ACKNOWLEDGED AND APPROVED:

City of Byram, Mississippi

By: _____
Mayor

(seal)

Exhibit A

Semiannual Debt Service Schedule

Base Rental Payments

Amount:	\$ _____ .00
Interest Rate:	_____ %
Term:	_____ Annual Payments
First Payment Date:	_____
Last Payment Date:	_____

Payment No.	Date	Principal	Interest	Payment	Beginning Balance
	__/__/2022			\$	
1					
2				\$	
3				\$	
4				\$	
5				\$	
6				\$	
7				\$	
8				\$	
9				\$	
10				\$	
11				\$	
12				\$	
13				\$	
14				\$	
15				\$	(0.00)

Exhibit I

Private Placement Agreement

PRIVATE PLACEMENT AGREEMENT

This **PRIVATE PLACEMENT AGREEMENT**, dated _____, 2022 (this “Placement Agreement”), is by and among the **CENTRAL MISSISSIPPI PUBLIC IMPROVEMENT CORPORATION** (the “Corporation”), a Mississippi non-profit corporation, the **CITY OF BYRAM, MISSISSIPPI** (the “Municipality”), a body politic existing under the Constitution and laws of the State of Mississippi (the “State”), and, _____, _____, _____ (the “Placement Agent”).

WITNESSETH:

WHEREAS, the Corporation and the Municipality have entered into a Ground Lease (the “Ground Lease”), dated as of _____, 2022, pursuant to which the Municipality has leased certain real property located in the Municipality as described therein (the “Property”) to the Corporation; and

WHEREAS, the Corporation, as lessor, and the Municipality, as lessee, have entered into a Lease and Option to Purchase, dated as of _____, 2022 (the “Lease”), pursuant to which the Municipality leased for governmental purposes from the Corporation the Property whereon the Municipality intends to have constructed and equipped a fire station and related facilities and certain equipment (together with the Property, the “Project”), and the Corporation agrees to lease the Project to the Municipality, all as authorized by Sections 31-8-1 *et seq.*, Mississippi Code of 1972, as amended and supplemented (the “Act”); and

WHEREAS, pursuant to an Assignment Agreement, by and between the Corporation and _____, _____, _____, as trustee (the “Trustee”), dated as of _____, 2022, the Corporation has transferred all of its rights, title, claims, proceeds, rents, and interest in and to the Ground Lease and the Lease, including the right to receive certain rental payments due thereunder (the “Base Rental”), to the Trustee for the benefit of the owners of the \$_____ Certificates of Participation, Series 2022 (Byram, Mississippi, Fire Station Lease Purchase Project) (the “Certificates”) to be executed and delivered by the Trustee pursuant to a Trust Agreement (the “Trust Agreement”) by and between the Corporation, the Municipality, and the Trustee, dated as of _____, 2022; and

WHEREAS, the Trustee shall execute and deliver the Certificates evidencing proportionate interests in the Lease, including the right to receive Base Rental payable thereunder, and shall undertake such other responsibilities as are assigned to the Trustee pursuant to the Trust Agreement; and

WHEREAS, the Certificates are more fully described in the Trust Agreement and in Schedule I attached hereto; and

WHEREAS, the Corporation and the Municipality have employed the Placement Agent to act as their agent in connection with the private placement of the Certificates.

NOW, THEREFORE, for and in consideration of the covenants herein made, and upon the terms and subject to the conditions herein set forth, the parties hereto agree as follows:

Section 1. Definitions. All capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to them in the Trust Agreement.

Section 2. Appointment of Placement Agent. Pursuant to the Trust Agreement and this Placement Agreement, the Corporation and the Municipality hereby appoint the Placement Agent as exclusive placement agent with respect to the Certificates, and the Placement Agent hereby accepts such appointment, with such duties as described herein and in the Trust Agreement.

Section 3. Placement of the Certificates. The Placement Agent hereby agrees, as the agent of the Corporation and the Municipality, to place the Certificates with _____, _____, _____ (the “Purchaser”), pursuant to the terms set forth in the Commitment to Finance, attached hereto as Schedule II. The Purchaser is to purchase the Certificates at a price as set forth in Schedule III (the “Purchase Price”). It is understood that the purchase of the Certificates by the Purchaser is subject to: (a) receipt by the Placement Agent of an opinion of Watkins & Eager PLLC, Jackson, Mississippi (“Special Counsel”) to the effect that the Lease, including the Municipality’s obligation to make Base Rental payments thereunder as evidenced by the Certificates, constitutes a valid and legally binding obligation of the Municipality, and to the effect that the portion of the Base Rental which is designated in the Lease as interest and paid as interest on the Certificates is excludable from federal and State income taxes under existing laws, regulations, rulings and judicial decisions, or a letter allowing the Purchaser and the Placement Agent to rely on such opinion; (b) the delivery of certificates in form and tenor satisfactory to the Placement Agent and the Purchaser evidencing the proper execution and delivery of the Certificates and receipt of payment therefor; and (c) satisfaction of other conditions specified in the Trust Agreement. The Placement Agent shall be required to deposit the Purchase Price received from the Purchaser with the Trustee on or before _____, 2022 (the “Closing Date”), as set forth in Schedule III attached hereto. Subject to the purchase of the Certificates by the Purchaser, the Trustee will pay \$_____ plus expenses of \$_____ from the proceeds of the Certificates or from other funds of the Municipality to the Placement Agent for its Placement Agent Fee (the “Placement Agent Fee”) on or after the Closing Date. The Certificates will be placed on the Closing Date with the Purchaser pursuant to the facilities of The Depository Trust Company (“DTC”) in accordance with the exemptions set forth in Rule 15c2-12 of the Securities and Exchange Commission.

Section 4. Tax Exemption. Special Counsel will deliver an opinion to the effect that interest on the Certificates is excludable from gross income for federal income tax purposes under existing statutes, regulations, rulings, and court decisions.

Section 5. Registration with DTC and CUSIP Numbers; No Rating or Offering Document. The Certificates shall be (a) registered with DTC or any other securities depository, and (b) assigned a CUSIP number by Standard & Poor’s CUSIP Service Bureau. The Certificates shall not be (i) assigned a separate rating by any municipal securities agency, or (ii) issued pursuant to any type of offering document or official statement.

Section 6. Payment for Certificates. The Placement Agent agrees that it will, on the Closing Date, wire transfer to the Trustee, in immediately available funds an amount equal to the Purchase Price received from the Purchaser for settlement through the facilities of DTC. If the Placement Agent does not wire transfer the Purchase Price received from the Purchaser to the Trustee on the

Closing Date, or the Purchaser otherwise refuses to purchase the Certificates, the Placement Agent will use its reasonable best efforts to arrange for a substitute Purchaser for the Certificates on the terms set forth in Section 3.

Section 7. Limitation. Nothing contained in this Placement Agreement shall obligate the Placement Agent to purchase the Certificates in the event the Purchaser fails to pay the Purchase Price of the Certificates or in the event the Placement Agent is unable to arrange for the purchase of the Certificates.

Section 8. Fees and Expenses. The Placement Agent Fee set forth herein represents the total compensation due to the Placement Agent for its services under this Placement Agreement.

The Municipality is responsible for all other expenses and fees due in connection with the sale, delivery and issuance of the Certificates which are to be paid from the balance of the proceeds of the Certificates not utilized for the costs of the Project or from other funds of the Municipality.

Section 9. Obligations of Placement Agent. The Corporation and the Municipality acknowledge and agree that this Placement Agreement does not constitute a guarantee by the Placement Agent to arrange the placement of the Certificates. It is understood that the Placement Agent's obligations under this Agreement are to use reasonable efforts throughout the term of this Placement Agreement to perform the services described herein. The Corporation and the Municipality acknowledge and agree that the Placement Agent is being retained to act solely as placement agent for the Certificates, and not as an agent, advisor or fiduciary to the Corporation and/or the Municipality, and that this Placement Agreement is not intended to confer rights or benefits on any member, affiliate, shareholder or creditor of the Corporation and/or the Municipality or any other person or entity or to provide the Corporation and/or the Municipality or any other person with any assurances that the transaction will be consummated.

The Placement Agent shall act as an independent contractor under this Placement Agreement, and not in any other capacity, including as a fiduciary. The Corporation and the Municipality acknowledge and agree that: (i) the transaction contemplated by the Placement Agreement is an arm's length, commercial transaction between the Corporation, the Municipality, and the Placement Agent in which the Placement Agent is acting solely as a principal and is not acting as a municipal advisor, financial advisor or fiduciary to the Corporation or the Municipality; (ii) the Placement Agent has not assumed any advisory or fiduciary responsibility to the Corporation or the Municipality with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether the Placement Agent has provided other services or is currently providing other services to the Corporation or the Municipality on other matters); (iii) the only obligations the Placement Agent has to the Corporation and the Municipality with respect to the transaction contemplated hereby expressly are set forth in this Placement Agreement; and (iv) the Corporation and the Municipality have consulted their own legal, accounting, tax, financial, and other advisors, as applicable, to the extent they have deemed appropriate.

Section 10. Governing Law. This Placement Agreement shall be governed by and construed in accordance with the laws of the State.

Section 11. Counterparts. This Placement Agreement may be executed in one or more counterparts, each of which shall be an original and all of which, when taken together, shall constitute but one and the same instrument.

Section 12. Binding Effect. This Placement Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns, except that no party hereto may assign any of its rights or obligations hereunder without the written consent of the other party.

Section 13. Investor Letter. The Purchaser shall each execute an Investor Letter in substance and in force satisfactory to the Corporation, the Municipality, and the Placement Agent.

IN WITNESS WHEREOF, the parties hereto have caused this Placement Agreement to be executed by their respective duly authorized representatives as of the day and year first above written.

_____, **as Placement Agent**

By: _____

Title: _____

**CENTRAL MISSISSIPPI PUBLIC
IMPROVEMENT CORPORATION**

By: _____

Title: _____

CITY OF BYRAM, MISSISSIPPI

By: _____

Mayor Richard White

ATTEST:

By: _____
City Clerk

(seal)

SCHEDULE I

MATURITY SCHEDULE

Date of Maturity (_____ 1)	Principal Amount	Interest Rate	Yield	CUSIP

SCHEDULE II

COMMITMENT TO FINANCE

SCHEDULE III

PURCHASE PRICE

Par Amount of Certificates

PURCHASE PRICE

Exhibit J

Preliminary Official Statement

PRELIMINARY OFFICIAL STATEMENT DATED _____, 2022

OFFICIAL STATEMENT

NEW ISSUE - BOOK ENTRY ONLY

NON-RATED

In the opinion of Bond Counsel, the interest portion of the Base Rental payments to be made by the Municipality under the Lease and received by the owners of the Certificates is excludable from federal gross income pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), and is not a specific item of tax preference under Section 57 of the Code for purposes of calculating alternative minimum tax; however, such interest is taken into account in determining adjusted current earnings for the purpose of computing the alternative minimum tax imposed on certain corporations. Bond Counsel is of the further opinion that interest on the Certificates is exempt from State of Mississippi income taxation under existing laws. See the section entitled "TAX MATTERS" herein.

\$ _____ *

CERTIFICATES OF PARTICIPATION
(CITY OF BYRAM, MISSISSIPPI, FIRE STATION LEASE PURCHASE PROJECT)
\$ _____ * **SERIES 2022A (TAX-EXEMPT)**
\$ _____ * **SERIES 2022B (TAXABLE)**
EVIDENCING PROPORTIONATE INTERESTS IN A LEASE, INCLUDING
THE RIGHT TO RECEIVE BASE RENTAL PAYMENTS THEREUNDER, TO BE MADE BY
CITY OF BYRAM, MISSISSIPPI

Dated: Date of Delivery

Due: _____ 1, as shown on inside of front cover

The Certificates of Participation (City of Byram, Mississippi Fire Station Lease Purchase Project), Series 2022 (the "Certificates") represent fractional and proportionate undivided interests in a Lease and Option to Purchase Agreement (the "Lease") including the right to receive Base Rental payments thereunder (as defined herein), to acquire, construct, finance, equip, and lease a fire station and related facilities and certain equipment, under authority of Sections 31-8-1 *et seq.*, Mississippi Code of 1972 (the "Act") with the proceeds of the sale of the Certificates and leased to City of Byram, Mississippi by the Central Mississippi Public Improvement Corporation, a non-profit corporation organized and existing under the laws of the State of Mississippi (the "Corporation"). Pursuant to an Assignment Agreement, the Corporation has irrevocably assigned certain of its rights under the Lease, including the right to receive Base Rental payments paid by the Municipality, to _____, as Trustee (the "Trustee").

The Certificates are issuable only as fully registered certificates, without coupons. The Certificates will be available to purchasers in the principal denomination of \$5,000 each or any integral multiple thereof. The Certificates will be registered in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York ("DTC"), as securities depository for the Certificates. Purchasers of the Certificates will not receive physical delivery of the Certificates. The principal or redemption price of and interest on the Certificates are payable by wire transfer to DTC which, in turn, will remit such principal, redemption price or interest to DTC Participants for subsequent disbursements to the Beneficial Owners of the Certificates, as more fully discussed herein. See "THE CERTIFICATES - Book-Entry Only System" herein.

Interest is payable on _____ 1 and _____ 1 of each year (each an "Interest Payment Date"), commencing _____ 1, 20____. Principal of the Certificates is payable at maturity thereof or earlier redemption thereof at the corporate trust office of the Trustee in _____, _____, or at the office of any paying agent. The Certificates shall mature on _____ 1 of each year as set forth on the inside of the front cover hereof.

Certificates maturing on or after _____ 1, 20____, are subject to redemption on any date on or after _____ 1, 20____, at par, if the Municipality exercises its prepayment rights under Section 15 of the Lease.

The Certificates are subject to mandatory redemption as described herein.

The obligation of the Municipality to make Base Rental and Additional Rental payments under the Lease constitutes a binding obligation of the Municipality in accordance with the terms of said Lease. The Municipality's obligation to pay any amounts due or perform any covenants requiring or resulting in the expenditure of money shall be contingent and expressly limited to the extent of any specific, annual appropriation made by the Municipality to fund such Lease. Nothing contained in the Lease shall create any monetary obligation on the part of the Municipality beyond such current and specific appropriation. The Mayor and the Board of Aldermen of the Municipality, in their sole discretion, may make said payments with any lawfully available revenues. Except as stated in the Trust Agreement, nothing in the Lease creates a lien of any kind or character whatsoever upon any funds, income or revenue now existing or hereafter held, collected, received, anticipated by, or available to the Governing Body or prevents or restricts the Governing Body at any time from pledging, obligating or creating specific liens upon funds, income or revenues to or for the payment of any bonds, notes or certificates of the Governing Body or for any other purpose whatsoever. The Municipality has not pledged or levied any form of taxation for the payment of Outstanding Certificates.

The obligation of the Municipality under the Lease is not a general obligation and does not constitute a pledge of the full faith and credit of the Municipality, the State of Mississippi or any political subdivision or agency thereof within the meaning of any constitutional or statutory provision or limitation.

The portions of the Certificates not exceeding \$10,000,000 have been designated by the Municipality as "qualified tax-exempt obligations" for purposes of Section 265(b)(3)(B) of the Internal Revenue Code of 1986, as amended.

CREWS & ASSOCIATES, INC.

The Certificates are offered when, as and if delivered to and received by the Corporation, subject to the approval of legality by Watkins & Eager PLLC Bond Counsel. The Certificates, in book-entry form, will be available for delivery on or about _____, 2022*.

Official Statement dated _____, 20____.

*Preliminary and subject to change.

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. 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.

MATURITY SCHEDULE

<u>YEAR OF MATURITY</u>	<u>PRINCIPAL AMOUNT</u>	<u>INTEREST RATE</u>	<u>YIELD</u>	<u>CUSIP¹</u>

¹ The CUSIP numbers listed above are being provided solely for convenience of the holders of the Certificates only, and the Municipality and the Underwriter 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 issuance of the Certificates as a result of various subsequent actions, including but not limited to a refunding in whole or in part of the Certificates.

No dealer, broker, salesman, or other person has been authorized to make any representations with respect to the Certificates other than is contained in this Official Statement, and if given or made, such other information or representations must not be relied upon as authorized by the Municipality. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy any of the Certificates in any jurisdiction to any person to whom it is unlawful to make such offer or solicitation in such jurisdiction. The information regarding DTC has been obtained from DTC, but is not guaranteed as to accuracy or completeness by the Municipality. The Underwriter has provided the following sentence for inclusion in this Official Statement: The Underwriter has reviewed the information in this Official Statement in accordance with and as a part of its responsibility to investors 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. The information, estimates, and expressions of opinion contained herein are subject to changes without notice, and while all information has been secured from sources which are believed to be reliable, all parties preparing and distributing the Official Statement make no guaranty or warranty relating thereto. All opinions, estimates or assumptions, whether or not expressly identified, are intended as such and not as representations of fact. Neither the delivery of this Official Statement shall, nor any sale made hereunder, under any circumstances, create any implication that there has been no change in the affairs of the Municipality since the date hereof.

Forward-Looking Statements

This Official Statement, including information contained in **Appendix A, Appendix B,** and “SOURCES OF PAYMENT – Municipality Base Rental Payment Plan,” relating to future results that are “forward-looking statements” as defined in the Private Securities Litigation Reform Act of 1995. When used in this Official Statement, the words “estimated,” “forecasted,” “intended,” “expected,” “anticipated,” “projected,” and similar expressions identify forward-looking statements. Such statements are subject to risks and uncertainties that could cause actual results to differ materially from those contemplated in such forward-looking statements. Any forecast is subject to such uncertainties. Inevitably, some assumptions used to develop the forecasts will not be realized and unanticipated events and circumstances may occur. Therefore, there are likely to be differences between forecasts and may be material. For a discussion of certain of such risks and possible variations in results, see the information under “RISK FACTORS AND INVESTMENT CONSIDERATIONS.”

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CITY OF BYRAM, MISSISSIPPI

RICHARD WHITE
ROBERT AMOS
ROSHELLE GIBSON
ROSHUNDA HARRIS-ALLEN
DIANDRA HOSEY
ERMA JOHNSON
TERESA MACK
DAVID MOORE
MAYOR AND THE BOARD OF ALDERMEN

ANGELA RICHBURG
CITY CLERK

JOHN P. SCANLON, ESQ.
COUNSEL TO THE MUNICIPALITY

UNDERWRITER

WATKINS & EAGER PLLC
JACKSON, MISSISSIPPI
BOND COUNSEL

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\$ _____ *

**CERTIFICATES OF PARTICIPATION
(CITY OF BYRAM, MISSISSIPPI FIRE STATION LEASE PURCHASE PROJECT)
\$ _____ * SERIES 2022A (TAX-EXEMPT) AND
\$ _____ * SERIES 2022B (TAXABLE)
EVIDENCING PROPORTIONATE INTERESTS IN A LEASE,
INCLUDING THE RIGHT TO RECEIVE
BASE RENTAL PAYMENTS THEREUNDER, TO BE MADE BY
CITY OF BYRAM, MISSISSIPPI**

INTRODUCTION

The purpose of this Official Statement, which includes the attached Appendices, is to provide certain information concerning the sale and delivery of the Certificates of Participation (City of Byram, Mississippi Fire Station Lease Purchase Project), Series 2022 (the “Certificates”), in the maximum aggregate principal amount of \$_____. The Certificates represent fractional and proportionate undivided interests in a Lease and Option to Purchase Agreement (the “Lease”), dated as of the date of issuance of the Certificates, by and between City of Byram, Mississippi (the “Municipality”), and Central Mississippi Public Improvement Corporation, a Mississippi non-profit corporation (the “Corporation”), including the right to receive payments to be made by the Municipality as Base Rental for the use and occupancy of facilities to be utilized as a Municipality fire station and related facilities.

Pursuant to Section 19-3-41, Mississippi Code of 1972, as amended, the Mayor and the Board of Aldermen of the Municipality (the “Governing Body”) are required to provide in the Municipality a fire station, which must be kept in good repair. Additionally, the Governing Body is authorized to establish appropriate justice court courtrooms pursuant to Section 9-11-15 Mississippi Code of 1972, as amended. The Municipality is authorized to enter into the Lease and pay said Base Rental pursuant to the provisions of Sections 31-8-1 *et seq.*, Mississippi Code of 1972, as amended (the “Act”).

The meaning of capitalized terms used in this Official Statement is set forth under the caption “GLOSSARY” unless otherwise defined herein, or in the Trust Agreement.

Pursuant to a Ground Lease (the “Ground Lease”), dated as of the date of issuance of the Certificates, by and between the Corporation and the Municipality, the Municipality will lease to the Corporation a certain parcel or parcels of real property (together, the “Property”) on which the acquisition, construction, financing, equipping, and leasing of a fire station and related facilities and certain equipment (“Improvements”) are to be constructed (the Improvements and the Property are referred to herein, collectively as the “Project”) (see “THE PROJECT” herein), pursuant to the Lease. The Corporation will agree to cause the Improvements to be constructed on the Property and will agree that the costs or acquisition and construction of the Project will be paid from proceeds of the sale of the Certificates.

The Certificates are being issued pursuant to a Trust Agreement (the “Trust Agreement”), dated as of the date of issuance of the Certificates, by and between the Municipality and _____, _____, _____, as Trustee (the “Trustee”). Under the terms of an Assignment Agreement, dated as of the date of issuance of the Certificates (the “Assignment Agreement”), the Corporation will assign to the Trustee, for the benefit of the Owners of the Certificates, all of its right, title and interest in and to the Lease and the Ground Lease (excepting only the Corporation’s obligation to cause the Project to be constructed and its rights to

indemnification and payment or reimbursement of its costs and expenses). Such assignment to the Trustee will include the Corporation's right to receive Base Rental payments and the right to enforce payment of Base Rental when due.

Under the Lease, the Municipality is required to make Base Rental payments, each of which contains an interest component and a principal component which the Trustee will distribute to the Owners of the Certificates. In addition, the Lease requires the Municipality to pay, as Additional Rental, any taxes, assessments, and insurance premiums with respect to the Project and, to the extent not paid out of proceeds of the Certificates, the fees and expenses of the Trustee, the expenses of execution and delivery of the Certificates and any other fees, costs or expenses incurred by the Corporation in connection with the execution, performance, and enforcement of the Lease, the Trust Agreement or any of the transactions contemplated thereby or related to the Project. To secure the performance of its obligation to pay Base Rental, the Municipality shall deposit each Base Rental payment with the Trustee at least five (5) days prior to the date on which the Base Rental is due, for application by the Trustee in accordance with the terms of the Trust Agreement. In the event any such date of deposit is not a Business Day, such deposit shall be made on the next preceding Business Day.

The obligation of the Municipality to pay Base Rental shall commence on the Closing Date. Base Rental payments with respect to the Project shall be payable from any source lawfully available therefor.

The obligations of the Municipality to make the Base Rental payments and to perform and observe the other agreements on its part contained in the Lease shall be absolute and unconditional, regardless of whether the Project shall have been entirely completed at the time the first payment becomes due hereunder and regardless of the continued existence of the Project in a physical condition satisfactory to the Municipality.

Until the principal of and interest on the Certificates have been fully paid or all the Municipality's obligations under the Lease are satisfied and defeased, the Municipality (1) shall not diminish, suspend or discontinue any payments provided for in the Lease, (2) shall perform and observe all of its other agreements contained in the Lease, and (3) shall not terminate the Lease. The Municipality's obligation to pay any amounts due or perform any covenants requiring or resulting in the expenditure of money shall be contingent and expressly limited to the extent of any specific, annual appropriation made by the Municipality to fund such Lease. Nothing contained in the Lease shall create any monetary obligation on the part of the Municipality beyond such current and specific appropriation.

The Municipality has covenanted in the Lease to take such action as may be necessary to include and maintain all Base Rental payments and other payments due under the Lease for the Project in its annual budget, and to make the necessary annual appropriations for all such payments until all principal of and interest on the Certificates shall have been paid or all obligations of the Municipality under the Trust Agreement satisfied and terminated.

THE OBLIGATION OF THE MUNICIPALITY TO MAKE BASE RENTAL AND ADDITIONAL RENTAL PAYMENTS UNDER THE LEASE CONSTITUTES A BINDING OBLIGATION OF THE MUNICIPALITY IN ACCORDANCE WITH THE TERMS OF SAID LEASE. THE MUNICIPALITY'S OBLIGATION TO PAY ANY AMOUNTS DUE OR PERFORM ANY COVENANTS REQUIRING OR RESULTING IN THE EXPENDITURE OF MONEY SHALL BE CONTINGENT AND EXPRESSLY LIMITED TO THE EXTENT OF ANY SPECIFIC, ANNUAL APPROPRIATION MADE

BY THE MUNICIPALITY TO FUND SUCH LEASE. NOTHING CONTAINED IN THE LEASE SHALL CREATE ANY MONETARY OBLIGATION ON THE PART OF THE MUNICIPALITY BEYOND SUCH CURRENT AND SPECIFIC APPROPRIATION. THE MUNICIPALITY'S MAYOR AND THE BOARD OF ALDERMEN (THE "GOVERNING BODY"), IN ITS SOLE DISCRETION, MAY MAKE SAID PAYMENTS WITH ANY LAWFULLY AVAILABLE REVENUES. EXCEPT AS STATED IN THE TRUST AGREEMENT, NOTHING IN THE LEASE CREATES A LIEN OF ANY KIND OR CHARACTER WHATSOEVER UPON ANY FUNDS, INCOME OR REVENUE NOW EXISTING OR HEREAFTER HELD, COLLECTED, RECEIVED, ANTICIPATED BY, OR AVAILABLE TO THE GOVERNING BODY OR PREVENTS OR RESTRICTS THE GOVERNING BODY AT ANY TIME FROM PLEDGING, OBLIGATING OR CREATING SPECIFIC LIENS UPON FUNDS, INCOME OR REVENUES TO OR FOR THE PAYMENT OF ANY BONDS, NOTES OR CERTIFICATES OF THE GOVERNING BODY OR FOR ANY OTHER PURPOSE WHATSOEVER. THE MUNICIPALITY HAS NOT PLEDGED OR LEVIED ANY FORM OF TAXATION FOR THE PAYMENT OF OUTSTANDING CERTIFICATES.

THE OBLIGATION OF THE MUNICIPALITY UNDER THE LEASE IS NOT A GENERAL OBLIGATION AND DOES NOT CONSTITUTE A PLEDGE OF THE FULL FAITH AND CREDIT OF THE MUNICIPALITY, THE STATE OF MISSISSIPPI OR ANY POLITICAL SUBDIVISION OR AGENCY THEREOF WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION OR LIMITATION.

For certain economic and financial information with respect to the Municipality, see **Appendix A** and **Appendix B**.

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ESTIMATED SOURCES AND USES OF FUNDS

The sources and uses of funds are estimated to be as follows:

SOURCES OF FUNDS	
Supplemental Lease Payments by the Municipality for Professional Services related to the Project	\$ _____
Principal Amount of Certificates	
Plus Net Original Issue Premium	
Total Sources	
USES OF FUNDS	
Payments for Professional Services related to the Project	\$ _____
Deposit to General Account of Construction Fund from Proceeds of Certificates	
Deposit to Capitalized Interest Fund	
Deposit to Costs of Issuance Account	
Underwriter's Discount	
Total Uses of Funds	

*Preliminary and subject to change.

GLOSSARY

“Acquisition Costs” means, with respect to the Project and related facilities, the contract price paid or to be paid to or at the direction of the Contractor for the design, construction, expansion, remodeling, enlarging and equipping and delivery of the Project and related facilities, in accordance with the General Construction Contract, and includes reimbursement to each the Municipality and Corporation for any payments made by the Municipality and Corporation prior to or subsequent to the execution of the Lease pursuant to the declaration of official intent of the governing body of each the Municipality and Corporation under Treasury Regulation 1.150-2. Acquisition Costs also include the cost of the site of the Project, the costs of site preparation necessary for the construction and installation of the Project and related facilities, costs and expenses incurred in connection with the execution and delivery of the Certificates, the Ground Lease, the Lease, the Assignment Agreement and the Trust Agreement, and any and all agreements, instruments, certificates or other documents issued in connection therewith, any premium with respect to insurance of the Certificates, as well as administrative, engineering, legal, financial and other costs incurred in connection with the design, construction, expansion, remodeling, enlarging and equipping and financing of the Project and related facilities. Acquisition Costs also include capitalized interest, for the period of eighteen (18) months, less any amounts on deposit in the Interest Account for capitalized interest.

“Additional Rental” means those amounts, other than Base Rental, to be paid by the Municipality under the Lease, taxes, assessments and insurance premiums and, to the extent not

paid out of proceeds of the sale of the Certificates, the fees and expenses of the Trustee and the expenses incurred by the Corporation in connection with the execution, performance or enforcement of the Lease or the Trust Agreement or any of the transactions contemplated thereby.

“Assignment Agreement” means that certain Assignment Agreement, dated as of the date of issuance of the Certificates, by and between the Corporation and the Trustee, pertaining to the assignment of all of the Corporation’s right, title and interest (excluding the Corporation’s obligation to cause the Project to be constructed and excluding the Corporation’s right to indemnification and reimbursement for any costs or expenses) in and to the Lease and the Ground Lease to the Trustee for the benefit of the Owners of the Certificates.

“Base Rental” means those amounts set forth in the Lease and designated as Base Rental to be paid by the Municipality for the use and occupancy of the Project, as such amounts may be adjusted from time to time in accordance with the terms of the Lease, but does not include Additional Rental. A table setting forth the Base Rental payments is included in **Appendix D** to this Official Statement.

“Base Rental Fund” means the trust fund established pursuant to the Trust Agreement, into which all Base Rental payments received by the Trustee shall be deposited.

“Business Day” means a day which is not a Saturday or Sunday, or a day on which the offices of the Municipality are authorized or required by law to be closed, or a day on which banking institutions are authorized or required by law to be closed in the State of New York or the State of Mississippi for commercial banking purposes or a day on which the New York Stock Exchange is closed.

“Certificate Fund” means the trust fund established pursuant to the Trust Agreement for the payment or redemption of principal, interest and premium, if any, with respect to the Certificates.

“Certificate Obligation” means, as of any date of calculation, with respect to any Outstanding Certificate, the principal amount with respect thereto.

“Certificate Year” means the one-year (or shorter) period beginning on the day after the expiration of the preceding Certificate Year. The first Certificate Year shall begin on the Date of Delivery and ends on the last day of February of 2021.

“Certificates” means the \$_____ * Certificates of Participation (City of Byram, Mississippi Fire Station Lease Purchase Project), Series 2022, dated their date of issuance, and offered by this Official Statement and representing proportionate interests in the Lease, including the right to receive Base Rental payments thereunder and executed and delivered by the Trustee pursuant to the Trust Agreement .

“Closing Date” means _____, 2022*, or such later date as may be set by the parties hereto.

“Code” means the Internal Revenue Code of 1986, as amended, and any Regulations promulgated thereunder and pursuant thereto.

“Construction Fund” or “Construction and Acquisition Fund” means the Construction and Acquisition Fund, a trust fund established under the Trust Agreement for the payment of costs of acquiring and constructing the Project and related facilities and costs of executing and delivering the Certificates.

“Contingency Account” means the Contingency Account established within the Certificate Fund established for the purpose of receiving any delinquent Base Rental payments, any proceeds of rental interruption insurance and any liquidated damages with respect to the Project.

“Contractor” means _____, _____, _____, the Contractor for the Project.

“Corporation” means Central Mississippi Public Improvement Corporation, _____, Mississippi, a nonprofit corporation.

“Costs of Issuance” means all of the costs of issuing the Certificates, including, but not limited to, all printing and document preparation expenses in connection with this Trust Agreement, the Ground Lease, the Lease, the Assignment Agreement, the Certificates, the preliminary official statement and the official statement pertaining to the Certificates and any and all other agreements, instruments, certificates, or other documents issued in connection therewith; rating agency fees; CUSIP Service Bureau charges; market study fees; costs of municipal bond insurance premium or surety bond premium, if any; underwriter fees; legal fees and expenses of counsel with respect to the financing of the Project; any computer and other expenses incurred in connection with the Certificates; the initial fees and expenses of the Trustee and any paying agent (including without limitation, origination fees and first annual fees payable in advance); and other fees and expenses incurred in connection with the issuance of the Certificates or the implementation of the financing for the Project.

“Costs of Issuance Account” means the account within the Construction and Acquisition Fund established for the payment of the Costs of Issuance with respect to the Certificates.

“Municipality” means City of Byram, Mississippi.

“Fiscal Year” means the fiscal year of the Municipality, which currently is the period from October 1 to and including the following _____.

“General Account” means the account established under the Trust Agreement in the Construction and Acquisition Fund into which shall be deposited a portion of the proceeds of the sale of the Certificates.

“Governing Body” means the Mayor and the Board of Aldermen of the Municipality.

“Ground Lease” means the Ground Lease, dated as of the date of issuance of the Certificates, by and between the Municipality and the Corporation pursuant to which the Municipality leases the Property to the Corporation for construction thereon of the Project.

“Improvements” means those certain improvements which are acquired, constructed, installed and delivered on the Property in accordance with the plans and specifications for the Project approved by the Municipality, including the Municipality fire station and related facilities and certain equipment.

“Interest Account” means the account established in the Certificate Fund under the Trust Agreement.

“Interest Payment Date” means _____ 1 and _____ 1 in each year, commencing _____ 1, 2022, until the maturity or earlier redemption date of the Certificates.

“Lease” means the Lease and Option to Purchase Agreement, dated as of the date of issuance of the Certificates, by and between the Municipality as lessee and the Corporation as lessor pursuant to which the Municipality leases the Property from the Corporation.

“Lease Year” means the period from the Closing Date through the last day of February of 2021, and thereafter each twelve month period from each _____ 1 to and including the following last day of February during the term of the Lease.

“Non-Arbitrage Certificate” means the Tax and Non-Arbitrage Certificate provided by the Municipality on the date of execution and delivery of the Certificates.

“Official Statement” means this Official Statement, including the appendices hereto.

“Option Price” means the total amount necessary to defease all Outstanding Certificates (as such term is defined in the Trust Agreement) pursuant to and in accordance with Section 10.01 of the Trust Agreement.

“Outstanding” when used with respect to Certificates, means all Certificates theretofore executed and delivered by the Trustee under the Trust Agreement except:

(1) Certificates theretofore canceled by the Trustee or surrendered to the Trustee for cancellation;

(2) Certificates for payment or repayment of which funds or eligible securities in the necessary amount shall have theretofore been deposited with the Trustee in accordance with the Trust Agreement (whether on or prior to the maturity or redemption date of such Certificates), provided that, if such Certificates are to be redeemed prior to maturity, notice of such redemption shall have been given as provided in the Trust Agreement or provision satisfactory to the Trustee shall have been made for the giving of notice; and

(3) Certificates in lieu of or in exchange for which other Certificates shall have been executed and delivered by the Trustee pursuant to the Trust Agreement.

“Owner” means the registered owner, as indicated in the Certificate Register, of any Certificate.

“Paying Agent” shall mean any bank, trust company or other financial institution designated by the Municipality for the payment of the principal of and interest on the Certificates and which shall initially be the same entity as the Trustee.

“Principal Account” means the Principal Account established within the Certificate Fund under the Trust Agreement.

“Project” means collectively, the Property and the related Improvements to be constructed on the Property including equipment and furnishings to be acquired and installed on the Property with the proceeds of the Certificates.

“Property” means the real property which is leased by the Municipality to the Corporation pursuant to the Ground Lease and on which the Improvements are to be located.

“Property Insurance” means the insurance required to be maintained by the Municipality as described in the Lease.

“Qualified Investments” means and includes all securities, instruments and the like in which the Municipality is authorized to invest its funds in accordance with applicable state law and the rules and regulations promulgated by the State Treasurer pursuant to Section 31-19-5, Mississippi Code of 1972, as amended.

“Rebate Fund” means a Trust Fund established pursuant to the Trust Agreement, into which monies will be deposited pursuant to Section 3.07 of the Trust Agreement.

“Record Date” means the fifteenth (15th) day of the month before an Interest Payment Date, whether or not a Business Day.

“Redemption Account” means the Redemption Account established within the Certificate Fund under the Trust Agreement.

“Rental Deposit Date” means the day which is five days prior to the date on which the next payment of Base Rental is scheduled to become payable.

“Bond Counsel” means Watkins & Eager PLLC, Jackson, Mississippi.

“Total Maturity Amount” means, with respect to any Outstanding Certificate, the aggregate principal amount thereof.

“Trust Agreement” means the Trust Agreement dated as of the date of issuance of the Certificates, by and between the Municipality and the Trustee providing for the execution and delivery of the Certificates and providing the terms of the Certificates.

“Trustee” means _____, _____, _____, acting as Trustee under the Trust Agreement, and any successor trustee thereunder.

“Underwriter” means Crews & Associates, Inc., Little Rock, Arkansas.

THE PROJECT

The proceeds of the Certificates will be used to provide funds for the acquisition, construction, financing, equipping, and leasing of the City of Byram fire station and related facilities and certain equipment (the "Fire Station Lease Purchase Project"), to pay capitalized interest during construction, and to pay costs of issuance. The Fire Station Lease Purchase Project will consist of _____ The Fire Station Lease Purchase Project will be located on _____ acres on _____ in _____, Mississippi.

THE CORPORATION

The Corporation is a special purpose entity organized to provide means to enter into lease purchase agreements pursuant to the Act. Current Directors for the Corporation are Chuck Carr, Cathy Duke, and Michael Monk.

THE CERTIFICATES

General Provisions

The Certificates represent proportionate interests in the Lease, including the right to receive a proportionate share of Base Rental payments thereunder.

Details of Certificates. The Certificates will be issued in fully registered form in \$5,000 denominations or any integral multiple thereof. Interest with respect to the Certificates will be computed using a year of 360 days comprised of twelve 30-day months and is payable on _____ 1 and _____ 1 of each year, commencing _____ 1, 2022. The Certificates will mature on the dates and in the principal amounts, with interest computed at the rates, as set forth on the cover page of this Official Statement.

Principal of Certificates will be payable upon surrender thereof at maturity or the earlier redemption thereof at the corporate trust office of the Trustee in _____, _____, or the office of any paying agent. Amounts designated as interest will be payable by check or draft, mailed on the Interest Payment Date to the persons who are the registered Owners as of the Record Date for such payment, as their names and addresses appear on the Certificate Register maintained by the Trustee.

Registration, Transfer and Exchange. The registration of any Certificate may be transferred upon the surrender of such Certificate to the Trustee and payment of such reasonable transfer fees as the Trustee may establish. Certificates may be exchanged at the corporate trust office of the Trustee for a new Certificate of like tenor and maturity in the same Total Maturity Amount and in authorized denominations. The Trustee may charge the Owner of a Certificate surrendered for exchange a reasonable sum for each new Certificate executed and delivered upon such exchange and the Trustee may require the payment by such Owner of any tax or other governmental charge required to be paid with respect to such exchange. The Trustee is not required to register the transfer or exchange of any Certificate that has been called, or is subject to being called for redemption prior to maturity, during a period beginning at the opening of business fifteen (15) days before any selection of Certificates for such redemption through the close of business on the redemption date, except for the unredeemed portion of any Certificate to be redeemed in part only.

Book-Entry Only System

The Depository Trust Company (“DTC”), New York, NY, will act as securities depository for the Certificates. The Certificates will be initially issued as fully-registered certificates registered in the name of Cede & Co. (DTC’s partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered certificate for each maturity will be issued for the Certificates in the aggregate principal amount of each such maturity and will be deposited with DTC.

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 (“Direct Participants”) deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions, in deposited securities through electronic computerized book-entry transfers and pledges between Direct Participants’ accounts. This eliminates the need for physical movement of securities certificates. Direct 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 National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. 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 Standard & Poor’s rating: 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 Certificates under the DTC system must be made by or through Direct Participants, which will receive a credit for such Certificates on DTC’s records. The ownership interest of each actual purchaser of each Certificate (“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 transactions, 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 Certificates are to be accomplished by entries made on the records of Direct or Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Certificates, except in the event that use of the book-entry system for the Certificates is discontinued.

To facilitate subsequent transfers, all Certificates deposited by Direct 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 Certificates with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Certificates. DTC’s records reflect only the identity of the Direct Participants to whose

accounts such Certificates 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 Direct Participants, by Direct Participants to Indirect Participants, and by Direct 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 Certificates may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Certificates, such as redemptions, tenders, defaults, and proposed amendments to the Certificate documents. For example, Beneficial Owners of Certificates may wish to ascertain that the nominee holding the Certificates 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 registrar and request that copies of notices be provided directly to them.

Redemption notices are to be sent to DTC. If less than all of the Certificates within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Certificates unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the Corporation as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Certificates are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Redemption proceeds, distributions, and principal and interest payments on the Certificates 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 Corporation or 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 nor its nominee, Corporation, or the Trustee, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and principal 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 Corporation, or Trustee, disbursement of such payments to Direct 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 Certificates at any time by giving reasonable notice to the Corporation or the Trustee. Under such circumstances, in the event that a successor depository is not obtained, Certificates are required to be printed and delivered.

The Corporation may decide to discontinue use of the system of book-entry transfers through DTC (or a successor securities depository). In that event, Certificates will be printed and delivered.

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the Corporation believes to be reliable, but the Corporation takes no responsibility for the accuracy thereof. So long as Cede & Co. is the registered holder of the Certificates as nominee of DTC, references herein to the Holders, holders, or registered owners of the Certificates mean Cede & Co. and not the Beneficial Owners of the Certificates.

THE CORPORATION, THE TRUSTEE AND THE UNDERWRITER CANNOT AND DO NOT GIVE ANY ASSURANCES THAT THE DIRECT PARTICIPANTS OR THE INDIRECT PARTICIPANTS WILL DISTRIBUTE TO THE BENEFICIAL OWNERS OF THE CERTIFICATES (I) PAYMENTS OF PRINCIPAL OF OR INTEREST AND PREMIUM, IF ANY, ON THE CERTIFICATES; (II) CERTIFICATES REPRESENTING AN OWNERSHIP INTEREST OR OTHER CONFIRMATION OF BENEFICIAL OWNERSHIP INTERESTS IN CERTIFICATES; OR (III) REDEMPTION OR OTHER NOTICES SENT TO DTC OR CEDE & CO., ITS NOMINEE, AS THE REGISTERED OWNERS OF THE CERTIFICATES, 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 CORPORATION, THE TRUSTEE NOR THE UNDERWRITER WILL HAVE ANY RESPONSIBILITY OR OBLIGATIONS TO SUCH DTC PARTICIPANTS OR THE BENEFICIAL OWNERS WITH RESPECT TO (1) THE CERTIFICATES; (2) THE ACCURACY OF ANY RECORDS MAINTAINED BY DTC OR ANY DTC PARTICIPANT; (3) THE PAYMENT BY ANY DTC PARTICIPANT OF ANY AMOUNT DUE TO ANY BENEFICIAL OWNER IN RESPECT OF THE PRINCIPAL AMOUNT OF OR INTEREST OR PREMIUM, IF ANY, ON THE CERTIFICATES; (4) THE DELIVERY BY ANY DTC PARTICIPANT OF ANY NOTICE TO ANY BENEFICIAL OWNER WHICH IS REQUIRED OR PERMITTED UNDER THE TERMS OF THE TRUST AGREEMENT TO BE GIVEN TO CERTIFICATE HOLDERS; (5) THE SELECTION OF THE BENEFICIAL OWNERS TO RECEIVE PAYMENT IN THE EVENT OF ANY PARTIAL REDEMPTION OF THE CERTIFICATES; OR (6) ANY CONSENT GIVEN OR OTHER ACTION TAKEN BY DTC AS A CERTIFICATE HOLDER.

Redemption Prior to Maturity

Optional Redemption. Certificates maturing on or after _____ 1, 20__, are subject to redemption on any date on or after _____ 1, 20__, at par, if the Municipality exercises its prepayment rights under Section 15 of the Lease. See "SUMMARY OF FINANCING DOCUMENTS - The Lease - Option to Purchase" herein.

Mandatory Sinking Fund Redemption.

(a) The Certificates maturing _____ 1, 20__, are subject to mandatory sinking fund redemption in part, by lot, on _____ 1 in each of the years set forth below, under the provisions of the Trust Agreement at one hundred percent (100%) of the principal amount so redeemed or paid, plus accrued interest as set forth below:

\$ _____
Term Certificates
Maturing _____ 1, 20__

Year	Principal Amount

*

*Final maturity.

The Trustee shall credit against the mandatory sinking fund requirement for Certificates maturing _____ 1, 20__, as set forth above, any Certificates of such maturity delivered to the Trustee for cancellation or purchased for cancellation by the Trustee and cancelled by the Trustee and not therefore applied as a credit against any redemption obligation. Each Certificate of such maturity so delivered or cancelled shall be credited by the Trustee at one hundred percent (100%) of the principal amount thereof against the mandatory sinking fund obligation on the applicable mandatory sinking fund redemption date, and any excess of such amount shall be credited to future redemption obligations, and the principal amount of Certificates of such maturity to be redeemed by operation of the applicable mandatory sinking fund requirements shall be accordingly reduced; provided, however, the Trustee shall only credit such Certificates to the extent such are received on or before forty-five (45) days preceding the applicable mandatory redemption date as set forth above.

Redemption from Insurance Proceeds and Condemnation Awards. The Certificates are subject to mandatory redemption, in whole or in part, on any date, without premium at a price equal to the principal amount thereof plus accrued but unpaid interest from the following sources:

(a) proceeds of any Property Insurance, including the proceeds of any self-insurance fund, or the proceeds of any condemnation award, which have not been applied to repairing or replacing damaged, destroyed or taken property;

(b) proceeds of title insurance received as a result of a title defect in respect of the Project, if the Municipality determines that such title defect has materially affected the Project; and

(c) proceeds of damages or other payments received by the Trustee from the enforcement of any rights and powers of the Trustee under the Lease after payment of overdue interest and principal with respect to the Certificates.

Redemption From Excess Construction Fund Moneys. The Certificates are subject to mandatory redemption, in whole or in part, on any date, without premium, at a redemption price equal to the principal amount thereof, plus accrued but unpaid interest, from moneys transferred to the Redemption Account within the Certificate Fund from the General Account of the Construction Fund after completion of the Project.

Selection and Partial Redemption of Certificates. If less than all of the Certificates of a particular maturity at the time Outstanding are to be called for redemption, the particular Certificates or portions thereof of such maturity to be redeemed shall be selected, except as otherwise provided in the Trust Agreement, by the Trustee in such manner of random selection as the Trustee, in its discretion, may determine. The Trustee shall call for redemption in accordance with the foregoing provisions as many Certificates or portions thereof as will, as nearly as practicable, exhaust the moneys available therefor. Particular Certificates or portions thereof shall be redeemed only in integral multiples of a principal amount of \$5,000.

In the case of Certificates of denominations greater than \$5,000, if less than all of such Certificates then Outstanding are to be called for redemption, then for all purposes in connection with redemption, each \$5,000 of principal amount shall be treated as though it was a separate Certificate of the denomination of \$5,000 bearing one of the numbers borne by such by registered Certificate. If it is determined that one or more, but not all of the \$5,000 units of principal amount represented by any such fully registered Certificate is to be called for redemption, then upon notice of intention to redeem such \$5,000 unit or units, the Owner of such fully registered Certificate shall forthwith surrender such Certificate to the Trustee (a) for payment of the redemption price (including the redemption premium, if any, and interest to date fixed for redemption) of the \$5,000 unit or units of principal amount called for redemption, and (b) exchange for a new Certificate or Certificates of the aggregate principal amount of the unredeemed balance of the principal amount of such fully registered Certificate, which shall be issued to the Owner thereof without charge therefor. If the Owner of any such fully registered Certificate of a denomination greater than \$5,000 shall fail to present such Certificate to the Trustee for payment and exchange as aforesaid, such Certificate shall nevertheless become due and payable on the date fixed for redemption to the extent of the \$5,000 unit or units of principal amount called for redemption (and to that extent only). Interest shall cease to accrue on the portion of the principal amount of such Certificate represented by such \$5,000 unit or units of principal amount on and after the date fixed for redemption, provided that funds sufficient for the payment of the redemption price shall have been deposited with the Trustee and shall be available for the redemption of said \$5,000 unit or units on the date fixed for redemption, and in such event, such Certificate shall not be entitled to the benefit or security of this Trust Agreement to the extent of the portion of its principal amount (and accrued interest thereon to the date fixed for redemption and applicable premium, if any) represented by such \$5,000 unit or units of principal amount, nor shall new Certificates be thereafter issued corresponding to said unit or units.

Notice. Notice of redemption identifying the numbers of Certificates or portions thereof to be redeemed shall be given to the Owners thereof by first class mail at least thirty (30) days and not more than sixty (60) days prior to the date fixed for redemption. From and after such redemption date, interest with respect to the Certificates to be redeemed will cease to accrue.

SOURCES OF PAYMENT

The Certificates represent proportionate interests in the Lease including, in particular, the right to receive a proportionate share of the Base Rental payments to be made by the Municipality under the Lease. The Base Rental payments are to be paid from the general fund of the Municipality or any other source of funds lawfully available therefor. In the Lease, the Municipality covenants to take such action as may be necessary to include all Base Rental payments in its annual budget and to make the necessary annual appropriations for all such Base Rental payments.

Municipality's Obligation for Payment

The obligation of the Municipality to make Base Rental and Additional Rental payments under the Lease constitutes a binding obligation of the Municipality in accordance with the terms of said Lease. The Municipality's obligation to pay any amounts due or perform any covenants requiring or resulting in the expenditure of money shall be contingent and expressly limited to the extent of any specific, annual appropriation made by the Municipality to fund such Lease. Nothing contained in the Lease shall create any monetary obligation on the part of the Municipality beyond such current and specific appropriation. The Governing Body, in its sole discretion, may make said payments with any lawfully available revenues. Except as stated in the Trust Agreement, nothing in the Lease creates a lien of any kind or character whatsoever upon any funds, income or revenue now existing or hereafter held, collected, received, anticipated by, or available to the Governing Body or prevents or restricts the Governing Body at any time from pledging, obligating or creating specific liens upon funds, income or revenues to or for the payment of any bonds, notes or certificates of the Governing Body or for any other purpose whatsoever. The Municipality has not pledged or levied any form of taxation for the payment of Outstanding Certificates.

The obligation of the Municipality under the Lease is not a general obligation and does not constitute a pledge of the full faith and credit of the Municipality, the State of Mississippi or any political subdivision or agency thereof within the meaning of any constitutional or statutory provision or limitation.

Municipality Base Rental Payment Plan

Base Rental payments will be paid from the general fund of the Municipality or from any available lawful source of revenues of the Municipality. The Governing Body of the Municipality has covenanted to include all base rental payments in the annual budget and make the necessary annual appropriations for all such rental payments.

Additionally, at its meeting on April 6, 2022, the Governing Body approved the planned revenue stream for rental payments in the form attached hereto as **Appendix D**.

The Municipality will contribute approximately \$1,000,000 to the Fire Station Lease Purchase Project as supplemental lease payments and used to pay architects and other professionals for the Fire Station Lease Purchase Project.

The Municipality is authorized under state law to increase its General Fund levy by _____% each year. As shown in the attached table, the Municipality has levied _____ mills for the General Fund for the Fiscal Year Ending _____, 2022, to be used for the lease payments on the Fire Station Lease Purchase Project. Also, the Municipality plans to increase its

general fund levy an additional _____ mills in the Fiscal Year Ending _____, 2021, and an additional _____ mills in in the Fiscal Year Ending _____, 2022, for the Fire Station Lease Purchase Project. The result is a total General Fund levy of _____ mills for the Fire Station Lease Purchase Project, which complies with state law authorization mentioned above. The _____ mill increase in general fund levies for the Fire Station Lease Purchase Project coincides with the pay down of three outstanding bonds issues. The Municipality intends to keep the additional _____ mills in place to meet its lease payment obligations on the financing for the Fire Station Lease Purchase Project.

No Right to Abatement Upon Damage, Destruction, or Taking

The obligations of the Municipality to make the payments required by the Lease thereof and to perform and observe the other agreements on its part contained in the Lease and Trust Agreement shall be absolute and unconditional, regardless of whether the Project shall have been entirely completed at the time the first payment becomes due hereunder and regardless of the continued existence of the Project in a physical condition satisfactory to the Municipality. Until such time as the principal of and interest on the Certificates shall have been fully paid or all the Municipality's obligations under the Lease and the Trust Agreement satisfied and defeased, the Municipality (1) shall not diminish, suspend or discontinue any payments provided for in the Lease, (2) shall perform and observe all of its other agreements contained in the Lease, and (3) shall not terminate the Lease for any cause.

Under the Lease (see the caption "SUMMARY OF FINANCING DOCUMENTS - Lease"), the Municipality agrees to secure and maintain at all times a policy or policies of insurance against loss or damage to the Project known as "all risk." Such insurance shall be maintained at all times in an amount not less than the aggregate amount of Certificates Outstanding at such time. If the required insurance is not available from reputable insurers at a reasonable cost, the Municipality shall be required to self-insure to the extent necessary to enable it to repair or replace the Project in accordance with the provisions of Section 4.4 of the Lease.

The Lease requires that the proceeds of the Property Insurance received in respect of destruction of or damage to the Project shall be paid to the Trustee for application in accordance with the provisions of the Trust Agreement, unless the Municipality elects pursuant to the Trust Agreement to apply such proceeds to the replacement, repair or reconstruction of the Project. For a description of the Municipality's options with respect to the repair or replacement of the Project and the use of Property Insurance proceeds, see "SUMMARY OF FINANCING DOCUMENTS - Trust Agreement - Property Insurance and Condemnation Proceeds" herein.

SUMMARY OF FINANCING DOCUMENTS

The following are summaries of certain provisions contained in the Ground Lease, the Lease, the Trust Agreement and the Assignment Agreement and are not to be considered full descriptions thereof.

Ground Lease

Under the Ground Lease, the Municipality has leased, at the stated advance rental of \$1.00, the real property which will be the site of the Project. Such Property is leased to the corporation for a term expiring upon the earlier of (i) _____ 1, 2040, or (ii) the date of

termination of the Lease or the purchase by the Municipality of the Corporation's leasehold interest in the Project.

Lease

Rentals. Under the Lease, the Municipality promises to make Base Rental payments for the use of the Project. Base Rental payments will be distributed by the Trustee to the Owners of the Certificates (See "CERTIFICATES - Book-Entry Only System" herein). In the Lease, the Municipality also promises to pay Additional Rental. The Lease is a triple net lease, and the Municipality is obligated accordingly to pay all utility charges, maintenance expenses and other costs associated with the operation and possession of the Project. Base Rental due on _____ 1 in any year shall be for the period _____ 1 of the prior year through the last day of February of such year. To secure the performance of its obligation to pay Base Rental, the Municipality is required to deposit each Base Rental payment with the Trustee on or before the fifth day (5th) preceding the date on which the Base Rental payment is due, provided, however, that if such fifth (5th) day is not a Business Day, the Municipality is required to deposit such Base Rental payment with the Trustee on the first Business Day preceding the date the Base Rental payment would otherwise be due. However, the amount to be deposited as set forth under **Appendix D** hereto shall be reduced by any amounts already on deposit in the Base Rental Fund. The Corporation has, in the Assignment Agreement, assigned to the Trustee its rights to receive the Base Rental.

Term of Lease. The Lease Term begins on the Closing Date and ends _____ 1, 2040, or at such earlier time as the Certificates have been paid or provision for their payment has been made in accordance with the provisions of the Lease and the Trust Agreement.

Upon payment of all Base Rental and Additional Rental required by the Lease or upon the sale of the Project to the Municipality or its assignee pursuant to the exercise of the option to purchase the Project described below, the Lease shall terminate and title to the Project, and any improvements thereon or additions thereto, shall be transferred directly to the Municipality or, at the option of the Municipality, to any assignee or nominee of the Municipality in accordance with the provisions of the Lease.

Option to Purchase. The Municipality is given the exclusive right and option which shall be irrevocable during the term of the Lease to purchase the Lessor's interest in the Project on any Business Day, upon payment of the option price, but only if the Municipality is not in default under the Lease or the Trust Agreement. The option price is the total amount necessary to defease all Outstanding Certificates pursuant to and in accordance with the Trust Agreement.

Construction of Project. The corporation shall enter into a design-build agreement with the Contractor and review and approve payment requests from the Contractor after consent from Lessee and the Architect for the Project. Payment for the costs of constructing and installing the Project and the related facilities shall be made from the moneys deposited in the Construction and Acquisition Fund. The Corporation agrees that it will cause the construction, acquisition, delivery and installation of the Project and the related facilities to be diligently performed in accordance with the Lease and any applicable requirements of governmental authorities and law.

Covenant to Repair. During the term of the Lease, the Municipality shall, at its own expense, maintain the Project, or cause the Project to be maintained, in good order, condition and

repair and shall replace any portion of the Project which is destroyed; provided that the Municipality shall not be required to repair or replace any such portion of the Project pursuant to the Lease if there shall be applied to the redemption of Certificates insurance proceeds or other lawfully available funds sufficient to redeem (i) all of the Certificates Outstanding or (ii) any portion thereof, and the rental payments allocable to the remaining portion of the Project equals the pro rata portion of Base Rental allocable to the Certificates Outstanding after such redemption.

Insurance. The Municipality is required to secure and maintain or cause to be secured and maintained at all times with insurers of recognized responsibility, or, to the extent allowed below, through a program of self-insurance, all coverage on the Project described below.

Such insurance shall consist of:

(1) Property and casualty insurance for the Project in an amount (except as provided below) equal to the replacement cost of the Project. Such coverage must apply exclusively to the Project and must be available to repair/rebuild the Project under all circumstances after the occurrence of an insured peril. Full payment of insurance proceeds up to the required policy dollar limit in connection with damage to the Project shall, under no circumstances, be contingent on the degree of damage sustained at other facilities owned or leased by the Municipality. The policy must explicitly waive any co-insurance penalty.

(2) To the extent sovereign immunity is waived, comprehensive general liability coverage against claims for damages including death, personal injury, bodily injury, or property damage arising from operations involving the Project, in an amount recommended from time to time by the Municipality's risk management officer or an independent insurance consultant retained by the Municipality for that purpose; provided, however, that the Municipality's obligations under this clause (2) may be satisfied by self-insurance in an amount based on the recommendation of an independent insurance consultant retained by the Municipality;

(3) From and after the substantial completion of the Project which shall be evidenced by a Certificate of Completion, boiler and machinery coverage against loss or damage by explosion of steam boilers, pressure vessels and similar apparatus now or hereafter installed in the Project in an amount not less than \$1,000,000.00 per accident;

(4) Workers' compensation insurance issued by a responsible carrier authorized under the laws of the State of Mississippi; provided, however, that the Municipality's obligations under this clause (4) may be satisfied by self-insurance; and

(5) Title insurance in an amount equal to the par value of the Certificates. No self-insurance is permitted with respect to the above requirements for title insurance.

All policies or certificates issued by the respective insurers for insurance, with the exception of workers' compensation insurance, shall provide that such policies or certificates shall not be canceled or materially changed without at least 30 days' prior written notice to the Trustee. On or before October 2 of any Lease Year, the Municipality shall deposit with the Trustee a certificate of a Municipality Representative stating that the Municipality is in compliance with the insurance requirements set forth in Section 4.4 of the Lease. All required insurance policies must be provided by a commercial insurer rated A by Best or in the two highest rating categories of S&P and Moody's. Insurance policies shall name the Trustee as additional insured.

Application of Property Insurance Proceeds. Proceeds of Property Insurance received in respect of destruction of or damage to the Project by fire or other casualty or event shall be paid to the Trustee for application in accordance with the provisions of the Trust Agreement. (See the caption "SUMMARY OF FINANCING DOCUMENTS - Trust Agreement - Property Insurance and Condemnation Proceeds.")

Eminent Domain. If the Project, or any portion thereof, shall be taken under the power of eminent domain, the Lease shall continue in full force and effect and shall not be terminated by virtue of such taking and in the Lease the parties waive the benefit of any law to the contrary. Any award made in eminent domain proceedings for the taking shall be paid to the Trustee for application in accordance with the provisions of the Trust Agreement.

Default. Any of the following shall be defaults under the Lease: (i) the Municipality shall fail to deposit with the Trustee any Base Rental on the day such deposit is required to be made, (ii) the Municipality shall fail to pay any item of Additional Rental when the same shall become due and payable or (iii) the Municipality shall breach any other terms, covenants or conditions contained in the Lease or in the Trust Agreement and shall fail to remedy any such breach with all reasonable dispatch within a period of 30 days after written notice thereof from the Corporation to the Municipality; provided, however, that if the failure stated in the notice cannot be corrected within such period, then such period will be extended so long as corrective action is instituted by the Municipality within such period and diligently pursued until the default is corrected, but only if such extension would not materially adversely affect the interest of the Owners of the Certificates.

Remedies. Upon the happening of an event of default, the Lessor may (i) terminate the Lease, (ii) with the consent of the Municipality, which consent shall not be unreasonably withheld, keep the Lease in full force and effect and relet or sell the Project for the account of the Municipality, and the Municipality will remain liable for any cumulative net deficiency of rental payments under the Lease, (iii) terminate the Lease and relet the premises or sell the Project, (iv) enforce all of the rights and remedies under the Lease as they mature against the Municipality, and (iv) exercise such other remedies as may be legally available.

Subleases. The Municipality may sublease all or any portion of the Project or grant concessions to others for the use of all or part of the Project as may be necessary or convenient or assign its right to purchase the Project pursuant to the Lease, but the Municipality will remain liable for all of its obligations under the Lease.

Amendments to Lease. Pursuant to the terms of the Trust Agreement and the Lease, the Lease may be amended in writing by agreement between the parties thereto, with the consent of the Trustee, but no such amendment shall become effective as to the Owners of Certificates then Outstanding unless and until approved in writing by the Owners of a majority in aggregate amount of Certificate Obligation then Outstanding. Notwithstanding the foregoing, the Lease and the rights and obligations provided thereby may also be modified or amended at any time with the consent of the Trustee but without the consent of any Owners of the Certificates, upon the written agreement of the Municipality and the Corporation, but only (1) for the purpose of curing any ambiguity or omission relating thereto, or of curing, correcting or supplementing any defective provision contained in the Lease, (2) in regard to questions arising under the Lease which the Municipality and the Corporation may deem necessary or desirable and not inconsistent with the Lease and which shall not adversely affect the interests of the Owners of the Certificates, or (3) for any other reason, provided such modification or amendment does not

adversely affect the interests of the Owners of the Certificates or impose additional duties, responsibilities or liabilities upon the Trustee; provided that the Municipality, the Corporation and the Trustee may rely in entering into any such amendment or modification thereof upon the opinion of Independent Counsel stating that the requirements of this sentence have been met with respect to such amendment or modification.

Trust Agreement

Funds and Accounts. Under the Trust Agreement, the Trustee holds the Construction and Acquisition Fund, including the General Account and the Costs of Issuance Account therein, the Base Rental Fund, the Certificate Fund, including the Interest Account, the Principal Account, the Redemption Account and the Contingency Account therein, and the Rebate Fund. Amounts deposited in the Base Rental Fund, and the Certificate Fund are pledged to payment of the Certificates. Amounts deposited in the Rebate Fund are held for the benefit of the federal government.

Construction and Acquisition Fund. On the Closing Date moneys will be deposited into the General Account and into the Costs of Issuance Account of the Construction and Acquisition Fund. Amounts in the Costs of Issuance Account will be used to pay costs and expenses related to the execution, delivery and sale of the Certificates. Any amount not used for such purpose is to be transferred to the General Account. Amounts in the General Account are to be used to pay Acquisition Costs, which, with respect to the Project and the related facilities, include the contract price paid for the acquisition, construction, installation or delivery of the Project and the related facilities, in accordance with the Construction Contract, and include reimbursement to the Municipality and Corporation for any payments made to the Contractor by the Municipality and Corporation prior or subsequent to the execution of the Lease. Acquisition Costs also include the cost of the site of the Project, the costs of site preparation, costs and expenses incurred in connection with the execution and delivery of the Certificates, the Ground Lease, the Lease, the Assignment Agreement and the Trust Agreement, and any and all other agreements, instruments, certificates or other documents issued in connection therewith, any premium with respect to insurance of the Certificates, as well as administrative, engineering, legal, financial and other costs incurred in connection with the acquisition, construction, delivery, installation, furnishing, equipping and financing of the Project and related facilities.

If, after payment of the Acquisition Costs, there shall remain any balance of moneys in the General Account, all money so remaining shall be transferred, first, to the Redemption Account in the Certificate Fund, and seconded, to the Interest Account of the Certificate Fund.

Base Rental Fund. The Base Rental Fund is established in the Trust Agreement to receive amounts deposited on account of Base Rental payments with the exception of delinquent Base Rental payments. Moneys in the Base Rental Fund are to be transferred by the Trustee to the Principal Account and Interest Account within the Certificate Fund on the applicable Interest Payment Dates or redemption dates in an amount which, together with money on deposit therein, equals the interest and principal then due or required to be prepaid with respect to the Certificates.

Certificate Fund. Moneys available in the Interest Account and the Principal Account shall be applied by the Trustee to the payment of interest or principal payable on any Interest Payment Date or redemption date. Any delinquent Base Rental payments, proceeds of rental interruption insurance and any liquidated damages will be deposited in the Contingency Account

and shall be transferred first, to the Interest Account and Principal Account, in such order of priority, for payment of past due interest and principal payments. Any amounts remaining in the Contingency Account after the foregoing transfers have been made shall be transferred to the Redemption Account. Property Insurance proceeds and condemnation awards not used to repair or replace the Project, the proceeds of title insurance received by the Trustee in the event of a title defect and damages or other payments received by the Trustee from the enforcement of any rights under the Lease and the Trust Agreement will be deposited into the Redemption Account maintained in the Certificate Fund and applied to the redemption of Certificates. Any amounts remaining in the General Account of the Construction and Acquisition Fund upon completion of the Project and the delivery of the Certificate of Completion to the Trustee will be transferred in integral multiples of \$5,000 to the Redemption Account in the Certificate Fund and applied to the redemption of the Certificates.

Investment. All moneys held by the Trustee in any of the funds established under the Trust Agreement must be invested in Qualified Investments so as to obtain the highest yield practicable, giving due regard to the safety of such funds and the date upon which such funds will be required for the uses and purposes specified in the Trust Agreement, subject, however, to instructions as to investment from the Municipality and matters of yield restriction, where appropriate.

Surplus. After payment of all amounts due with respect to the Certificates, payment of all fees and expenses to the Trustee, or satisfactory provision for such payments having been made, any amounts remaining in any of the funds or accounts established hereunder and not required for such purposes shall be remitted to the Municipality and used for any lawful purpose thereof.

Property Insurance and Condemnation Proceeds. In the Trust Agreement, the Municipality affirmatively covenants to maintain all Property Insurance required by the Lease as outlined in "Summary of Financing Documents - Lease - Insurance." Under the Trust Agreement, the proceeds of any Property Insurance, including the proceeds of any self-insurance fund, and the proceeds of any condemnation award, received on account of any damage, destruction or taking of the Project shall be held by the Trustee in an account (the "Special Account") and made available for, and to the extent necessary be applied to, the cost of repair or replacement of the Project.

Notwithstanding the foregoing, the Municipality shall notify the Trustee within 90 days of the receipt by the Trustee of the Property Insurance or condemnation proceeds, whether the Municipality intends to replace or repair the portion of the Project with respect to which such proceeds were received. If the Municipality elects to replace or repair such portion of the Project, the Municipality is required to deposit with the Trustee the full amount of any insurance deductible to be credited to the Special Account. The Municipality shall be required to replace or repair such portion of the Project, unless (i) the Municipality deposits the full amount of any insurance deductible necessary, together with the proceeds of insurance, to redeem prior to maturity the Certificates relating to such portion of the Project and (ii) the Base Rental with respect to the remaining portion of the Project is sufficient to pay the Certificate Obligation and interest due with respect to the Certificates to remain Outstanding after the date on which Certificates relating to such portion of the Project are redeemed. The proceeds of any Property Insurance, including the proceeds of any self-insurance fund, or the proceeds of any condemnation award, not applied to repairing or replacing damaged, destroyed or taken property, or in respect to which notice in writing by the Municipality of its intention to apply the same to the work of repairing or replacing the property damaged, destroyed or taken shall not have been given to the Trustee within 90 days after receipt of such proceeds by the Trustee, or which the

Municipality shall at any time during such period have notified the Trustee are not to be so applied, shall forthwith be deposited into the Redemption Account and applied to the redemption of Certificates in accordance with the Trust Agreement.

Title Insurance. Under the Trust Agreement, Proceeds of any policy of title insurance, if any, received by the Trustee in respect of the Project shall (a) if the Municipality determines that the title defect does not materially affect the operation of the Project be remitted to the Municipality; or (b) if the Municipality determines that such title defect has materially affected a portion of the Project, be deposited in the Redemption Account of the Certificate Fund and applied to the redemption of Certificates.

Tax Covenant. The Municipality covenants in the Trust Agreement that, in order to maintain the exclusion from gross income for federal income tax purposes of the portion of Base Rental designated as and comprising interest on the Certificates, the Municipality will comply with each applicable requirement of Section 103 and Sections 141 through 150 of the Code, in that the Municipality agrees to comply with the covenants contained in, and the instructions given pursuant to, the Non-Arbitrage Certificate. The Trustee agrees to comply with any instructions received from the Municipality which the Municipality indicates must be followed in order to comply with the Non-Arbitrage Certificate.

Compliance With Trust Agreement. The Municipality agrees in the Trust Agreement to faithfully observe all covenants and other provisions contained in the Trust Agreement, in each Certificate and in the Lease. Except as provided in the Lease, the Municipality agrees that it will not agree to any amendment to the Lease that would either lengthen the term thereof or reduce the amount of Base Rental or Additional Rental payable thereunder, or change the time or times of payment of such Base Rental or Additional Rental, or agree to any other amendment detrimental to the rights of the Owners of the Certificates.

Prosecution and Defense of Suits. The Municipality agrees in the Trust Agreement that it will promptly take such action as may be necessary to cure any defect in the title to the Project and shall prosecute and defend all such suits, actions and all other proceedings as may be appropriate for such purpose. The Municipality covenants that it will pursue eminent domain proceedings as may be necessary to acquire the Property.

No Extension of Time of Payment. The Municipality agrees in the Trust Agreement that it will not directly or indirectly extend the dates upon which the Base Rental payments are required to be paid or prepaid, or the time of payment of interest with respect thereto. Such covenant, however, states that it shall not limit the right of the Municipality to issue any securities for the purpose of providing funds for the redemption of the Certificates and such issuance shall not be deemed to constitute an extension of the maturity of the Certificates.

Defaults; Remedies. The following are “events of default” under the Trust Agreement:

(a) An event of default shall have occurred under the Lease involving the failure by the Municipality to pay Base Rental or Additional Rental when due.

(b) Failure by the Municipality to observe and perform any covenant, condition or agreement on its part to be observed or performed under the Trust Agreement or the Lease, other than such failure as may constitute an event of default under clause (a), for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied has been given; provided, however, that if the failure stated in the notice cannot be corrected within such

period, then such period will be extended so long as corrective action is instituted by the Municipality within such period and diligently pursued until the default is corrected, but only if such extension would not materially adversely affect the interest of any Owner.

(c) The filing by the Municipality of a voluntary petition of bankruptcy.

Upon the occurrence and continuance of any event of default specified in (a) above, the Trustee shall proceed, or upon the occurrence and continuance of any other event of default under the Trust Agreement, the Trustee may proceed (and upon written request of the Owners of not less than a majority in aggregate amount of Certificate Obligation then Outstanding shall proceed), to exercise the remedies set forth in the Lease and the Trust Agreement. The Trustee shall take any appropriate action to cause the Municipality to pay any Base Rental payment not paid when due, upon written request and authorization by the Owners of a majority in aggregate amount of Certificate Obligation then Outstanding, and upon being satisfactorily indemnified against any expense and liability with respect thereto and after receiving payment for its fees and expenses.

In the event the Trustee fails to take any action to eliminate an event of default under the Lease or the Trust Agreement, including the collection of Base Rental when due, the Owners of a majority in aggregate amount of Certificate Obligation then Outstanding may institute any suit, action, mandamus or other proceeding in equity or at law for the protection or enforcement of any right under the Lease or the Trust Agreement, but only if such Certificate Owners, as applicable, shall have first made written request of the Trustee and shall have afforded the Trustee a reasonable opportunity to proceed in its name and unless, also, the Trustee shall have been offered reasonable security and indemnity against costs, expenses and liabilities, and the Trustee shall have refused or neglected to comply with such request within a reasonable time.

Defeasance. The obligations of the Trustee and the Municipality under the Trust Agreement with respect to all Outstanding Certificates executed and delivered will terminate (except the obligation of the Trustee to pay or cause to be paid to Certificate Owners sums received pursuant to the terms of the Lease and due with respect to such Certificates and the obligation of the Municipality to pay the fees and expenses of the Trustee) when (i) all amounts designated as principal and interest with respect to the Certificates have been paid; (ii) money has been deposited, at or, in the event of redemption prior to maturity thereof, before maturity, in trust with the Trustee in an amount sufficient to pay all Outstanding Certificates, including all principal, premium, if any, and interest at or before their respective maturity dates; or (iii) lawful money or direct obligations issued by the United States Treasury or in such other federal securities as may be permitted under regulations issued pursuant to Section 149(b) of the Code, and which, in the opinion of nationally recognized bond counsel, will not impair the exclusion, if any, from gross income for federal income tax purposes of interest due with respect to the Certificates, have been deposited in trust with the Trustee which, together with the interest to accrue thereon, are sufficient to pay all Outstanding Certificates, including all principal, premium, if any, and interest at or, in the event of redemption prior to maturity thereof, before their respective maturity dates.

Limitation of Liability. The Trust Agreement contains certain provisions limiting the liability of the parties thereto, including the following provisions:

(i) except for the payment of Base Rental and Additional Rental when due in accordance with the Lease and the performance of the other covenants of the Municipality

contained in the Lease, the Ground Lease, the Certificates and the Trust Agreement, the Municipality will have no other obligation or liability to the Trustee or the Owners of the Certificates;

(ii) except as otherwise provided in the Trust Agreement, the Trustee will not have any obligation or liability to Owners of the Certificates with respect to the payment of Base Rental payments by the Municipality when due, or with respect to the performance by the Municipality of any covenant made by it under the Lease;

(iii) the Trustee will not be responsible for (a) providing information to Certificate Owners concerning the investment quality of the Certificates, (b) the performance by the Municipality of duties imposed upon it by the Trust Agreement, (c) the validity or sufficiency of the Trust Agreement, the Ground Lease, the Lease, the Assignment Agreement or the Certificates, or (d) the value of, or title to, the Project; and

(iv) The Municipality shall not have any obligation or liability to any other party or to the Owners with respect to the performance by the Trustee of any duty imposed upon it by the Trust Agreement.

Amendments to the Trust Agreement. The Trust Agreement may be amended with the consent of the Owners of a majority in aggregate amount of Certificate Obligation then Outstanding, or without consent of such Owners, (i) for the purpose of curing any ambiguity or omission relating thereto, or of curing, correcting or supplementing any defective provision contained in the Trust Agreement; (ii) in regard to questions arising under the Trust Agreement which the Municipality and the Trustee may deem necessary or desirable and not inconsistent with the Trust Agreement and which do not adversely affect the interests of the Certificate Owners; or (iii) for any other reason, provided such modification or amendment does not adversely affect the interests of the Owners of the Certificates. The Municipality and the Trustee may rely in entering into any such modification or amendment upon an opinion of counsel stating that the foregoing requirements have been met with respect to such amendment. No amendment may impair the right of any Certificate Owner to receive the share of Base Rental with respect to such Owner's Certificate.

Assignment Agreement

Under the Assignment Agreement, the Corporation assigns and transfers to the Trustee, for the benefit of Certificate Owners, all of its rights, title and interest in and to the Ground Lease and the Lease (excepting only its obligation to cause the Project to be constructed in accordance with the Lease and its rights to indemnification and payment or reimbursement of its costs and expenses), including its right to receive Base Rental payments and its right to enforce the payment of Base Rental payments pursuant to the Lease. The Trustee accepts such assignment for the purpose of securing such payments and rights to the Certificate Owners, subject to the provisions of the Trust Agreement.

RISK FACTORS AND INVESTMENT CONSIDERATIONS

General

The following is a discussion of certain risks that could affect the Base Rental Payments and other payments to be made by the Municipality with respect to the Lease and the Certificates. In order to identify risk factors and make an informed investment decision, potential investors

should be thoroughly familiar with this entire Official Statement (including the Appendices hereto) in order to make a judgment as to whether the Certificates are an appropriate investment. Prospective purchasers of the Certificates should consider carefully all possible factors that may result in a default in the payment of the principal component or interest component of Base Rental Payments represented by the Certificates, by the Municipality under the Lease, the prepayment of the Certificates prior to maturity or the determination that the interest component of the Base Rental Payments represented by the Certificates might be includible in gross income for purposes of federal and Mississippi income taxation. The following list of possible factors, while not setting forth all the factors that must be considered, contains some of the factors that should be considered prior to purchasing the Certificates. **This discussion of risk factors is not, and is not intended to be, comprehensive or exhaustive.**

Limited Obligations

The Certificates will not constitute an indebtedness or liability of the Corporation, the Municipality, the State of Mississippi, or any other political subdivision thereof within the meaning of any state constitutional provision or statutory limitation and will not constitute a pledge of the faith and the credit of the Corporation, the Municipality, the State of Mississippi, or any other political subdivision thereof. The delivery of the Certificates will not obligate the Municipality, the State of Mississippi, or any political subdivision thereof to levy any form of taxation therefor or to make any appropriation for their payment in any year subsequent to a year in which the Lease is in effect. The Corporation has no taxing power. **Neither the Certificates nor the Lease constitute a general obligation or other indebtedness of the Municipality.**

The Municipality has covenanted in the Lease to take all action as may be necessary to include rental payments in its annual budget, although the obligation of the Municipality to pay Base Rental Payments and Additional Payments is limited to those funds that are specifically budgeted and appropriated annually by the Municipality's Governing Body for such purpose. **While the Municipality has so covenanted, there can be no assurance that the Municipality will appropriate funds for Base Rental Payments.**

Results of Nonappropriation

While the Municipality deems the existence and operation of the Project to comprise an essential part of its governmental function, if the Municipality does not budget and appropriate, specifically with respect to the Lease, moneys sufficient to pay all Base Rental Payments and all other amounts due under the Lease coming due each Fiscal Year during the term of the Lease, the Lease will be deemed to be in default. The Lease is subject to termination by the Corporation if any Event of Default has occurred, is continuing and not cured.

Pursuant to the Ground Lease, the Municipality will lease the Project to the Corporation, as lessee. The Municipality owns the site on which the Project will be constructed, which is the subject of the Ground Lease, ~~and the Municipality acquired such site at no cost from the Municipality's Industrial Development Authority. The site for fire station was exchanged for another Municipality owned property, and the site for the fire station was donated to the Municipality.~~ The Ground Lease is for a _____-year term ending _____ 1, 20____. If there is an Event of Default that is not cured or the Municipality does not appropriate funds under the Indenture or the Lease, the Trustee, as assignee of the Corporation, has the right to possession of the Project for the remainder of the term of the Base Lease, and has the right to sublease its interest in the Base Lease upon such terms as it deems prudent.

Although the Project is deemed an essential part of the Municipality's governmental function as a law enforcement complex, the Project may not be reasonably or easily converted to alternative uses. A potential purchaser of the Certificates should not assume that it will be possible to sublease the Corporation's interest in the Project after a termination of the Lease for an amount equal to the aggregate principal component of the Base Rental Payments represented by the Certificates then outstanding plus the interest component of the Base Rental Payments represented by the Certificates accrued thereon.

Damage or Destruction of the Project

The Lease requires the Project to be insured. If the Project is damaged or destroyed and if the Municipality shall determine that rebuilding, repairing, restoring or replacing the Project is desirable, the Municipality shall proceed with rebuilding, repairing, restoring or replacing of the property damaged or destroyed so as to place said Project in substantially the same condition as existed prior to the event causing such damage or destruction, with such changes, alterations and modifications (including the substitution and addition of other property) as may be desired by the Municipality and as will not impair the utility of the Project. The Municipality and the Trustee will cause the net proceeds of any insurance claim to be applied to the prompt repair, restoration, modification or improvement of the Project. Any balance of the net proceeds remaining after such work has been completed shall be deposited into the Certificate Fund. If said net proceeds are not sufficient to pay in full the costs of such replacement, repair, rebuilding or restoration, the Municipality shall nonetheless complete the work thereof and shall, subject to appropriating funds for such purpose, pay that portion of the costs thereof in excess of the amount of said net proceeds.

If the Municipality shall determine that rebuilding, repairing, restoring or replacing the Project is not practicable and desirable, then, in lieu of rebuilding, repairing, restoring or replacing the Project, the Municipality shall promptly purchase the Project by paying the option price to the Corporation and any net proceeds of casualty insurance received with respect to any such damage or loss to the Project shall be applied to such payment.

The Municipality shall not, by reason of its inability to use all or any part of the Project during any period in which the Project are damaged or destroyed, or are being repaired, rebuilt, restored or replaced, or by reason of the payment of the costs of such rebuilding, repairing, restoring or replacing, be entitled to any reimbursement from the Corporation, the Trustee or the Registered Owners of the Certificates, or any abatement or diminution of the rentals payable by the Municipality under the Lease.

There can be no assurance either as to the adequacy of or timely payment under property damage insurance in effect at that time.

Amendment of the Indenture, Lease and Ground Lease

Certain amendments to the Indenture, the Lease and the Ground Lease may be made with consent of the owners of not less than a majority in principal amount of the Certificates then outstanding affected by such supplemental indentures or supplemental leases. Such amendments may adversely affect the security of the owners of the Certificates.

Delays in Exercising Remedies

The enforceability of the Ground Lease and the Indenture is subject to applicable bankruptcy laws, equitable principles affecting the enforcement of creditors' rights generally and liens securing such rights, the exercise of judicial authority by State of Mississippi or federal courts and the exercise by the United States of America of the powers delegated to it by the U.S. Constitution.

The Project is to be used by the Municipality for the performance of its governmental functions. Due to the governmental use of the Project and the delays inherent in obtaining possession of the Project and other judicial remedies, no assurance can be given that (1) a court, in the exercise of judicial discretion, would enforce these remedies in a timely manner, or (2) any money realized by the Trustee upon an exercise of any remedies would be sufficient to pay in full the principal and interest components of Base Rental Payments with respect to the Certificates. The legal opinions to be delivered with the delivery of the Certificates will be qualified as they relate to the enforceability of the various legal instruments by reference to the limitations on enforceability of those instruments under (1) applicable bankruptcy, insolvency, reorganization or similar laws affecting the enforcement of creditors' rights, (2) general principles of equity, and (3) the exercise of judicial discretion in appropriate cases. If such money is insufficient to pay all outstanding Certificates in full, the Certificates would be paid in part on a *pro rata* basis. Any delays in the ability of the Trustee to obtain possession of the Project will, of necessity, result in delays in any payment of principal and interest components of Base Rental Payments with respect to the Certificates.

Loss of Premium from Prepayment

Any person who purchases a Certificate at a price in excess of its principal amount or who holds such Certificate trading at a price in excess of par should consider the fact that the Certificates are subject to prepayment prior to maturity at the prepayment prices described herein in the event such Certificates are prepaid prior to maturity.

Taxability

The Certificates are not subject to prepayment nor is the interest rate subject to adjustment in the event of a determination by the Internal Revenue Service or a court of competent jurisdiction that the interest component of the Base Rental Payments paid or to be paid on any Certificate is or was includible in the gross income of the owners of the Certificates for federal income tax purposes.

Secondary Market

There is no assurance that a secondary market will develop for the purchase and sale of the Certificates. Prices of municipal securities in the secondary market are subject to adjustment upward and downward in response to changes in the credit markets and changes in operating performance of the entities operating the facilities subject to the municipal securities. From time to time the secondary market trading in selected issues of municipal securities as a result of the financial condition or market position of the underwriter, prevailing market conditions, or a material adverse change in the operations of that entity, whether or not the subject securities are in default as to principal and interest payments, and other factors which may give rise to uncertainty concerning prudent secondary market practices. Municipal securities are generally

viewed as long-term investments, subject to material unforeseen changes in the investor's circumstances, and may require commitment of the investor's funds for an indefinite period of time, perhaps until maturity.

Impact of COVID-19 on the Municipality

The outbreak of COVID-19, a respiratory disease caused by a new strain of coronavirus, which was first detected in China and has since spread to other countries, including the United States, the State, and the Municipality, has been declared a pandemic by the World Health Organization.

The outbreak of the disease has affected travel, commerce, and financial markets globally and is widely expected to affect economic growth worldwide. The COVID-19 outbreak is altering the behavior of businesses and people in a manner that is having negative effects on global and local economies, including the State and the Municipality. In addition, financial markets in the United States and globally have seen significant declines and volatility attributed to concerns over COVID-19. Continued declines or volatility in the financial markets may constrain market access and credit availability to borrowers, including governmental entities such as the State and the Municipality.

On January 31, 2022, the Secretary of Health and Human Services declared COVID-19 a "public health emergency," under Section 319 of the Public Health Service Act (42 U.S.C. 247d). On March 13, 2020, President Donald J. Trump declared the COVID-19 outbreak a "national emergency," which, among other effects, allows the executive branch to disburse disaster relief funds to address the COVID-19 pandemic and related economic dislocation. On March 27, 2020, the Congress of the United States passed and President Trump signed the Coronavirus Aid, Relief, and Economic Security Act (the "CARES Act"), a \$2 trillion relief package related to responding to the COVID-19 outbreak and its impacts on the economy of the United States.

On March 24, 2020, Mississippi Governor Tate Reeves issued Executive Order No. 1463 pursuant to Section 33-15-11(b)17, Mississippi Code of 1972, as amended, declaring a State of Emergency, and issued a Supplement to Executive Order No. 1463 on March 26, 2020. The Executive Order and the Supplement to the Executive Order are available for review at www.sos.ms.gov.

On _____, 2022, pursuant to Section 33-15-17(d), Mississippi Code of 1972, as amended, the Governing Body of the Municipality adopted a resolution regarding the response of the Municipality to the outbreak of COVID-19 and encouraging the citizens of the Municipality to comply with Centers for Disease Control and Mississippi Department of Health guidelines to help prevent the spread of COVID-19.

On April 5, 2020, President Donald J. Trump declared that a major disaster exists in the State and ordered federal assistance to supplement State, tribal, and local recovery efforts in the areas affected by the COVID-19 pandemic beginning on January 20, 2020, and continuing.

The finances of the Municipality may be materially adversely affected by the continued spread of COVID-19, which could affect ad valorem tax collections of the Municipality, therefore potentially impacting the ability of the Municipality to pay the principal of and interest on the Certificates. The impact of the outbreak on the operations and economy of the Municipality cannot be predicted due to the dynamic nature of the outbreak, including uncertainties relating to

its duration and severity, as well as what actions may be taken by governmental authorities and other institutions to attempt to contain or mitigate its impact. The financial projections contained in this Preliminary Official Statement have not been updated to reflect any potential impact of the COVID-19 outbreak.

Although the potential impact of COVID-19 on the Municipality cannot be predicted at this time, the continued spread of the outbreak could have a material adverse effect on the Municipality.

TAX TREATMENT OF ORIGINAL ISSUE DISCOUNT

The Certificates maturing on _____ 1, 20__ (the “Discount Certificates”), 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 of a certificate at maturity (the face amount) over the “issue price” of such bond. The issue price 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 bonds of the same maturity are sold pursuant to that initial offering. For federal income tax purposes, OID on a bond will accrue over the term of the bond, and for the Discount Certificates, the amount of accretion will be based on a single rate of interest, compounded semiannually (the “yield to maturity”). The amount of OID that accrues during each semi-annual period will do so ratably over that period on a daily basis. With respect to an initial purchaser of a Discount Certificate at its issue price, the portion of OID that accrues during the period that such purchaser owns the Discount Certificate is added to such purchaser's tax basis for purposes of determining gain or loss at the maturity, redemption, sale or other disposition of that Discount Certificate and thus, in practical effect, is treated as stated interest, which is excludable from gross income for federal income tax purposes.

Holders of Discount Certificates should consult their own tax advisors as to the treatment of OID and the tax consequences of the purchase of such Discount Certificates other than at the issue price during the initial public offering and as to the treatment of OID for state tax purposes.

TAX TREATMENT OF ORIGINAL ISSUE PREMIUM

The Certificates maturing on _____ 1, 20__ (the “Premium Certificates”), have an issue price that is greater than the amount payable at maturity of such Premium Certificates. Any Premium Certificates purchased in the initial public offering at the issue price will have an “amortizable bond premium” within the meaning of Section 171 of the Code. A holder of a Premium Certificate that has amortizable bond premium is not allowed any deductions for the amortizable bond premium. During each taxable year, a holder of a Premium Certificate must reduce such holder's tax basis in such Premium Certificate by the amount of the amortizable bond premium that is allocable to the portion of such taxable year during which the holder held such Premium Certificate. The adjusted tax basis in a Premium Certificate will be used to determine taxable gain or loss upon a disposition (e.g., upon a sale, exchange, redemption or payment at maturity) of such Premium Certificate.

Holders of Premium Certificates who did not purchase such Premium Certificates in the initial offering at the issue price should consult their own tax advisors with respect to tax consequences of owning such Premium Certificates.

Holders of Premium Certificates should consult their own tax advisors with respect to the state and local tax consequences of owning the Premium Certificates.

TAX MATTERS

In the opinion of Watkins & Eager PLLC, Bond Counsel, under existing statutes, regulations, rulings, and court decisions, the portion of each Base Rental payment due under the Lease designated as and comprising interest and received by the Owners of the Certificates is excludable from gross income for federal income tax purposes pursuant to Section 103 of the Code.

In addition, Bond Counsel is of the opinion that the Certificates are not “private activity bonds” as defined in Section 141(a) of the Code and, therefore, interest with respect to the Certificates is not treated as a preference item in calculating the alternative minimum tax that may be imposed on individuals and corporations. Such interest, however, is includable in the “adjusted current earnings” of certain corporations for purposes of computing the alternative minimum tax. In rendering the foregoing opinion, Bond Counsel has assumed the compliance by the Municipality with the tax covenants and representations of the Municipality in the Trust Agreement and the Municipality’s Non-Arbitrage Certificate concerning the investment and use of Certificate proceeds and other tax matters. These requirements relate to, *inter alia*, the use and investment of the gross proceeds of the Certificates, the use of any facility, equipment or improvement financed or refinanced directly or indirectly with the proceeds of the Certificates, and rebate to the United States Treasury of specified arbitrage earnings, if any. Bond Counsel has not undertaken to determine (or to inform any person) whether any actions taken (or not taken) or events occurring (or not occurring) after the date of issuance of the Certificates have resulted in a failure of the Municipality to comply with its covenants. Failure of the Municipality to comply with such covenants could result in the interest on the Certificates becoming subject to federal income tax from the date of issue. For federal tax information, see “Certain Federal Tax Information” herein.

Under existing law, Bond Counsel is of the opinion that, the portion of each Base Rental payment due under the Lease designated as and comprising interest and received by the Owners of the Certificates is exempt from all present taxes imposed by the State of Mississippi and any Municipality, municipality, or other political subdivision of the State of Mississippi, except for inheritance, estate, and transfer taxes.

Certain Federal Tax Information

General. The following discussion of certain federal income tax matters is a summary of possible collateral tax consequences. It does not purport to deal with all aspects of federal taxation that may be relevant to particular registered owners. Further, the following discussion should not be construed as expressing an opinion of Bond Counsel as to any such matters, not specifically addressed in their opinion.

Prospective purchasers of the Certificates should be aware that ownership of the Certificates may result in collateral federal income tax consequences in certain taxpayers, including, without limitation, financial institutions, property and casualty insurance companies, individual recipients of Social Security or Railroad Retirement benefits, certain S corporations with “excess net passive income,” foreign corporations subject to the branch profits tax, life insurance companies and taxpayers who may be deemed to have incurred or continued

indebtedness to purchase or carry or have paid or incurred certain expenses allocable to the Certificates. Bond Counsel does not express any opinion regarding such collateral tax consequences. Prospective purchasers of the Certificates should consult their tax advisors regarding collateral federal income tax consequences.

Financial Institutions. Section 265(b)(1) of the Code provides that financial institutions may not deduct the portion of their otherwise allowable interest expense allocable to tax exempt obligations acquired after August 7, 1986 (other than “qualified tax-exempt obligations” as defined in Section 265(b)(3) of the Code).

The Municipality has designated the portion of the Certificates not exceeding \$10,000,000 as “qualified tax-exempt obligations” pursuant to Section 265(b)(3)(B) of the Code, and, in the case of certain financial institutions (within the meaning of Section 265(b)(5) of the Code), eighty percent (80%) of the interest expense deemed incurred by certain financial institutions to purchase or to carry “qualified tax-exempt obligations” is deductible.

Changes in Federal and State Tax Laws

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 Certificates. 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 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 Certificates. It cannot be predicted how any particular litigation or judicial action will be resolved or whether the Certificates or the market value thereof would be impacted thereby. Purchasers of the Certificates 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 Certificates 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.

CERTAIN LEGAL MATTERS

Watkins & Eager PLLC, Jackson, Mississippi, Bond Counsel, will render an opinion with respect to the Lease and the Certificates, substantially in the form set forth in **Appendix C** to this Official Statement. Copies of such opinion will be available at the time of delivery of the Certificates. Certain legal matters will be passed upon for the Municipality by John P. Scanlon, Esq., Ridgeland, Mississippi.

LITIGATION

There is no action, suit, proceeding, inquiry or investigation at law or in equity or before or by any court, public board or public body pending, or to the knowledge of the Municipality threatened against affecting the Municipality or, to its knowledge, any basis therefor, wherein an unfavorable decision, ruling or finding would adversely affect the transactions contemplated by this Official Statement or the validity of the Certificates, the Lease or any other agreement or

instrument to which the Municipality is a party and which is used or contemplated for use in the transactions contemplated by this Official Statement.

VALIDATION

The Certificates will be validated by the Chancery Court of Itawamba Municipality as provided by Sections 31-13-1 *et seq.*, Mississippi Code of 1972, as amended. The validation decree shall be final and binding.

CONTINUING DISCLOSURE

The Municipality will execute a Continuing Disclosure Agreement for the benefit of holders of the Certificates wherein the Municipality will agree to provide annually certain financial information and operating data relating to the Municipality (the “Annual Reports”), and to provide notices through the Electronic Municipal Market Access (“EMMA”) system established by the Municipal Securities Rulemaking Board (the “MSRB”) (or such other system as may be subsequently authorized by the MSRB). The Annual Reports and notices of material events will be filed by the Municipality through the EMMA system (or such other system as may be subsequently authorized by the MSRB). The specific nature of the information to be contained in the Annual Reports or the notices of material events and the other provisions of the Continuing Disclosure Agreement are set forth in **Appendix E** hereto.

A failure by the Municipality to comply with the Continuing Disclosure Agreement must be reported in accordance with Rule 15c2-12 (the “Rule”) promulgated by the Securities and Exchange Commission of the United States of America and must be considered by any broker, dealer, or municipal securities dealer before recommending the purchase or sale of the Certificates in the secondary market. Consequently, such a failure may adversely affect the transferability and liquidity of the Certificates and their market price.

The Municipality is obligated to make continuing disclosure filings under a prior continuing disclosure agreement for the \$5,000,000 General Obligation Road and Bridge Bonds, Series 2014, issued June 5, 2014 (the “Series 2014 Bonds”), which requires annual operating and financial information, audited financial statements, and budgets to be filed annually. The continuing disclosure agreement for the Series 2014 Bonds sets forth various deadlines for filing financial statements.

The Municipality’s intention is to file the information required under the Continuing Disclosure Agreement for the Certificates in a complete and timely manner. As new continuing disclosure agreements are entered into and the obligations under prior continuing disclosure agreements terminate, the Municipality’s goal is to make the information required to be filed and the submission deadlines uniform to facilitate compliance.

In the past five years, the Municipality has failed to file audited financial statements, or unaudited financial statements in the event audited financial statements were not available, by the submission dates required by some of the continuing disclosure agreements that were in effect. For the fiscal years ended _____, 2017, _____, 2018, _____, 2019, and _____, 2020, the Municipality also failed to timely file a “Notice of Failure to File” for its audited financial statements. The audited financial statements for the fiscal years ended _____, 2017, _____, 2018, and _____, 2019, were filed _____, 2022. The audited financial statements for the fiscal years ended _____, 2020, and _____, 2021, are not yet available and will be filed as soon as they are available. The compiled and

unaudited financial statements for the fiscal year ended _____, 2020, were filed on _____, 2022. “Notice of Failure to File” for the audited financial statements and unaudited financial statements for the fiscal years ended _____, 2017, _____, 2018, _____, 2019, and _____, 2020, were filed on _____, 2022. The budget for the fiscal year ended, _____, 2021, was not timely filed and was filed on _____, 2022. A “Notice of Failure to File” for the budget for the fiscal year ended _____, 2021, was filed on _____, 2022. The budget for the fiscal year ended, _____, 2022, was filed on _____, 2022.

ADDITIONAL INFORMATION

The purpose of this Official Statement is to supply information to prospective buyers of the Certificates. Quotations, summaries and explanations of the Certificates and of statutes and documents contained in this Official Statement do not purport to be complete, and reference is made to such documents and statutes for full and complete statements of their provisions.

The information contained in this Official Statement has been taken from sources considered reliable, but it is not guaranteed. Any statement in this Official Statement involving matters of opinion or estimates, whether or not expressly so stated, are intended as such and not representation of fact. No representation is made that any of the statements will be realized.

The Municipality regularly prepares a variety of reports, including audits, budgets and related documents, as well as certain monthly activity reports. Any Owner of a Certificate may obtain a copy of any such report, as available, from the Municipality.

The preparation and distribution of this Official Statement have been duly authorized by the Municipality’s Mayor and the Board of Aldermen. Concurrently with the delivery of the Certificates, the Municipality will furnish its certificate to effect that, to the best of its knowledge, this Official Statement, as of its date and as of the date of delivery of the Certificates, does not contain an untrue statement of a material fact and does not omit any material fact which should be included therein for the purpose for which this Official Statement is to be used, or which is necessary to make the statements contained herein, in light of the circumstances under which they were made, not misleading. This Official Statement has been “deemed final” as of its date by the Municipality for the purposes of Securities and Exchange Commission Rule 15c2-12.

City of Byram, Mississippi

By: _____
Mayor Richard White

By: _____
Circuit Clerk

APPENDIX A

ECONOMIC AND FINANCIAL INFORMATION OF THE MUNICIPALITY

APPENDIX B

**COMPILED FINANCIAL STATEMENTS FOR THE FISCAL YEAR ENDED
_____, 2020; AUDITED FINANCIAL STATEMENTS FOR THE FISCAL YEAR
ENDED _____, 2019**

APPENDIX C

FORM OF OPINION OF WATKINS & EAGER PLLC

APPENDIX D

SCHEDULE OF BASE RENTAL PAYMENTS

APPENDIX E

FORM OF CONTINUING DISCLOSURE AGREEMENT

Exhibit K

Construction Agreement



AGREEMENT BETWEEN OWNER AND CONTRACTOR

AGREEMENT

This agreement is made this _____ day of _____ by and between The City of Byram (the "Owner"), and Shane Ormon Construction Management & Design Inc., a Mississippi corporation (the "Contractor"), for the construction of City of Byram Fire Station # ("Project").

Without regard to any language to the contrary contained herein, the Project will be designed and built in accordance with the plans and specifications as set forth in the Project Specifications and Contract Documents (the "Plans") prepared by Shane Ormon Construction Management & Design Inc., along with the services provided by the Architect and Engineers whom are furnished by Shane Ormon Construction Management & Design Inc. All design documents in which the Project shall comply, have been agreed upon and approved by the Owner prior to construction activity. Please refer to the project proposal for scope of work.

The Owner and Shane Ormon Construction Management & Design Inc. ("The Contractor") agree as set forth below:

ARTICLE I

THE CONSTRUCTION TEAM AND EXTENT OF AGREEMENT

- 1.1 **The Construction Team:** Shane Ormon Construction Management & Design Inc. ("The Contractor"), The City of Byram (The Owners), Amy Trim ("The Architect"), Lorrie Driver ("Interior Designer"), TBD ("The Engineers"), herein called the ("Construction Team"), shall work from the beginning of design through construction completion. The services of the Architect and Engineers, will be furnished by Shane Ormon Construction Management & Design Inc, pursuant to an agreement between the Contractor and the Architect and Engineers involved.
- 1.2 **Extent of Agreement:** This Agreement represents the entire agreement between the Owner and the Contractor and supersedes all prior negotiations, representations or agreements previously discussed. This Agreement shall not be superseded by any provisions of the documents for construction and may be amended only by written instrument signed by the Owner and Shane Ormon Construction Management & Design Inc. ("The Contractor").
- 1.3 **Definitions:** The Project is the total construction to be designed and constructed of which the Work is part. The Work comprises the complete construction required by the drawings and specifications. The term day shall mean calendar day unless otherwise specifically designated.



ARTICLE II

CONTRACTOR'S RESPONSIBILITIES

2.1 Contractor's Services

- 2.1.1 The Contractor shall be responsible for furnishing the Design and for the Construction of the Project in accordance with the specifications and plans, as provided in Attachment I. The Owner shall be responsible for prompt decisions and approvals so as to facilitate the construction and to cause no delays or disruptions to the Contractor's ability to perform in a timely, efficient, and cost-effective manner. Any design, engineering, architectural, or other professional service required to be performed under this Agreement shall be performed by duly licensed personnel.
- 2.1.2 The Contractor, the Architect, and the Owner will work closely together to monitor the design in accordance with prior approvals so as to ensure that the Project can be constructed within the Lump Sum as defined in Article VI. The Contractor will keep the Owner advised of the effects of any Owner requested changes on the Contract Time Schedule. Construction of the Project shall be in accordance with the plans and specifications, as approved by the Owner. The Plans shall remain property of the Contractor and are not to be used by the Owner on this or other projects without written consent of Shane Ormon Construction Management & Design Inc. ("The Contractor").
- 2.1.3 The Contractor will secure all permits necessary for the construction of the Project described, and if necessary, the Owner shall assist.
- 2.1.4 The Contractor will not be held to any greater degree of care, skill or responsibility for licensed services than would be imposed on licensed personnel had the licensed personnel dealt directly with the Owner. For the purposes of this Agreement the Contractor furnished Architect and Engineers shall be deemed and treated as one of the Contractor's Subcontractors, unless otherwise specifically set forth in this Agreement.
- 2.1.5 The Owner and Contractor hereby acknowledge that the Contractor along with the Contractor's Architect and Engineers are relied upon to properly design the project. Notwithstanding such assignment, the Contractor fully reserves claims, actions, or other rights to recover Contractor's separate damages against the Architect and Engineers which the Contractor may incur as a result of the defective design of the Project.



2.2 Responsibilities With Respect to Construction

- 2.2.1 The Contractor will provide all construction supervision, inspection, labor, materials, tools, construction equipment, and subcontracted items necessary for the execution and completion of the project.
- 2.2.2 The Contractor will pay all sales, use, gross, receipts, and similar taxes related to the Work provided by the Contractor which have been legally enacted at the time of execution of the Agreement and for which the Contractor is liable.
- 2.2.3 The Contractor shall at all times keep the premises free from the accumulation of waste materials or rubbish, except those materials and activities necessary to normal construction. At the completion of the Work, the Contractor shall remove waste material and rubbish from and around the Project as well as all the Contractor's tools, construction equipment, machinery and surplus materials.
- 2.2.4 The Contractor will give all notices and comply with laws and ordinances legally enacted at the date of execution of the Agreement, which govern the proper execution of the Work.
- 2.2.5 The Contractor shall take necessary precautions for the safety of its employees on the Work, and shall comply with all applicable provisions of federal, state and municipal safety laws to prevent accidents or injury to persons on, about or adjacent to the Project site. The Contractor shall erect and properly maintain, as required by the conditions and progress of Work, necessary safeguards for the protection of the workmen and the public. It is understood and agreed, however, that the Contractor shall have no responsibility for the elimination or abatement of safety hazards created or otherwise resulting from Work at the job site carried on by other persons or firms directly employed by the Owner or its tenants. The Owner agrees to cause any such separate contractors and tenants, as well as Owner's representatives and agents, to abide by and fully adhere to all applicable provisions of federal, state and municipal safety laws and regulations and to comply with all reasonable request and directions of the Contractor for elimination or abatement of any such safety hazards at the job site.

2.3 Warranties and Completion

- 2.3.1 The Contractor warrants to the Owner that all materials and equipment furnished under this Agreement will be new, unless otherwise specified, and that all Work will be good quality, free from improper workmanship and defective materials and in conformance with the Drawings and Specifications provided. The Contractor agrees to correct all Work performed under this agreement which proves to be defective in material and workmanship within a period of one year from the Date of Substantial Completion, as defined in Paragraph 5.2, or for such longer periods of time as may be set forth with respect to specific



warranties contained in the Plans or otherwise available from suppliers and subcontractors furnishing labor, materials, equipment or other components of the Project.

- 2.3.2 The Contractor will secure required certificates of inspection, testing or approval and deliver them to the Owner.
- 2.3.3 The Contractor will collect all written warranties and equipment manuals and deliver them to the Owner.
- 2.3.4 The Contractor, with the assistance of the Owner's maintenance personnel (if applicable), will direct the checkout of utilities and operations of systems and equipment for readiness, and will assist in their initial start-up testing.

ARTICLE III

OWNER RESPONSIBILITIES

- 3.1 The Owner shall provide full information regarding its requirements for the Project.
- 3.2 The Owner shall designate in writing a representative who shall be fully acquainted with the Project and who has authority to approve changes in the scope of the Project, render decisions promptly, and furnish information expeditiously.
- 3.3 The Owner shall secure and pay for all necessary approvals, easements, assessments, and charges required for the construction, use, or occupancy of permanent structures or for permanent changes in existing facilities.
- 3.4 If the Owner becomes aware of any fault or defect in the Project or non-conformance with the Drawings or Specifications, he shall give prompt written notice thereof to the Contractor.
- 3.5 The Owner shall provide the insurance for the Project as provided in Paragraph 9.4 & 9.5.
- 3.6 The Contractor's Lump Sum shall include the costs of performance and payment bonds as specified in Paragraph 12.1.
- 3.7 The Owner shall provide complete and accurate design criteria and other information reasonably required by the Contractor or by the Architect and Engineers in order to design the Project in accordance with the Owner's requirements and funding and in order to construct the Project in a timely, efficient, and cost-effective manner.



- 3.8 The services and information required by the above paragraphs shall be furnished with reasonable promptness at the Owners expense, and the Contractor shall be entitled to rely upon the accuracy and the completeness thereof.
- 3.9 The Owner shall furnish reasonable evidence satisfactory to the Contractor, prior to commencing Work and at such future times as may be required, that sufficient funds are available and committed for the entire Cost of the Project. Unless such reasonable evidence is furnished, the Contractor is not required to commence or continue any Work, or may, if such evidence is not presented within a reasonable time, stop Work upon 15 days notice to the Owner. The failure of the Contractor to insist upon the providing of this evidence at any time shall not be a waiver of the Contractor's right to request or insist that such evidence be provided at a later date.
- 3.10 The Owner shall have no contractual obligation to the Contractor's Subcontractors and shall communicate with such Subcontractors only through the Contractor.

ARTICLE IV

SUBCONTRACTS

- 4.1 All portions of the Work that the Contractor does not perform with his own forces shall be performed under subcontracts.
- 4.2 A Subcontractor is a person or entity who has a direct contact with the Contractor to perform any Work in connection with the Project. The term Subcontractor does not include any separate contractor employed by the Owner or the separate contractors' subcontractors.
- 4.3 No contractual relationship shall exist between the Owner and any Subcontractor. Shane Ormon Construction Management & Design Inc. ("The Contractor"), shall be responsible for the management of the Subcontractors in the performance of their work.
- 4.4 Contractor agrees to accept a minimum of three separate bids from each Sub-contractual party, and provide the values received by those bids in Attachment I of this document.

ARTICLE V

CONTRACT TIME SCHEDULE

- 5.1 The Work to be performed under this Agreement shall be commenced within (14) calendar days of the date of this Agreement.



- 5.2 The Date of Substantial Completion of the Project or a designated portion thereof is the date when construction is sufficiently complete in accordance with the Drawings and Specifications so the Owner can occupy or utilize the Project or designated portion thereof for the use for which it is intended. Warranties called for by this Agreement or by the Plans shall commence of the Date of Substantial Completion of the Project or designated portion thereof. This date shall be established by a Certificate of Substantial Completion signed by the Architect, Owner and Contractor and shall state their respective responsibilities for security, maintenance, heat, utilities, damage to the Work and insurance. This Certificate shall also list the items to be completed or corrected and fix the time for their completion and correction.
- 5.3 The date of substantial completion for the described work shall be 10 (ten) months from the date of permitting. The date of permitting will be provided to the owner in writing at the date the permit is received. Under current market landscapes the contractor reserves the right to claim force majeure if such circumstance arise.

ARTICLE VI

LUMP SUM PRICE

- 6.1 The Lump sum price for the Project shall not exceed **\$2,149,020.00** (Lump Sum”).
- 6.2 The Lump Sum is based upon laws, codes, and regulations in existence at the date of its establishment and upon the Plans as set forth in the Agreement.
- 6.3 **Contingencies & Allowances**
- 6.3.1 Contingencies & Allowances included in the Lump Sum are as set forth below:
1. Permit Allowance of \$8,500.00 Included
 2. Landscaping Allowance of \$35,000.00 Included
 3. Engineering & Architectural Allowance \$15,000.00 Included
 4. Flagpole Allowance \$2,000.00 Included
 5. Blinds Allowance \$3,750.00 Included
 6. Locker Allowance \$6,000.00 Included
 7. Kitchen Equipment Allowance \$18,500.00 Included
- 6.3.2 In the event the Contingency & Allowance or a portion of the Contingency & Allowance is not used, the Lump Sum shall be adjusted by Change Order as provided in Article VII, and provided back to the Owner.

ARTICLE VII

CHANGES IN THE PROJECT

- 7.1 The Owner, without invalidating this Agreement, may order Changes in the Project within the general scope of this Agreement consisting of additions, deletions or other revisions. The Lump Sum and the Contract Time Schedule shall be adjusted accordingly, all such Changes in the Project shall be authorized by Change Order and mutually agreed upon by the Owner and Contractor.
- 7.1.1 A Change Order is a written order to the Contractor signed by the Owner, or its authorized agent and issued after the execution of this Agreement, authorizing a Change in the Project and/or an adjustment in the Lump Sum or the Contract Time Schedule.
- 7.1.2 If unit prices are stated in this Agreement or subsequently agreed upon, and if the quantities originally contemplated are so changed in a proposed Change Order or as a result of several Change Orders that application of the agreed unit prices to the quantities of Work proposed will cause substantial inequity to the Owner or the Contractor, the applicable unit prices and the Lump Sum shall be equitably adjusted.
- 7.1.3 Should concealed or unknown conditions be encountered in the performance of the work or should project conditions be at variance with the conditions indicated by Owner furnished information, the Lump Sum and the Contract Time Schedule shall be equitably adjusted by Change Order upon claim made by the contractor within a reasonable time after the first observance of such conditions.
- 7.2 **Claims for Additional Time**
- 7.2.1 If the Contractor wishes to make a claim for an extension of the Contract Time Schedule, he shall give the Owner written notice thereof within a reasonable time after the occurrence of the event giving rise to such claim. This notice should be given by the Contractor before proceeding to execute Work, except in an emergency endangering life or property in which case the Contractor shall act, at his discretion, to prevent threatened damage, injury or loss. Claims arising from delay shall be made within a reasonable time after the delay. Any change in the Contract Time Schedule resulting from such claim shall be authorized by Change Order.
- 7.3 **Minor Changes in the Project**
- 7.3.1 The Owner will have authority to order minor Changes in the Work not involving an adjustment to the Lump Sum or an extension of the Contract Time Schedule, and not inconsistent with the intent of the Plans. Such Changes may be effected by written order and shall be binding on the Owner and the Contractor. Minor changes in the project are



only applicable both parties agree that the change is minor. The contractor reserves the right to reject the minor change and provide written change order to contract.

7.4 Emergencies

7.4.1 In Any emergency affecting the safety of persons or property, the Contractor shall act, at his discretion, to prevent threatened damage, injury or loss. Any increase in the Lump Sum or extension of time claimed by the Contractor on account of emergency work shall be determined as provided in this Article.

7.5 Time Limits on Claims

7.5.1 Claims by either party should be initiated within a reasonable time after the occurrence of the event giving rise to such Claim or after the Claimant first recognizes the condition or circumstance on which the Claim is based. Claims must be initiated by written notice to the other party.

ARTICLE VIII

PAYMENTS TO THE CONTRACTOR

8.1 Payments shall be made by the Owner to the Contractor according to the following procedure.

8.1.1 On or before the 25th day of each month after Work has commenced, the Contractor shall submit to the Owner an Application for Payment in such detail as may be required by the Owner based on the Work completed and materials stored on the site and/or at locations approved by the Owner for the period ending on the 25th of the month.

8.1.2 Provided that the Application of Payment has been received by the Owner by the 25th of each month & the work has been properly performed, the Owner or the Owner's representative shall approve and make payment to the Contractor by the 10th day of the following month. The Owner shall pay directly to Shane Ormon Construction Management & Design Inc. ("The Contractor").

8.1.3 If the Owner should fail to pay the Contractor within 30 days of receipt of Application of Payment, then the Contractor, at any time thereafter, reserves the right to stop work and charge interest on all unpaid balances. A written notice that he will stop Work with ten (10) days after receipt of the notice by the Owner, and after such ten (10) day period, stop the Project until payment of the amount owing has been received. Written notice shall be deemed to have been duly served if sent by certified mail to the last know business address of the Owner.

8.1.4 Payments due but unpaid shall bear interest at the rate of 7.0%.



- 8.2 The Contractor warrants and guarantees that title to all Work, materials and equipment covered by an Application of Payment, whether incorporated in the Project or not, will pass to the Owner upon receipt of such payment by the Contractor free and clear of all liens, claims, security interests, or encumbrances hereinafter referred to as Liens.
- 8.3 No Progress Payment nor any partial or entire use or occupancy of the Project by the Owner shall constitute an acceptance of any latently defective Work not in accordance with the Plans.
- 8.4 Final Payment constituting the unpaid balance of the Project shall be due and payable when the Project is delivered to the Owner, ready for beneficial occupancy, or when the Owner occupies the Project, whichever event first occurs, provided that the Project be then substantially completed and this Agreement substantially performed. If there should remain minor items to be completed, the Contractor and the Owner shall list such items and reasonable time thereafter. The Owner may retain a sum equal to 100 percent of the estimated cost of completing any unfinished items is likewise listed separately. Thereafter, the Owner shall pay to the Contractor, monthly, the amount retained for incomplete items as each of the said items is completed.
- 8.5 Nothing in this Agreement or other Contract Documents is intended nor may be construed to waive, abridge, or adversely affect the Contractor's right to make the Contractor's actual receipt of payment from the Owner a condition precedent to the Contractor's payment (when progress, final, or any other payment) to subcontractors or suppliers. The Contractor or its contracted individuals are required to submit affidavits of payment, waivers of rights, releases of claims, or the like, but such requirements will not be deemed effective as to unpaid contract balances and retainage until same are actually received by the Shane Ormon Construction Management & Design Inc. ("The Contractor") from the Owner.
- 8.6 The making of Final Payment shall constitute a waiver of all claims by the Owner except those arising from: unsettled liens, defective design, improper workmanship or defective materials; and the terms of any special guarantees required by the Plans or otherwise furnished by the Contractor, Subcontractors, vendors or suppliers.
- 8.7 The acceptance of Final Payment shall constitute a waiver of all claims by the Contractor except those previously made in writing and unsettled.

ARTICLE IX

INSURANCE, INDEMNITY AND WAIVER OF SUBROGATION

9.1 **Indemnity**

- 9.1.1 To the fullest extent permitted by law the Contractor shall indemnify and hold harmless the Owner and its agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is

attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts of omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 9.1.

- 9.2 In claims against any person or entity indemnified under this Section 9.1 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Paragraph 9.1.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

9.3 **Contractor's Liability Insurance**

- 9.3.1 The Contractor shall purchase and maintain such workman's comp insurance, general liability insurance, and professional liability insurance, as well as insurance to protect the Contractor from the claims set forth below which may arise out of or result from the Contractor's operations under this Agreement whether such operations be by himself or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

9.3.1.1 Claims under workers' compensation, disability benefit and other similar benefit acts which are applicable to the Work to be performed;

9.3.1.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of his employees under any applicable employer's liability law;

9.3.1.3 Claims for damages because of bodily injury, or death of any person other than his employees;

9.3.1.4 Claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor or (2) by any other person;

9.3.1.5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use therefrom;

9.3.1.6 Claims for bodily injury or property damage arising out of completed operations;

9.3.1.7 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle.



9.3.2 The Comprehensive General Liability Insurance shall include premises-operations (including explosion, collapse and underground coverage) elevators, independent contractors, completed operations, and blanket contractual liability on all written contracts, all including broad form property damage coverage.

9.3.3 The Contactor's comprehensive General and Automobile Liability Insurance, as required by Subparagraphs 9.2.1 and 9.2.2 shall be written for not less than limits of liability as follows:

a. Comprehensive General Liability

1.	Bodily Injury	\$ 500,000.00	Each Occurrence (Completed Operations)
		\$ 1,000,000.00	Aggregate
2.	Property Damage	Included Above	

b. Comprehensive Automobile Liability

1.	Bodily Injury	\$ 1,000,000.00	Each Occurrence
		\$ 1,000,000.00	Aggregate
2.	Property Damage	Included Above.	

c. Professional Liability

Contractor or its Architects & Engineers shall be written for not less than the limits as follows:

\$1,000,000.00 per claim

\$2,000,000.00 aggregate

9.3.4 Comprehensive General Liability Insurance may be arranged under a single policy for the full limits required or by a combination of underlying policies with the balance provided by an Excess or Umbrella Liability Policy.

9.3.5 The foregoing policies shall contain a provision that coverages afforded under the policies will not be cancelled until at least thirty (30) days' prior written notice has been given to the Owner. Certificates of Insurance showing such coverages to be in force shall be filed with the Owner prior to commencement of the Work. The Contractor shall cause the commercial liability coverage required by this Agreement to include (1) the Owner as additional insureds by written endorsement to the policy(ies) for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured by written endorsement to the policy(ies) for



claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

9.4 Owner's Liability Insurance

9.4.1 Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

9.5 Insurance to Protect Project

9.5.1 The Contractor will purchase and maintain property insurance in a form acceptable to the Owner upon the entire project, such coverage being a Completed Value Builders' Risk policy for the full contract amount with the Contractor, the Owner as named insureds, with additional coverages afforded subcontractors as their interests may appear. This insurance shall insure against loss from the perils of Fire, Extended Coverage, and shall include "All Risk" insurance for physical loss or damage including, without duplication of coverage, at least theft, vandalism, malicious mischief, transit, collapse, flood, earthquake, testing, and damage resulting from defective design, workmanship or material. The Contractor will increase limits of coverage, if necessary, to reflect estimated replacement cost. This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit. If the Project covers an addition to or is adjacent to an existing building, the Contractor, Subcontractors, and Sub subcontractors shall be named as additional insured under the Owner's Property Insurance covering such building and its contents.

9.5.1.1 If the Owner finds it necessary to occupy or use a portion of the Project prior to Substantial Completion thereof, such occupancy shall not commence prior to a time and on conditions mutually agreed to by the Owner and the Contractor and to which the insurance company or companies providing the property insurance have consented by endorsement to the policy or policies. This insurance shall not be cancelled or lapsed on account of such partial occupancy or sue shall not be unreasonably withheld.

9.5.2 The Owner shall purchase and maintain such boiler and machinery insurance as may be required or necessary. This insurance shall include the interests of the Owner, the Contractor, Subcontractors in the Work.

9.6 Waiver of Subrogation

9.6.1 The Owner and Contractor waive all rights and claims against each other and against any of their respective subcontractors (of any tier), consultants, separate contractors, Architect and Engineers, design professionals, suppliers, agents and employees, each of the other, for any liability, damages or costs of any kind or nature whatsoever to the extent of coverage by any policy of insurance or payment by or on behalf of any insurer, excepting



only the rights of the Owner or the Contractor to proceeds or to other benefits of insurance. This waiver of rights and claims to the extent of insurance coverage or payment extends to any insurer or other party purporting to assert claims, rights, entitlements, or recovery of, by, through, or on behalf of the Owner, or the Contractor, whether by subrogation or other theory. This waiver of rights and claims, including but not limited to waiver of rights of subrogation, applies regardless of who required, obtained, or paid for the insurance and extends to any loss covered or paid by insurance without restriction to type, cause, time, or location of occurrence or loss.

- 9.6.2 The Owner or Contractor, as appropriate, shall require of their respective Subcontractors (of any tier), consultants, separate contractors, Architect and Engineers, design professionals, suppliers, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. Whenever feasible but not as a condition to the validity or enforceability of this provision, all applicable policies of insurance shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation to the extent of insurance coverage or payment shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, even though the person or entity did not pay the insurance premium directly or indirectly and whether or not the person or entity had an insurable interest in the property damaged. However, it is intended that this waiver of subrogation shall apply regardless of whether the insurance policies expressly contain such waivers, such that the mutual waiver of claims by the Owner and the Contractor in itself operates to preclude claims of insurers or others to the extent of insurance coverage or payment, whether by subrogation or otherwise, irrespective of absence of policy language or policy language to the contrary.

ARTICLE X

TERMINATION OF THE AGREEMENT AND OWNER'S RIGHT TO PERFORM CONTRACTOR'S OBLIGATIONS

10.1 **Termination by the Contractor**

- 10.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:

1. Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;



2. An act of government, such as a declaration of national emergency that requires all Work to be stopped;
 3. Because payment has not been made pursuant to Article VIII and the Owner has not notified the Contractor of the reasonable reason for withholding payment.
- 10.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of Work under direct or indirect contract with the Contractor, repeated suspensions, delays or interruptions of the entire Work by the Owner constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.
- 10.3 If one of the reasons described in 10.1 and 10.1.1 exists, the Contractor may, upon seven days' written notice to the Owner terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit resulting from the Work executed, and costs incurred by reason of such termination.
- 10.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' provide written notice to the Owner to terminate the Contract and recover from the Owner as provided in Paragraph 10.3.
- 10.5 **Termination by the Owner for Cause**
 - 10.5.1 The Owner may terminate the Contract if the Contractor
 1. Repeatedly refuses or fails to supply enough properly skilled workers or proper materials to support the Work;
 2. Fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
 3. Repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
 4. Otherwise is guilty of substantial breach of a provision of the Agreement herein
 - 10.5.2 When any of the above reasons exist, the Owner may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety;
 1. Exclude the Contractor from the site and take possession of all materials previously purchased by Payment Application.



2. Accept assignment of subcontracts; and
3. Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner finishing the Work.

10.6 When the Owner terminates the Contract for one of the reasons stated in Paragraph 10.5.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

10.7 If the unpaid balance of the Lump Sum exceeds the costs of finishing the Work, including any damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall survive termination of the Contract.

10.8 Termination by the Owner for Convenience

10.8.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

10.8.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall

1. Cease operations as directed by the Owner in the notice;
2. Take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
3. except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders

10.8.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, Materials Stored, Materials Ordered, and Any Other costs incurred by reason of such termination within 30 days of its termination.

10.9 Owner's Right to Perform Contractor's Obligations

10.9.1 If the Contractor fails to correct Work that is not in accordance with the requirements of the Agreement or repeatedly fails to carry out Work in accordance with the Agreement, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.



- 10.9.2 If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses. Such action by the Owner and amounts charged to the Contractor must be proven and reasonable. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

ARTICLE XI

ASSIGNMENT AND GOVERNING LAW

- 11.1 Neither the Owner nor the Contractor shall assign his interest in this Agreement without the written consent of the other.
- 11.2 This Agreement shall be governed by the law in effect at the location of this Project.

ARTICLE XII

MISCELLANEOUS PROVISIONS

- 12.1 **Performance and Payment Bonds:** N/A
- 12.2 **Funding:** This Contract is contingent upon the Owner securing adequate financing for the funding of the Project. If adequate funding is not secured by the Owner the contractor reserves the right to terminate the contract

ARTICLE XIV

MEDIATION

- 14.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract shall be subject to mediation as a condition precedent to Arbitration, and/or litigation.
- 14.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request



for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the Mediation.

- 14.3 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.

All parties below hereby acknowledge and accept the preceding contractual agreement:

Owner: ***The City of Byram***

By: _____

Its: _____

Attest: _____

Contractor: ***Shane Ormon Construction Management & Design
Inc.***

By: _____ ***Shane Ormon, President***



ATTACHMENT I

PLANS, SPECIFICATIONS, & OTHER DESIGN DOCUMENTS

-Plans & Specifications required for permitting and construction will be provided by the Architect and/or Contractor, as applicable.



ATTACHMENT II

SCHEDULE OF VALUES ITEM LISTING

Exhibit L

Post Issuance Compliance Procedures

**\$ _____ CERTIFICATES OF PARTICIPATION
(CITY OF BYRAM, MISSISSIPPI, FIRE STATION LEASE PURCHASE PROJECT)
CITY OF BYRAM, MISSISSIPPI**

**PROCEDURES FOR POST-ISSUANCE COMPLIANCE
TAX-EXEMPT FINANCINGS**

General

The purpose of these Procedures for Post-Issuance Compliance, Tax-Exempt Financings (the “Procedures”) is to ensure that the tax-exempt financings of the City of Byram, Mississippi (the “Municipality”) and Central Mississippi Public Improvement Corporation (the “Corporation”) (together, the “Issuer”), remain in compliance with the following federal tax requirements:

- Record retention
- Arbitrage yield restriction and rebate
- Proper and timely use of bond proceeds and bond-financed property
- Timely return filings
- Corrective actions
- Other general requirements

These Procedures apply to any obligations to which Sections 103 and 141 through 150 of the Internal Revenue Code of 1986, as amended, and any Treasury Regulations promulgated thereunder (together, as applicable, the “Code”) apply. The Issuer shall comply with any requirements set forth in the Code and subsequent rulings and other advice published by the Internal Revenue Service (the “Service” or the “IRS”), as such authorities may apply to the Issuer and its obligations.

The “Financing”

There are different types of obligations that can evidence a tax exempt loan including but not limited to certificates, notes, obligations, leases, or installment sales transactions. This document refers to “certificates” but applies to all of these types of transactions and all such debt instruments.

Responsible Parties

The Issuer designates the City Clerk of the Municipality and the Secretary of the Corporation (together, the “Responsible Party”) as the primary person responsible for compliance with this policy. The Responsible Party will coordinate efforts with the Board and parties working with the Issuer on financings and the operation of bond financed facilities to ensure that any actions taken with respect to bond financed facilities will be in compliance with the requirements of the Code and rulings of the IRS.

General Recordkeeping

The Issuer will maintain a copy of the following documents on file at all times:

- Audited Financial Statements for each of the years that tax-exempt certificates are outstanding

- Reports of any examinations by the IRS of the Issuer or its tax-exempt financings for, or in relation to conduit transactions with, the Issuer

With respect to each issue of tax-exempt certificates, the Issuer hereby requires, and each Issuer agrees to retain, the following for the life of the certificates plus three years:

- Financing transcript
- Minutes and resolution(s) authorizing the issue
- Certifications of issue price
- Any formal elections (e.g., election to employ an accounting methodology other than specific tracing)
- Appraisals, demand surveys, and/or feasibility studies for bond-financed property
- Government grant documentation related to construction, renovation, or purchase of bond-financed facilities
- Bond Trustee or bank statements regarding investment and expenditures of bond funds
- Any agreement listed in “Private Business Use” (below) that relates to a bond financed facility

Separate Bank Account

Many of the Code provisions related to tax exempt certificates pertain to how bond proceeds are invested, and when such bond proceeds are spent. The Issuer will establish a separate bank account or trust fund for bond proceeds and keep records for any such account showing:

- All expenditures on the bond-financed property
- Investment of bond proceeds

Investments and Arbitrage Compliance

Many of the Code provisions deal with restrictions if bond proceeds are invested at a yield higher than the yield on the certificates. The Responsible Party is responsible for monitoring such investments, and taking steps to ensure compliance with the yield restriction requirements of Section 148(a) of the Code and the rebate requirements of section 148(f) of the Code. Such monitoring includes, but is not limited to:

- tracking the allocation of bond proceeds to expenditures for compliance with any temporary period and spending exceptions, no less frequently than annually
- ensuring that any forms required to be filed with the IRS relating to arbitrage or rebate and any payments required pursuant thereto are filed in a timely manner
- ensuring that “fair market value” is used with respect to the purchase and sale of investments

Additionally, the Responsible Party shall monitor compliance with rebate and yield restriction rules on an annual basis.

With respect to each issue of tax-exempt certificates, the Issuer agrees to retain the following for the life of the certificates plus three years:

- Documentation of allocations of investments of bond proceeds and calculations of investment earnings

- Documentation for investments of bond proceeds related to:
 - a) Investment contracts (e.g., guaranteed investment contracts)
 - b) Credit enhancement transactions (e.g., bond insurance contracts)
 - c) Financial derivatives (e.g., swaps, caps, etc.)
 - d) Bidding of financial products
- Documentation regarding arbitrage compliance, including:
 - a) Computation of bond yield
 - b) Computation of rebate and yield reduction payments
 - c) Form 8038-T, *Arbitrage Rebate, Yield Reduction and Penalty in Lieu of Arbitrage Rebate*
 - d) Form 8038-R, *Request for Recovery of Overpayments Under Arbitrage Rebate Provisions*

Expenditures and Assets

The Code generally requires that at least 85% of bond proceeds are to be expended on the project within three years of the date the certificates are issued.

The Responsible Party is responsible for oversight of the expenditure of bond proceeds, including monitoring whether such expenditures are made in a timely manner for the purposes for which the certificates were authorized. The Responsible Party will ensure that all proceeds of a bond issue are allocated to expenditures by the later of 18 months after the expenditure was made or the date the project is placed in service (and in no event, later than 60 days after (i) the fifth anniversary of the issue date or (ii) retirement of the issue).

With respect to each issue of tax-exempt certificates, the Issuer shall retain the following for the life of the certificates plus three years:

- Documentation of allocations of bond proceeds to expenditures (e.g., allocation of bond proceeds for expenditures for the construction, renovation or purchase of facilities)
- Documentation of allocations of bond proceeds to bond issuance costs
- Copies of all requisitions, draw schedules, draw requests, invoices, bills, and cancelled checks related to bond proceeds spent during the construction period
- Copies of all contracts entered into for the construction, renovation or purchase of bond-financed facilities
- Records of expenditure reimbursements incurred prior to issuing certificates for bond-financed facilities
- List or schedule of all bond-financed facilities or equipment
- Depreciation schedules for bond-financed depreciable property
- Documentation of any purchase or sale of bond-financed assets

Private Business Use

The legal and tax restrictions on private use of tax-exempt bond-financed property are set forth in detail in the applicable federal tax certificate executed in connection with the issue of tax-exempt certificates.

Generally, private use results from the sale or lease of tax-exempt bond-financed property or the granting of special legal entitlements to a private business or the Federal government. Private

business use can also result from contracts that permit private business activities to be conducted using bond-financed property or from research performed in a tax-exempt bond-financed facility for private parties or the Federal government.

Any material agreement that permits a private business or the Federal government to use tax-exempt bond-financed property should be reviewed by bond counsel prior to execution. Annually, a general review of the use of tax-exempt bond-financed facilities should be conducted. Tax-exempt bond-financed property should not be sold or leased without first consulting with bond counsel.

Corrective Action

A corrective action may be required if, for example, it is determined that bond proceeds were not properly expended, the Issuer is not in compliance with the arbitrage requirements imposed by the Code or the Issuer has taken a deliberation action that results in impermissible private business use (e.g., sale or lease of bond-financed property) or entering a management contract with a private company for that facility. If the Issuer determines or is advised that corrective action is necessary with respect to any issue of its tax-exempt obligations, the Issuer will in a timely manner:

- seek to enter into a closing agreement under the Tax-Exempt Certificates Voluntary Closing Agreement Program described in Notice 2001-60 (or any successor notice thereto)
- take remedial action described under Section 1.141-12 of the Code
- take such other action as recommended by bond counsel

Internal Revenue Service Examination of Certificates

In the event that certificates issued by the Issuer are selected for examination by the IRS, the Issuer shall retain qualified and experienced counsel to represent the Issuer and shall work with such counsel to provide such documents and information requested by the IRS as are in the possession of the Issuer.

Policy Supplemental to all Existing Policies

This Policy is supplemental to all existing policies of the Issuer.

City of Byram, Mississippi

City Clerk

Central Mississippi Public Improvement Corporation

Secretary

Dated: _____, 2022

(seal)

Exhibit M

Letters of Engagement and Disclosure

Mailing Address:
P.O. Box 650
Jackson, Mississippi 39205
Telephone: (601) 965-1900
Facsimile: (601) 965-1901



BRAD C. DAVIS
DIRECT DIAL: (601) 965-1988
EMAIL ADDRESS:
bdavis@watkinseager.com

October 27, 2022

John P. Scanlon, Esq.
Mills, Scanlon, Dye & Pittman
800 Avery Boulevard North, Suite 101
Ridgeland, Mississippi 39157

RE: \$2,400,000 Certificates of Participation
(City of Byram, Mississippi, Fire Station Lease Purchase Project)

Dear John:

This letter will confirm the selection by the City of Byram, Mississippi (the "Municipality"), of Watkins & Eager PLLC to act as Special Counsel with respect to the Certificates of Participation (City of Byram, Mississippi, Fire Station Lease Purchase Project), in one or more taxable or tax-exempt series, dated the date of delivery thereof, in an amount not to exceed \$2,400,000, of the Municipality (the "Certificates"). This letter will also set forth the role and responsibilities we propose to undertake as Special Counsel to the Municipality and the terms upon which we understand we will undertake those responsibilities as Special Counsel to the Municipality and be compensated by you for performing in such role.

Proceeds of the Certificates are expected to be used to provide funds to (i) the acquisition, construction, financing, equipping, and leasing of a fire station and related facilities and certain equipment (the "Project"); and (ii) paying the costs of the authorization, issuance, sale, validation, and delivery of the Certificates.

Scope of Engagement and Duties to Be Performed

As Special Counsel, our chief function is to render an objective legal opinion with respect to the authorization and issuance of the Certificates, the validity and binding effect of the Certificates, the source of payment and security for the Certificates, and the excludability of interest on the Certificates from gross income for federal and State of Mississippi income tax purposes. Assuming that no legal impediments to the issuance of the Certificates become apparent, we would contemplate furnishing to the Municipality and the financial institution purchasing the Certificates (the "Purchaser") our approving opinion as to the validity of the Certificates, which opinion will be executed and delivered by us in written form on the date the Certificates is exchanged for their purchase price (the "Closing"), and will be based on facts and law existing as of its date. Upon delivery of the opinion with respect to the original issuance of the Certificates, our responsibilities as Special Counsel will be concluded with respect to this financing.

In addition to rendering our approving opinion upon authorizing issuance of the Certificates, we will draft or review the basic legal documents required for authorization, securing, issuing, and sale of the Certificates, including the authorizing resolutions of the Municipality, any notice of sale, and all related proceedings of the Municipality which might be required. We will undertake validation proceedings under the laws of the State of Mississippi. We will also prepare or furnish the incidental closing documents (excepting those customarily prepared or furnished by the Municipality or Purchaser or their respective counsel), including various certificates to be signed by the Municipality, and the form of opinion which will be required from the Municipality's counsel.

In addition, in connection with the delivery of our opinion, we may require that the proceedings for the issuance of such Certificates include other items, including the following:

- (a) an opinion of the Municipality's counsel addressing the authorization of the issuance of the Certificates and the execution of the related documents, and other matters normally covered by an opinion of counsel to the Municipality in similar financings;
- (b) certificates from the Municipality's officials dealing with financial condition, litigation, regulatory approval, due authorization, and various factual matters; and
- (c) certificates from other parties to the transaction and/or opinions of counsel to such parties, as applicable.

Although we ordinarily draft suggested forms for these and other customary closing papers, we do not assume responsibility for verifying the truth of facts certified as true by others, nor, except as necessary to our opinion, do we assume responsibility for examining legal questions on which other participating lawyers are asked to opine.

We assume that we will have the full cooperation of the Municipality, the Purchaser, appropriate officials of the Municipality, and any others necessary to successfully complete this financing, including counsel to the parties. We cannot, of course, guarantee the timing or outcome of legislative or judicial processes or other actions necessary to complete the financing.

Compensation and Reimbursement

We propose that our fee be determined in consultation and negotiation with Municipality, to include the standard State Bond Attorney fee, with such fee to be based upon (i) the terms, structure, size, and schedule of the financing which may be represented by the Certificates, (ii) the duties we will undertake pursuant to this engagement letter, (iii) the time we devoted to the financing, and (iv) the responsibilities we will assume in connection therewith. If unusual or unforeseen circumstances arise which require a significant increase in our time or responsibility, we will consult with you regarding further handling and any possible adjustment to any fee amount. In addition to our fees for services, our bills will include expenses and costs normally associated with representations of this kind.

You have the right to discharge us, and we have the right to withdraw, for any reason at any time upon reasonable notice. If we elect to withdraw, you will take all steps necessary to free us of any obligation to perform further, including the execution of any documents necessary to complete our withdrawal. In the event of our withdrawal or discharge, we will be entitled to retain any fees for services provided before the date of our withdrawal or discharge, as well as to compensation for the reasonable value of our services actually rendered. We also will be entitled to reimbursement of any costs and expenses paid or incurred on your behalf up to the effective date of withdrawal or discharge.

Documents and Files

Subsequent to the Closing, we will provide you with a copy of the Closing transcript relating to the issuance of the Certificates. In addition, any documents or related materials which you have provided to us in connection with our participation in the transaction will be returned to you at your request. All other documents, materials, and work product of any kind shall constitute our own files and property and will be retained or discarded at any time at our sole discretion.

Waiver of Conflict

From time to time this firm represents client, including in connection with a variety of unrelated matters in which the Municipality is involved. These matters may include, but are not limited to, proceedings before the various federal, state, and local governing bodies and boards, agencies, and commissions in which the interest of our client is adverse to the Municipality.

We have reviewed the relationship between our responsibilities as Special Counsel (which will primarily consist of drafting documents, consulting as to debt options and responsibilities, and rendering on or more opinions with respect to the Certificates) and our representation of other clients, in unrelated matters as described above, and we have concluded that the performance of our responsibilities as Special Counsel will not be affected by our representation of other clients.

It is our understanding that the Municipality consents to or waives any conflict of interest which may arise as a result of any current representations in unrelated matters and future representations similar to those described above. Your acceptance of this engagement letter will evidence that consent.

October 27, 2022

Page 4

Miscellaneous

Once the Certificates is issued, our engagement as Special Counsel will be completed. Except the completion and distribution of the Closing transcript, we will have no further obligations as Special Counsel with regard to the Certificates.

Our willingness to undertake the functions described herein is based upon the facts available to us at this time. Nothing has come to our attention which would lead us to conclude that there are any legal obstacles to delivery of the Certificates. We will proceed with the understanding that should anything come to our attention prior to the issuance of the Certificates which would, in our opinion, cast doubt upon the legality of transaction, we will not be obligated to render our approving legal opinion.

If the foregoing terms are satisfactory to you, please indicate by returning the enclosed copy of this letter signed by an authorized person, retaining the original for your files.

Very truly yours,



Watkins & Eager PLLC

Accepted and agreed to this day, _____, 2022.

City of Byram, Mississippi

By: _____

Name: _____

Title: _____



GOVERNMENT CONSULTANTS, INC.

Consulting & Municipal Advisory Firm

116 Village Boulevard
Madison, Mississippi 39110

Telephone: (601) 982-0005
Facsimile: (601) 982-2448
Email: gcms@gc-ms.net

October 27, 2022

Mayor and Board of Aldermen
City of Byram, Mississippi
5901 Terry Road
Byram, Mississippi 39272

Re: City of Byram, Mississippi
Not to Exceed \$2,400,000 Certificates of Participation (City of Byram, Mississippi Fire Station Lease Purchase Project), in one or more taxable or tax-exempt series (the "Certificates")
Disclosure and Engagement Letter (the "Letter")

Dear Mayor and Board of Aldermen,

We are writing to provide certain disclosures to you as representative of the City of Byram, Mississippi (the "Issuer") as required by the Securities and Exchange Commission ("SEC") and Municipal Securities Rulemaking Board ("MSRB"). Government Consultants, Inc. ("GCI" or the "Municipal Advisor") is an Independent Registered Municipal Advisor and welcomes the opportunity to provide municipal advisory services to you relative to the issuance of the above referenced Certificates.

Disclosures Concerning our Role as Municipal Advisor

- (i) The Municipal Advisor has a fiduciary duty to you. This is different than an underwriter, if any, who only has an obligation to deal fairly with you. The underwriter, if any, has financial and other interests that differ from yours, unlike the Municipal Advisor who has no financial or other interests that differ from your own.
- (ii) We shall provide advice concerning the structure, timing, terms, sizing and other similar matters related to any potential certificates or debt issuance.
- (iii) We shall make a reasonable inquiry to the relevant facts that help determine which course of action best suits your interests. A reasonable analysis will be conducted to determine that all advice and/or recommendation(s), are not based on materially inaccurate or incomplete information.
- (iv) We shall evaluate possible material risks, benefits and alternatives related to the Certificates.
- (v) Our duties are limited to this transaction and the above-mentioned disclosures.

The MSRB provides a brochure covering information for municipal advisory client protections and appropriate regulatory authority contact information on the MSRB homepage at <http://www.msrb.org>.

Disclosure Concerning Conflicts of Interest and Other Information

MSRB Rule G-42 requires that GCI provide in writing any disclosures relating to actual or potential material conflicts of interest, including certain categories of potential conflicts of interest identified in MSRB Rule G-42, if applicable. After reasonable due diligence by GCI, there are no known material conflicts of interest that may affect GCI's ability to serve as a municipal advisor to you. In accordance with MSRB Rule G-42, GCI will follow its fiduciary duty, that includes the duty of loyalty and the duty of care to the Issuer and to disclose our role and duties as a Municipal Advisor. Our primary obligation is to always act in your best interest. There are no other known material conflict(s) of interest at the time of engagement.

If any new or additional material conflict(s) of interest occurs after the delivery and execution of this Letter, GCI will disclose all new material conflict(s) of interest to the you.

Disclosure Concerning the Compensation

Our compensation for serving as municipal advisor will be contingent on the issuance of the Certificates and is based, in part, on the size of the certificates. We will negotiate with you as to compensation and will be paid upon closing of the transaction(s). The Municipal Advisor will abide by its fiduciary duty to you and provide unbiased and independent advice as required by the MSRB.

Disclosure of Information Regarding Legal Events and Disciplinary History

GCI recommends potential clients to undertake its own evaluation of GCI's regulatory history, professional qualifications, and other material issues. Such information, whether material or not, must be reported on Form MA and/or MA-I filed with the SEC. There are no recent changes made on any Form MA or Form MA-I, which are available and can be viewed on the SEC's EDGAR system website at <http://www.sec.gov/edgar/searchedgar/companysearch.html>.

Disclosure Relating to Issuing Certificates

As with any issuance of debt, your obligation to pay principal and interest when due, will be a contractual obligation that will require that these payments be made no matter what budget restraints may be encountered. Your failure to pay principal and interest when due, could cause you to be in default. A default may negatively impact your credit ratings and may effectively limit your ability to publicly offer other debts at market rate levels.

Please be aware of the following basic aspects of the Certificates:

Fixed rate debt is an interest-bearing obligation that contains rates specified at closing and will not change while the certificates are outstanding. Maturity dates are fixed at the time of the closing and may include serial maturities (specified principal amounts are payable on the same date each year until final maturity) or a term maturity (specified principal amounts are payable on each term maturity date) or a combination of serial and term maturities. Interest on fixed rate certificates is typically paid semiannually at a stated fixed rate or rates for each maturity.

Revenue certificates are a debt obligation secured by a pledge of incomes and revenues (fees, rates or rentals). You pledge to use the lawfully available net revenues of the fund or funds in the manner as described in the documents related to issuance for the repayment of the Certificates of Participation.

The Certificates may be offered as federally taxable obligations.

Additionally, the Certificates may be offered as federally tax-exempt obligations. This requires that you comply with various Internal Revenue Service ("IRS") requirements and restrictions relating to how you use and invest the proceeds of the certificates issue, how you use any facilities constructed with the proceeds of the certificates issue and other restrictions throughout the term of the Certificates.

It is recommended that you consult with certificates counsel on such tax matters related to the issuance of the Certificates.

Disclosure Concerning the Term of Engagement

The Term of Engagement is effective on the execution date of the document that employed GCI as your appointed municipal advisor and ends upon the closing and delivery of the Certificates. The Engagement may be terminated with or without cause by either party. A written notice must be delivered to the other party, specifying the effective date of the termination.

Acknowledgement

We must seek your acknowledgement that you have received this Letter. Accordingly, please acknowledge receipt of this Letter on in the space provided below. If you are not authorized to execute this Letter, please notify GCI immediately so the correct individual may be contacted. Please let us know if you have any questions or concerns.

Sincerely,

Government Consultants, Inc.

BY: 

Nick Schorr

RECEIPT ACKNOWLEDGEMENT

BY: _____
Signature

Richard White, Mayor, City of Byram, Mississippi
Authorized Representative's Name

CITY OF BYRAM AGENDA ITEM FACT SHEET

BOARD MEETING DATE: October 27,
2022

AGENDA ITEM NO: (b)

CONSENT
AGENDA:

TO:

FOR:

ACCOUNT NO:

INTRODUCED BY:

DISCUSSION: Approval of the Sustainability Partners Master Utility Service Agreement

ATTACHMENTS:

Description	Upload Date	Type	File Name
☐ Sustainability Partners MUSA Overview	10/24/2022	Cover Memo	Sustainability_Partners__M-USA_Overview.pdf
☐ Sustainability Partners MUSA	10/24/2022	Cover Memo	City_of_Byram_SP_MUSA_10.20.22_(2).pdf
☐ Sustainability Partners MUSA Presentation	10/24/2022	Cover Memo	10.18.2022_SP_City_of_Byram_Presentation.pdf

Master Utility Service Agreement (“M-USA”) - Overview

This summary is provided as a courtesy to assist potential customers by providing a general overview of the M-USA and its different components and features. The M-USA is a service contract that functions as a master contract between Sustainability Partners (“SP”) and our customers. The M-USA sets the foundation for our entire relationship. SP solves the capital needs for infrastructure and partners with our Customers to keep it reliable, safe, and efficient.

M-USA Overview

Our M-USA is a simple and transparent agreement that is uniform across all customers, assets, and geographies with no margins added to vendor, product, installation, or capital sourcing costs. Typical legal contracts of this nature may be hundreds of pages in length. SP’s M-USA is only 10 pages! As this is a standardized and underwritten agreement, any agreed upon material changes to the M-USA must be set forth in the Additional Terms contained in the Service Addendum.

The M-USA has the following components:

- M-USA Signature Page
- Exhibit 1: General Terms and Conditions, which includes the Glossary
- Exhibit 2: Service Addendum
- Exhibit 3: Notice to Proceed
- Exhibit 4: Certificate of Acceptance

SP Services in the M-USA

Included in the M-USA are two different service offerings provided by SP. The services are part of every master contract to address the flexibility needed by our Customers. Every Customer has specific goals they are trying to achieve today and unexpected goals that will arise in the future they will have to address. The different services consisting of SP’s *Infrastructure-as-a-Service™* and SP’s *Capital Recovery Service™* are just two of the tools among many provided by SP that give our Customers the flexibility they need.

Infrastructure as a Service

This is our traditional utility-like service in which SP owns the infrastructure and the Customer pays a Usage Rate for that infrastructure. There is no upfront payment required from the Customer.

Capital Recovery Service

This service allows Customers to monetize their current infrastructure assets and directly own the new infrastructure assets when needed. SP provides the funds directly for the Customer to use, which allows the Customer to own the infrastructure. The repayment of the funds provided (the

“Rights Fee”) is based on a percentage of an identified revenue stream. This payment method is necessary to meet the requirements of GASB 60.

As a result of the many flexibilities and options in the master contract, there are specific provisions that will and will not apply depending on each specific Service Addendum project and Customer need.

M-USA & Exhibits Summarized

Exhibit 1 – General Terms and Conditions, and a Glossary of Terms

This Exhibit consists of a ten page document that contains governing terms, conditions, and defined terms for the contractual relationship between SP and our Customer.

Section 1. The Sustainability Services

In this Section, the Customer engages the SP Entity as an independent contractor to provide Services at the Location specified in the Service Addendum.

Section 2. USA Payments

The USA Payment is the amount listed in the Service Addendum and paid directly to the SP Entity.

The monthly USA Payment is calculated as follows: Usage + Capacity + Availability + Minor Maintenance and Care (MMC) + Major Maintenance and Renewal (MMR) + Deferred Catchup. As set forth above, although the USA Payment can consist of each of these components, they may not be applicable for each specific Service Addendum.

The payment process begins once the Certificate of Acceptance (“CofA”) is executed. The SP Entity will electronically send the Customer a monthly invoice. Customers must pay in full within 30 days. If the Payment is late, then there is a 1.5% interest charge per month until payment is made. If applicable, invoices are subject to state law provisions requiring government entities to pay valid and proper invoices in a timely manner (“Prompt Payment Act”).

If there is an interruption in collecting usage data (“Data Interruption”) from the Units and the USA Payment could not be calculated, then the SP Entity may estimate the payment based on historical usage. If the data becomes available within six months, the SP Entity will reconcile the next invoice with actual data and provide a true-up.

Customers which are government entities are subject to legislative appropriation whereby funds are set aside for USA Payments. Lack of appropriations does not cause breach or default as long as USA Payments are treated the same as (“pari-passu”) all other utilities.

Section 3. Unit Procurement, Installation and Acceptance

This Section includes details about selecting specific Units and vendors or contractors (“Vendors” or “Contractors”). Simply put, both selections must be agreed upon by both the SP Entity and the Customer, then written agreements with all vendors will be executed, which is termed a Master Goods and Services Agreement (“MGSA”).

If a government entity requires a competitive bid process (“Competitive Bidding”), then those rules will be applied and followed.

Following the execution of the NtP, the SP Entity proceeds with procuring the Units. This section also specifies an amount that may not be exceeded known as the installation limit (“Installation Limit” or “Installation Limit/Unit”) to prevent excessive or unexpected costs. If for some unexpected reason (e.g., concealed or unknown physical conditions), costs are expected to exceed the Installation Limit, then the Customer and SP Entity will jointly and promptly investigate and determine what to do. If additional costs are incurred, the Customer can either choose to pay those costs directly, the SP Entity can pay for the costs and then adjust the Usage Rates in the Service Addendum, or choose to terminate the M-USA.

Section 4. Unit Operation

The Customer is solely responsible for the Units and required to keep the Units at the Location specified in the Service Addendum. The Customer must notify SP if there is a malfunction, defect, or interruption in operation or condition of the Units.

Section 5. Customer Care at the Location

The Units are entrusted in the Customer’s care while at the Location, so the Customer is responsible for protecting the Units from damage, modification, vandalism, interference, or destruction.

The Customer is required to have property and liability insurance on the Units; the SP Entity can obtain the insurance for the Units on behalf of the Customer, the cost for which is added to Customer’s monthly invoices, or the Customer may acquire insurance for the Units directly.

Section 6. Ownership & Reporting

When the SP Entity is the owner of Units, the Units are not deemed part of the Customer’s Location.

There may be grants, federal funding, rebates, etc. (“Incentives”) with respect to the Units. If so, the Customer is responsible for obtaining such Incentives.

The Customer will not directly or indirectly cause nor create any lien (“Lien”) to be placed on Units.

Section 7. Major Maintenance / Renewal

SP refers to Major Maintenance / Renewal as “MMR.” MMR means a replacement, major overhaul, substitution, or material upgrade of the Units from time to time. This is completed using a reserve fund (“Support Reserves”) for unplanned maintenance, breakdown, or emergency repair. Support Reserves are also a way to pre-fund a Unit’s replacement at the Customer’s option. The MMR values are identified separately in the Service Addendum.

Section 8. Minor Maintenance / Care

SP refers to Minor Maintenance / Care as “MMC.” MMC is the performance of warranty services, ongoing maintenance, repairs, and updates for the Units. MMC is determined in collaboration with the original equipment manufacturer (“OEM”) for expected annual maintenance necessary

to keep Units efficient and in a condition sufficient for the asset to operate reliably, safely and at performance targets (“State of Good Repair”). This may include inspections, scheduled replacement of ancillary components or preventative measures to keep Units operating at their best. MMC is paid for with Support Reserves.

Section 9. Reserves and Costs

A portion of the USA Payments will be applied to Support Reserves as agreed upon in the Service Addendum.

Section 10. The Term

The commencement or M-USA initial term (“Initial Term”) starts when the Customer executes the CofA. It automatically renews every 30 days, unless the Customer gives written nonrenewal notice 30 days’ prior to terminate the M-USA.

Section 11. Changes

If there are unused contingency reserves related to the Units installation (“Installation”) 90 days after the CofA is signed, the SP Entity will calculate and appropriately lower the Customer’s monthly Usage Rate.

Section 12. Limitations on Liability

The SP Entity is not liable for indirect, special, or other damages, and the SP Entity’s total liability does not exceed the total USA payments actually paid to the SP Entity.

Section 13. Default; Remedies

If either the Customer or SP fails to pay anything agreed upon within 30 days of its due date and also does not make the payment within 10 business days of written notice of non-payment, then the non-defaulting party, either Customer or SP, may terminate the M-USA.

If either Customer or SP fails to substantially perform any material obligations agreed upon in the M-USA and does not fix the performance within 10 business days of written notice, then the non-defaulting party, either Customer or SP, may terminate this M-USA.

Section 14. Obligations Following Termination

This section sets forth options for parties if the agreement terminated. Customers may either acquire ownership or a sole use license of the Units, or when the Service Addendum allows, uninstall and return the Units in good condition. If a positive balance is remaining in the Support Reserve after paying any unpaid obligations, the amount shall be distributed to the Customer.

Section 15. Dispute Resolution; Governing Law

The Customer and SP agree to arbitration if Customer is not a governmental entity. For governmental entities, the governing law and venue in the Location State of the project is defined as the (“Dispute Resolution State”), which is where the project is located.

Section 16. SP Entity Agent

SP is the authorized agent of the SP Entity to receive notices, invoices, collect payments and make SP Entity decisions, give instructions and take actions contemplated in the M-USA.

Sections 17-28. Standard Legal Clauses

The M-USA is a service contract, and no other representations or warranties are made by either Customer or SP. Customers are responsible for taxes, if any, and SP maintains its patents, trade secrets and intellectual property.

A force majeure event is an event or circumstance or series of such beyond the reasonable control of either the Customer or SP (e.g., acts of terrorism, war, riot, earthquake, hurricane, etc. causing loss of internet, electricity, etc.), which then may cause obligations under the M-USA to change.

Additionally, the M-USA may not be transferred to another party without written consent and no third-party beneficiaries are allowed.

Exhibit 2 – Service Addendum (“Service Addendum”)

The two to three page Service Addendum specifies the project details, including assets (“Units”), location(s) (“Location”), and monthly usage charge (“USA Payment”). There is no financial obligation or cost to Customers when signing the Service Addendum.

Exhibit 3 – Notice to Proceed (“NtP”)

The one-page NtP is signed after the M-USA and the Service Addendum have been executed and all of the approved vendor contracts and pricing have been finalized. The NtP will also confirm the number and type of the Units.

Fully executing the NtP creates a binding legal agreement for the particular project, and it is not until this point that the Customer is financially obligated to pay the USA Payment when the Units are installed.

Depending on the project, there may be multiple NtP’s signed. This often happens with very large projects involving increased volume Unit orders (e.g., water meters). If a NtP is not utilized for this purpose, a Change Order will document the increase in the scope and pricing.

Exhibit 4 – Certificate of Acceptance (“CofA”)

The one page CofA is signed by the Customer to accept delivery, installation, and performance of the Units provided under the Service Addendum and verifies that the Units have been fully and properly installed, tested, are fully operational and ready for use.

The CofA will list the Units being accepted for that point in time.

For some Customer projects, there may only be one CofA and other projects may have several CofA’s as the project proceeds and Units become available for use.

Master Utility Service Agreement

The parties to this Master Utility Service Agreement (“M-USA”) are the City of Byram, MS (“**Customer**”) and Sustainability Partners LLC, a Delaware public benefit limited liability company (“**SP**”). This M-USA sets forth the General Terms and Conditions attached as Exhibit 1 (the “**General Terms**”) that apply to sustainability solutions and related services to be provided by SP or an affiliate thereof (as applicable, the “**SP Entity**”) as described in each subsequently executed Service Addendum identified as an Exhibit 2 to this M-USA (each a “**Service Addendum**”), and subject to acceptance pursuant to one or more Certificates of Acceptance identified as an Exhibit 4 to this M-USA for installed solution components contemplated by the corresponding Service Addendum (each a “**Certificate of Acceptance**” or “**CofA**”).

This M-USA is entered into by and between the undersigned parties for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, as of _____, 2022.

City of Byram, MS

By: _____
Name: Honorable Richard White
Title: Mayor
Phone: (601) 372-7746
E-Mail:
Address: 5901 Terry Rd., Byram, MS 39272

Sustainability Partners LLC

By: _____
Name: Thomas Cain
Title: CEO
Phone: (480) 840-0400
E-Mail: tcain@s.partners
Date: _____, 2022

Exhibit 1

General Terms and Conditions

These General Terms and Conditions (“**General Terms**”) apply to and are incorporated into each Agreement (as defined in the Glossary) between the Parties. Capitalized terms not defined in these General Terms have the meanings given in the applicable Agreement and the Master Utility Service Agreement (“M-USA”) to which these General Terms are attached as Exhibit 1.

1. **The Sustainability Services.** Customer engages the SP Entity as an independent contractor to provide the following services (the “**Services**”) at the Location on the terms set forth in this Agreement for Unit(s):
 - 1.1. *SP Entity ownership.* If the SP Entity is funding the Unit(s), the SP Entity will acquire and cause the Unit(s) to be installed at the Location and retain all Unit(s) ownership. The SP Entity will pay the Direct Third-Party Costs in connection with the Installation of the Unit(s);
 - 1.2. *Customer ownership.* If the Unit(s) are Customer funded, the Customer has and retains all Unit(s) ownership and operation rights provided there is no Payment Default;
 - 1.3. *Maintenance.* Whether SP Entity ownership or Customer ownership, maintenance costs of Unit(s) shall be as provided for in Sections 7, 8, and 9 of this Agreement; and
 - 1.4. *Use.* Unless there is a Payment Default, the SP Entity allows Customer’s full use of the Unit(s) at the Location during the Initial Term and any and all subsequent Additional Terms (each being defined in the Service Addendum and collectively defined as the “Term”).
2. **USA Payments.**
 - 2.1. *In General.* Customer will pay the USA Payments to the SP Entity as calculated in this Agreement. Where revenue sharing is the source of USA Payments and the revenue is insufficient to fund the USA Payments, Customer will be responsible to pay for the shortfall amount.
 - 2.2. *Invoicing and Payment.* The SP Entity will electronically invoice Customer monthly, and invoiced amounts are due in full within 30 days by credit card, SP Entity’s standard ACH agreement, wire transfer or by such other method as Customer and the SP Entity shall hereafter agree. Where the Customer has unrated credit, is non-investment grade credit, or the invoice includes IaaI or Rights Fee related amounts, the USA Payment shall be made through the aforementioned ACH.
 - 2.3. *Late Fees.* If any amount due to the SP Entity is delinquent for more than 30 days, such amount will accrue interest at the lesser of 1.5% per month or the maximum rate permitted by law, and Customer will bear the reasonable costs and expenses (including attorneys’ fees and costs) incurred by the SP Entity in collecting such amounts.
 - 2.4. *Data Interruptions.* If data for calculation of a USA Payment is unavailable to the SP Entity, the SP Entity may estimate the payment associated with such Units based on historical Usage, usage of similar Units or other reasonable means; provided that (a) any such estimated amounts shall be clearly identified on the applicable invoice, and (b) if the relevant actual data becomes available within six months following the invoice date for the estimated payment, the SP Entity will reconcile on the next invoice the actual data with the estimated data and provide a true-up calculation to Customer.
 - 2.5. *Excess Usage.* Should the aggregate USA Payments exceed that required for SP Entity obligations, those funds will be credited to the Support Reserves.
 - 2.6. *Governmental Entity Provisions.* If Customer is a Governmental Entity, the following provisions shall apply:
 - a) *Legislative Appropriation.* The SP Entity acknowledges that Customer’s payment of amounts, other than revenue sharing, due under this Agreement may be subject to appropriation by Customer’s applicable legislative body of sufficient funds therefor and the availability of funds following legislative appropriation. In any budget submitted by Customer for approval and funding by Customer’s applicable legislative body that provides for payment of Customer essential utilities, which Customer hereby agrees SP Entity payment is derived from, Customer shall include sufficient funding for unpaid amounts to be paid by Customer under this Agreement, as well as sufficient funding for such amounts anticipated to be paid by Customer under this Agreement for the period covered by the appropriation.
 - b) Customer makes no representations, warranties, or covenants, express or implied, that the legislature will make such appropriations. So long as (i) the Customer continues to make good faith best efforts to pass such appropriation, keeping the SP Entity fully informed of such efforts, and (ii) the SP USA Payment is treated pari-passu in all respects with payments to Customer essential utilities, failure to pass such appropriation will not result in a Payment Default by Customer. Except as provided for by satisfying conditions (i) and (ii) above, delays or failures to pay amounts when otherwise due under this Agreement, including the failure of Customer’s applicable legislative body to appropriate necessary funds, this provision shall not restrict the SP Entity from terminating this Agreement for a resulting Payment Default by Customer.
 - c) *Invoicing and Payment.* If there is an applicable Prompt Payment Act based on the type and location of the Government Entity, then in lieu of application of Section 2.2 above, the SP Entity will electronically invoice Customer monthly, and invoiced amounts are due and shall be paid in full in accordance with the provisions of the Prompt Payment Act; payments shall be made by such method as Customer and the SP Entity hereafter agree.
 - d) *Late Fees.* If there is an applicable Prompt Payment Act based on the type and location of the Government Entity, then in lieu of application of Section 2.3 above, payments not timely made pursuant to the provisions of this Agreement shall entitle the SP Entity to the penalties and other remedies as set forth in the Prompt Payment Act.
3. **Unit Procurement, Installation and Acceptance.**
 - 3.1. *Selection of the Installed Units.* Upon execution of a Service Addendum, Customer and the SP Entity shall cooperate in defining the specific design and specifications of the Installation together with information in support of SP underwriting where there is an intent for the SP Entity to fund the Unit(s). Unit(s) for installation at the Location shall be selected by SP Entity and approved by Customer from an Approved MMC - MMR Provider listed in the applicable Service Addendum.
 - 3.2. *Selection of Installation Contractors.* Contractors for the Installation shall be selected by the SP Entity and approved by Customer from an Approved Contractor listed in the applicable Service Addendum.
 - 3.3. *Competitive Bidding.* If Customer is a Governmental Entity, then to the extent that Customer or the SP Entity determines that a competitive bidding process is required under applicable Laws, the selection of the Unit(s), vendor(s), or contractor(s) for the Installation shall be in accordance with provisions of such applicable Laws and conducted jointly by the SP Entity and Customer including requirements that the general contractor use commercially reasonable efforts to allow qualified local and/or minority contractors have an opportunity to competitively bid on the Service Addendum. The awards will be based on lowest cost of usage from qualified bidder(s) or best value bidders(s) over the Unit’s expected useful life, consistent with the requirements and analysis provided by the SP Entity. To the extent applicable, this Section 3.3 shall govern over the terms of Sections 3.1 and 3.2 above.
 - 3.4. *Vendor Contracts.* A written agreement with an Approved Contractor for Installation work (an “**Installation Agreement**”) or with an Approved MMR/MMC/resiliency Provider for the Unit(s) (collectively these agreements are referred to as the “**Vendor Contracts**”) shall be executed by either

the SP Entity or the Customer as determined by the related Service Addendum and subject to the other Party's written approval of such Vendor Contracts. Each Party shall be an express beneficiary to the Vendor Contracts' warranties, guaranties, and obligations. Each Party shall be independently entitled (without obligation) to enforcement of rights under the Vendor Contracts. All Vendor Contracts shall comply with any applicable Prevailing Wage Act to the extent required under applicable Laws. Neither SP nor an SP Entity will perform the work of a contractor, including, without limitation, building, construction, demolition, repair, maintenance, design, engineering, or related work.

- 3.5. *Underwriting.* Following selection of the Unit(s), Approved MMC Provider(s) and Approved Contractor(s) for the Service Addendum in accordance with the foregoing, the SP Entity shall make a good faith effort to contract for and underwrite the Vendor Contracts. Until the Notice to Proceed for a Service Addendum is fully executed, neither Party shall have any financial liability or performance obligation to the other with respect to the terms of this Agreement for the associated Service Addendum.
- 3.6. *Updating Agreement:* Should expectations of terms from project contractors, service providers, vendors or funding sources be changed, from those on which the Service Addendum relied, the SP Entity may provide Customer, in good faith, updated Notice(s) to Proceed(s), restated Service Addendum(s) or change order(s) appropriate to those terms. Further efforts towards the related Installation may be suspended until provided document(s) are fully executed.
- 3.7. *The Installation.* Following Customer's issuance of a Notice to Proceed in accordance with the foregoing, the Customer and the SP Entity shall collaborate (either directly or through Customer's staff, construction manager or project manager) on the management of on-site Installation activities and general administration of Installation Agreements (including matters relating to the performance, conformity or timeliness of goods and services to be provided for the Service Addendum by contractors and vendors). SP may proceed with procurement of the Unit(s) and may also designate or engage an on-site SP Entity representative (i.e., Owner's Representative), to assist and support in the management of the Service Addendum efforts and administration, the costs of which shall be included as Direct Third-Party Costs.
- 3.8. *Payment of the Direct Third-Party Costs.* Direct Third-Party Costs for Service Addendum work shall be paid in full by the Initial Funding Entity under this Agreement and shall be performed pursuant to the Vendor Contracts that comply with the terms of this Agreement. Subject to the terms of this Agreement, the Initial Funding Entity agrees to pay the DTC, except to the extent the DTC exceeds a specifically defined Installation Limit in the applicable Service Addendum. In the event there are Unit(s) Actual Costs such as pre-installation services that have been paid by the SP Entity and where both the Customer and the SP Entity reasonably expect the date of CofA to exceed the Unit(s) Completion Target date, the Customer will be charged a monthly fee of that months' Unit(s) Actual Costs times 1.5% until the Unit(s) CofA is executed or a new Completion Target date is mutually agreed to.
- 3.9. *Exceeding the Installation Limit.* Should Direct Third-Party Costs be expected to exceed the Installation Limit then Customer may select from either of the following options:
 - a) update the Agreement per Section 3.6 above;
 - b) Customer pays such additional costs (without any obligation of the SP Entity to pay or reimburse such costs); or
 - c) terminate the Agreement and reimburse the SP Entity for Service Addendum Actual Costs incurred or resulting from said termination date, including those incurred with Customer agreed upon restoration efforts of the Location to its prior original condition.
- 3.10. *Protection against Liens.* The SP Entity agrees, at Customer's direction, to withhold payment to any provider of materials or services in connection with providing or installing any equipment associated with a USA Service (as defined in Service Addendum - Exhibit 2) until such providers remove any liens filed against Customer's property in relation to the USA Service. Customer shall not be responsible for making payments under any USA Service or Addenda thereto while any lien is filed against its property in relation to the USA Service.
- 3.11. *Installation Payment Notices.* Each Installation Payment Notice will (a) identify the amount to be paid by the Initial Funding Entity, (b) the date by which payment must be made, (c) payment instructions for electronic payment to the contracted party, and (d) be delivered at least 10 business days prior to the date by which the payment must be made.
- 3.12. *Inspection of Installation Work.* At its discretion and with reasonable prior notice to and coordination with Customer, the SP Entity may inspect the Installation work upon completion or any time prior thereto. If a contractor has not performed the Installation work in accordance with the Installation Agreement and in accordance with applicable industry standards, then (a) Customer and SP Entity will cause the contractor to diligently cure such conditions, and (b) the SP Entity may suspend its obligations until the contractor has cured such conditions.
- 3.13. *Late Installation Payments.* If the Initial Funding Entity fails to pay any undisputed Installation Payment amount when due and Customer pays the contractor such Installation Payment, then amounts will accrue interest at the lesser of 1.5% per month or the maximum rate permitted by law, and the Initial Funding Entity will bear the reasonable costs and expenses (including attorneys' fees and costs) incurred by Customer in collecting such amounts.
- 3.14. *Certificate of Acceptance.*
 - a) *For Rights Fee or IaaS:* Customer will be deemed to have executed the applicable CofA and start remitting USA Payments upon Customer receiving the funds or control of the funds through either a bank deposit, escrow account or irrevocable trust account.
 - b) *For USA Service and all Other:* Whenever Unit(s) have been installed and the Customer begins use of those Unit(s), the Customer will be deemed to have executed that applicable CofA and start remitting the USA Payments applicable to the Unit(s). Otherwise, as Unit(s) are installed, the Customer shall be provided with applicable and periodic (no more frequent than monthly) CofA's for execution. If within 5 business days of delivery, the Customer has neither executed a CofA nor provided the contractor and the SP Entity in writing the specific defects that are within the statement of work for the Unit(s) being covered by the CofA, which need to be cured prior to executing the CofA, the CofA will be deemed executed by the Customer. Should the contractor not promptly accomplish any cures satisfactory to the Customer and the SP Entity, the SP Entity may in good faith initiate immediate binding arbitration from an independent arbitrator competent in the scope of work to clearly define any remaining work. Upon SP Entity identifying the arbitrator, both contractor and Customer will have three days to provide written reasonable objection to selection with specific reasons. The SP Entity may repeat this process with a new arbitrator until one is identified to which no Party objects. Upon the arbitrator declaring that all work covered by the statement of work has been completed to the usual and customary industry standards, the Customer agrees the CofA is deemed executed.
- 3.15. *Installation Delays.* Except to the extent solely caused by either the SP Entity or Approved MMC Providers, if the CofA has not been executed and delivered by Customer on or before the Completion Target specified in the Service Addendum, the Customer will promptly pay an amount equal to the carrying charge percentage of the Service Addendum Actual Cost (the "Carrying Charge") and an additional Carrying Charge after each 30-day period thereafter during which such condition continues on Service Addendum Actual Cost. The Installation by contractors, engineers, architects, and vendors are solely responsible for the performance, conformity or timeliness of goods and services to be provided for the Installation.

4. Unit Operation.

- 4.1. *Customer Operation.* To the extent permitted under applicable federal laws and laws of Venue Jurisdiction, Customer is solely responsible for the Unit(s), except for those obligations specifically defined for the SP Entity in Sections 7, 8, and 9, while in Customer's operation, use or possession and will indemnify, defend, and hold harmless the SP Entity from and against any and all third-party Claims relating to Customer's operation, use or possession of the Unit(s).
- 4.2. *Unit Location.* Customer will keep the Unit(s) at the Location, except to the extent the SP Entity approves otherwise. The Unit(s) shall be used solely in the conduct of Customer's business. To the extent permitted under applicable federal laws and laws of Venue Jurisdiction, Customer warrants that the Unit(s) will be used for commercial or business purposes and not for consumer, personal, home or family purposes.
- 4.3. *Malfunctions; Defects; Changes to Environment.* Customer will promptly notify the SP Entity if Customer discovers a material malfunction, defect or interruption in the operation or condition of the Unit(s) or material change to an integral environmental resource, such as water, energy, gas, or air that may degrade the Unit's performance, maintenance, or Useful Life. Customer may continue operating the Unit(s) that Customer knows is not in good and working condition only to the extent approved in writing by the SP Entity.
- 4.4. *Efficiency Programs/Features.* The SP Entity may incorporate demand response and similar programs and features into the operation of the Unit(s), but these may not materially impact Customer's operations without Customer's prior approval of such program or feature.

5. Customer Care at the Location.

- 5.1. *In General.* The Unit(s) is/are entrusted in Customer's care while at the Location. While any Unit is at the Location, Customer shall be responsible for competently protecting such Unit from damage, modification, vandalism, interference, or destruction (excluding any damage, modification or destruction caused by the SP Entity or defect in the Unit itself), ensuring interconnected systems are performing reliably, safely, and effectively with related services not adversely impacting Expected Use defined in the Service Addendum.
- 5.2. *Obstructions; Interference.* Customer will keep all areas in and around the Unit(s) free from any obstruction or interference that would impair the Unit(s) performance, installation, access, maintenance, or removal. Except as otherwise provided by this Agreement or otherwise authorized by the SP Entity in writing, Customer will not allow any service, alteration, modification, interference, or other infringement upon the Unit(s).
- 5.3. *Insurance.* Should the Customer not obtain and maintain (as primary insurance for the SP Entity and Customer as co-insureds as their interests may appear in this Agreement), reasonable insurance coverage, including, without limitation, liability insurance and insurance against loss or damage to the Unit(s), in such amounts, in such form and with such insurers as are reasonably satisfactory to the SP Entity and that will name the SP Entity, its successors and/or assigns, as loss payee and additional or co-insured with a certificate evidencing the same as to each policy, SP Entity shall obtain such insurance while the Unit(s) is/are at the Location, to the extent permitted under applicable federal laws and laws of Venue Jurisdiction, and add its pro-rated cost to the USA Payments due to the SP Entity. The applicable certificates of insurance will expressly provide that the Customer's policies may not be terminated or significantly modified without giving the SP Entity at least 30 days' prior written notice.
- 5.4. *Connectivity.* When required for the project and in conformance with all Location security protocols, Customer will provide, at no cost to the SP Entity, continuous Internet access to the Unit(s) at the Location during the Term to enable the SP Entity to monitor and collect data to facilitate reliability, maintenance, performance, usage, and replacements, as well as supporting initiatives, such as demand response, benchmarking, and forecasting. The SP Entity agrees to fully support Customer requirements to ensure the SP Entity and Approved MMC Providers have no access to Customer's internal data or systems.
- 5.5. *Access.* During the Term of this Agreement (as defined in Section 10) and for 120 days thereafter, to the extent permitted under applicable federal laws and laws of Venue Jurisdiction, together with conformance with all Location security protocols, the SP Entity and its agents, employees, affiliates, suppliers, contractors, subcontractors, lenders, and insurers may enter and access the Location to perform activities contemplated by this Agreement and, if necessary, to protect the SP Entity's interests in the Unit(s). Notwithstanding the foregoing, Customer may, upon at least three days' prior written notice to the SP Entity identifying the relevant details, reject specific personnel who have previously failed to comply with codes of conduct or other similar policies applicable to Customer's personnel at the Location.

6. Ownership & Reporting.

- 6.1. *SP Entity Ownership.* To the fullest extent allowed by law, the SP Entity owns and will continue to own all title and legal and beneficial ownership interests in the SP Entity funded Unit(s). All SP Entity funded Unit(s) and other assets of the SP Entity used in performing the Services will remain the sole property of the SP Entity, and will not attach to, be deemed a part of, or fixture to, the Location. All tax filings, reports and other documentation shall be filed in a timely and consistent manner. Customer is entrusted with possession of the SP Entity funded Unit(s), without the transfer to Customer of any ownership interest therein, only to use those Unit(s) at the Location during the Term. This Agreement will not be construed to transfer any ownership or control of SP Entity funded Unit(s) nature or method of use. In the event that the Customer or the SP Entity makes an assignment into bankruptcy or becomes subject to the provisions of a Venue Jurisdiction Bankruptcy Trigger, the other Party shall be treated as a licensee of the Unit(s) under and pursuant to 11 U.S.C Section 365 when in the United States or similar legislation elsewhere. In the event of a further Liquidation Act, the other Party shall have an option of the Disposition of any unowned Units on an "AS-IS", "WHERE-IS", "WITH ALL FAULTS", and "WITHOUT WARRANTY OF ANY KIND" basis for a Disposition Fee of \$1.00.
- 6.2. *Ownership Notice Filings.* The SP Entity may file or record any documents or instruments, including registering the SP Entity's interest with the applicable Filing Methods to give third parties notice that the SP Entity is the owner of the SP Entity funded Unit(s). Only where the Customer owns the Unit(s), has an outstanding laal amount or there is a reasonable expectation the Customer may be deemed the Unit(s) owner without this Agreement being terminated, to the extent allowed by law: (a) the Customer grants the SP Entity continuing security interests and liens sufficient to be reasonably collateralized for Customer SP Entity obligations with the right to have filed any documents to aid in perfecting, maintaining, and/or protecting these interests and their priority; and (b) customer must obtain SP Entity written permission prior to any collateral transfer, encumbrance or action that may reduce the collateral's value.
- 6.3. *Incentives.* Unless otherwise specified in the applicable Service Addendum, during the Term of this Agreement the Customer shall be responsible for obtaining and may receive all Incentives with respect to the Unit(s). Customer agrees to inform of SP Entity on a timely basis of all Incentive related communications that may affect obtaining such Incentives after the Term of this Agreement. SP Entity retains the economic benefits from activities independent of the Customer such as depreciation, financial restructuring, cash discounts, volume incentives, training credits, leverage, and investments.
- 6.4. *No Liens by Customer.* Customer will not directly or indirectly cause or create any Lien on or with respect to any asset where a Party has usage or revenue rights except as otherwise agreed in writing by the Parties, and, to the extent permitted under applicable federal laws and laws of Venue Jurisdiction, will indemnify the SP Entity against all costs and expenses (including attorneys' fees and costs) incurred by the SP Entity in discharging, releasing or terminating such encumbrances or in litigating to quiet title as to or relating to any Liens.

6.5. *Reporting.* Customer is solely responsible for the accurate and timely documenting, collecting, maintaining, and filing of all government reporting regarding Unit(s) related to safety, use, maintenance, warranty, emergency response, operators, permits, complaints, accidents, and performance with copies simultaneously sent to SP Entity.

6.6. Customer agrees that the SP Entity shall use Sustainability Partners Services, LLC as the Owner's Representative for the Unit(s) Useful Life.

7. Major Maintenance / Renewal.

7.1. *Unit Major Maintenance / Renewal ("MMR").* During the Term of this Agreement and prior to any Unit Disposition to Customer, should either Party have material concerns over any and/or all Units reliability, safety, performance, maintainability, or effectiveness, at SP Entity's discretion, the SP Entity will either perform MMR where Customer expresses no timely, reasonable and material objection, with agreement of Customer as to timing and procedure to minimize operational disruptions or, if the SP Entity elects not to perform MMR, Customer shall promptly terminate this Agreement.

7.2. *Updated Terms.* Upon and following a MMR,

- a) references in this Agreement (including the definitions of "USA Service", "Unit" and "Accepted Unit" for purposes thereof) will thereafter be deemed to refer to and mean the items included as a result of such MMR and to exclude the items removed as a result of such MMR,
- b) the applicable Install Date for such Renewed Unit(s) shall be the date of the MMR,
- c) the Useful Life for Renewed Unit(s) shall be updated based on the date of MMR and the Renewed Unit(s) characteristics, and the material and labor portion of Unit(s) Actual Cost shall equal new cost plus where MMR occurs prior to old Useful Life then add ((old Useful Life - amount of Useful Life used at MMR) / old Useful Life) * old Unit(s) Actual Cost. Should annual USA Payments be less than required to cover SP Entity obligations, SP Entity may apply the Support Reserves to reduce the difference.

7.3. *Customer MMR.* If (a) there is a deficiency in a Unit that is reasonably resolved by replacement of such Unit, (b) the applicable Service Addendum provides that "Customer Unit Replacement" applies to the replacement of the relevant Unit, (c) the SP Entity has provided Customer with sufficient standby Units, and (d) the SP Entity has not directed otherwise, then Customer will:

- a) perform a replacement of the applicable Unit,
- b) promptly notify the SP Entity, and
- c) store the removed items for further instructions from the SP Entity regarding their inspection, collection and/or disposition.
- d) Unless the Unit deficiency results from an event or condition for which Customer is responsible under this Agreement, Customer shall be issued a replacement credit based on proration of Unit actual purchase cost paid by the SP Entity against the remaining useful life at time of deficiency. Customer's replacement of the Unit and issuance of the replacement credit will constitute Customer's sole and exclusive remedies with respect to the Unit(s) deficiency that can be resolved through a Unit replacement by Customer when the conditions described in clauses (a) – (d) above apply.

8. Minor Maintenance / Care.

8.1. *Minor Maintenance / Care ("MMC").* Customer shall be solely responsible to Operate the Unit(s). Notwithstanding the foregoing, the SP Entity shall have the right, but not an obligation, to cause the MMC to be performed, in collaboration with the Customer, to the extent SP Entity deems necessary or appropriate in its sole discretion to keep the Unit(s) in a State of Good Repair, the cost of which shall be included as Support Costs and reduce the Support Reserves accordingly.

8.2. *Approved MMC Provider.* Except as otherwise provided in this Agreement, Customer will restrict performance of the MMC to one of the Approved MMC-MMR Providers listed in the applicable Service Addendum. Customer may request a new Approved MMC-MMR Provider be added to the Approved MMC-MMR Provider list. If the SP Entity fails to respond to such a request within 10 business days, then such suggested Approved MMC Provider shall be deemed to have been added to the Service Addendum list of Approved MMC-MMR Providers. Customer and SP Entity agree that it is solely the selected vendors' and installers' responsibility for Unit performance.

8.3. *Unit Critical Repair.* Should a Unit that is an essential service, be inoperable and no Approved MMC-MMR Provider is available to affect a repair, Customer shall use their best judgment in causing the Unit to be immediately repaired with such repair being paid for through the Support Reserve.

8.4. *MMC Agreements.* MMC will be performed pursuant to a written agreement between either SP Entity or Customer as determined by the related Service Addendum, and an Approved MMC Provider that has been approved by both Customer and SP Entity (a "MMC Agreement"), such approval not to be unreasonably withheld or delayed. If a Party fails to respond within 10 business days of receipt of a proposed MMC Agreement, that Party's approval will not be required for such MMC Agreement. The non-contracting Party shall be an express third-party beneficiary of the MMC Agreement and the Approved MMC Provider's warranties, guaranties, and obligations with respect to the Unit maintenance, and shall be independently entitled (without obligation) to enforcement thereof.

8.5. *Approved MMC Provider Replacement.* If Customer or the SP Entity determines that an Approved MMC-MMR Provider cannot reasonably be relied upon to perform Unit care consistent with adequate quality, reliability, or efficiency, or following a Material MMC Cost Increase, then

- a) MMC will be performed by a different Approved MMC-MMR Provider identified on the Service Addendum, and
- b) Customer and the SP Entity will jointly endeavor to identify a replacement Approved MMC Provider capable of performing Unit care with the appropriate quality, reliability, and efficiency at the lowest applicable cost. The Parties will update the Service Addendum to reflect any such Approved MMC-MMR Provider replacement.

8.6. *Material MMC Cost Increases.* If Customer becomes aware of a Material MMC Cost Increase, Customer will promptly notify the SP Entity in writing, as promptly as reasonably possible, before contracting with the Approved MMC Provider for further Unit MMC.

8.7. *Inspection of Unit MMC.* At its discretion, with reasonable prior notice to and coordination with Customer, the SP Entity may inspect the Unit MMC work performed or being performed. If the Approved MMC Provider has not performed the Unit MMC work in accordance with the MMC Agreement and in accordance with applicable industry standards, then

- a) Customer will cause the Approved MMC Provider to diligently cure such conditions, and
- b) the SP Entity may suspend its obligations until the Approved MMC Provider has cured such conditions. Items removed by the Approved MMC Provider in connection with Unit care will be held by Customer for further instructions from the SP Entity regarding their inspection, collection and/or disposition.

9. Reserves and Costs.

9.1. *Resiliency Trigger.* When defined in the Service Addendum, is the trigger where the Customer approves SP to make a good faith effort to provide temporary substitutes reasonably equivalent to the existing Units(s) whose usage became unavailable and to add any direct third-party costs the SP Entity incurs to the associated months USA Payment. If a non-Approved Resiliency Vendor is used, all costs that are over usual and customary, the Customer may decline payment unless SP has obtained Customer written approval for such costs.

- 9.2. *Support Costs.* “**Support Costs**” means any Unit MMC and MMR to be paid by the SP Entity that are DTCs (and any applicable Customer Unit Replacement amounts, including replacement credit to the extent provided in the applicable Agreement). All other internal or other costs incurred by Customer are excluded from any payment obligation of this Agreement. Customer is responsible for the operation, service, and safe keeping of the Unit(s). Accordingly, Support Costs exclude, and Customer (and not the SP Entity) shall be responsible for, the costs of any Unit MMC or MMR costs necessary due to or resulting from improper operation, improper environmental controls, improper service, vandalism, Force Majeure Event, abuse, negligence, or willful misconduct by Customer or any third party, or a breach of this Agreement by Customer and said costs shall be paid forthwith and prior to any Remaining Useful Life determination. For any Unit MMC and MMR (including associated costs of diagnosis and correction) for which the SP Entity pays but is not responsible for paying as Support Costs, Customer will pay the SP Entity’s associated out-of-pocket costs and expenses. Additionally, Customer and the SP Entity are responsible for appropriate planning and coordination of MMC and MMR services.
- 9.3. *Creation of Support Reserves.* To support the reliability, durability and safety priorities established by the Parties, a portion of the USA Payments shall be applied to fund the Support Reserves, which shall be determined after the Service Addendum is executed and set forth in subsequent Agreement documents. The SP Entity may invest reserves created by this Agreement into instruments reasonably equivalent to those with AA+ rating, the net proceeds of which will be retained by the associated reserve.
- 9.4. *Payment of Support Costs.* The SP Entity shall pay Support Costs associated with the Unit(s) from the associated Support Reserve. If the Support Reserve is insufficient to fund certain Support Costs, the SP Entity may offer to pay and bear such excess Support Costs, subject to Customer’s approval of new Usage Rates needed to support such additional costs. If Customer does not approve, the SP Entity may require Customer to pay an amount sufficient to maintain a reasonable positive Support Reserve balance or Customer may terminate this Agreement. The SP Entity’s payment of Support Costs shall be conditioned upon:
- such Support Cost payment being due to an approved provider,
 - performance by Customer and approved provider in accordance with the terms of a written agreement for the Support Costs,
 - the absence of any pending dispute between the parties to the written agreement for the Support Costs,
 - the SP Entity’s receipt of the applicable invoice from the approved provider, together with any additional supporting documentation required, and
 - certification that the foregoing conditions are satisfactory to Customer, provided to the SP Entity in the applicable written payment notice (a “**Support Cost Notice**”).
- 9.5. *Support Cost Notices.* Each Support Cost Notice will, except to the extent waived by the SP Entity from time to time,
- identify the Units subject to the Support Cost,
 - include a Customer’s certification that Customer has reviewed and approved the Unit work as being properly performed, and
 - if the SP Entity is not being directly billed by Approved Contractor,
 - identify the amount to be paid by the SP Entity,
 - identify the date on which payment must be paid,
 - provide payment instructions for electronic payment, and
 - be delivered at least 10 business days prior to the date on which the payment must be paid.

10. The Term.

- 10.1. *Commencement of Initial Term.* The Initial Term commences when Customer executes and delivers the applicable Certificate of Acceptance or the Unit(s) have otherwise been deemed accepted in accordance with Section 3.14. The Initial Term and any Additional Terms are set forth in the Service Addendum. If Customer is the Initial Funding Entity, the Initial Term shall be for the period equal to the Unit’s remaining Useful Life.
- 10.2. *Renewal/Nonrenewal for Successive Terms.* The Initial Term will automatically extend for successive Additional Terms, unless either Party has given the other Party a written nonrenewal notice at least 30 days prior to the applicable Additional Term. Customer notice of nonrenewal serves as notice for a Customer’s termination for convenience of this Agreement.

11. Changes.

- 11.1. *Unused Contingencies.* In the event there are unused Installation contingencies reserves 90 days after a signed CofA, the SP Entity will lower the Customer’s Unit(s) Usage Rates by the percentage those funds are calculated to the Unit(s) Actual Cost.
- 11.2. *Inflation Adjustments.* The percentage Eligible for the Index portion of Usage Rates (in which the subject adjustment occurs for only MMC, MMR, or SP Entity administration costs unless specifically stated otherwise) shall change in an amount equal to the percentage in the Price Index from January of the calendar year in which the prior adjustment occurred (or if none, the year of the initial Install Date) through January of the calendar year in which the subject adjustment occurs for the USA Payment.
- 11.3. Prior to any change in Usage Rate(s) due to this Section, 11.3, (a) the effective date for any such change will not be earlier than 30 days following the written notice thereof and (b) Customer will have the right to terminate this Agreement upon written notice before the adjustment takes effect.
- Compliance Costs.* In the event of any change in applicable Laws regarding the Unit(s), the Location or this Agreement, Customer will either (a) promptly pay the full amount of the SP Entity’s costs of complying with such change, or (b) agree to an adjustment to the Usage Rates(s) determined by the SP Entity for which the proportional increase may not exceed the percentage represented by such compliance costs relative to the sum of the Unit’s Actual Cost.
 - Customer Viability.* During a period where Customer’s credit rating or letter opinion becomes speculative by a national credit rating service, the SP Entity may reasonably adjust the Unit’s Usage Rates and/or Lowest Expected Use.
 - Usage Rate Reduction Payment.* At Customer’s sole option, starting year 4 from the Install Date, the Customer may propose to make an additional payment once a year, (a “**Usage Rate Reduction Payment**”) of no less than 10% and no more than 33% of Unit’s Actual Cost. Following receipt of such a proposal for a Usage Rate Reduction Payment, the SP Entity shall provide Customer with updated Usage Rates (contingent on receipt of the Usage Rate Reduction Payment) determined by the SP Entity targeting the Return Limit.
 - Use Adjustments.* Upon annual Customer written request or an annualized Unit’s Use over any 3 months of a 12-month period has been or is expected to be less than 87% of the Expected Use of Full Capacity over the remaining Useful Life, the SP Entity may adjust the Unit’s Usage Rate, Availability and/or Lowest Expected Use to reflect changed expectations. Where Unit(s) are part of a Rights Fee and the reduction in Unit’s Use or net revenue share is material, SP Entity may elect to terminate the Agreement with the Customer subject to Section 14.2.

- e) *Use Changes.* After NtP, should there be a material change to the use of a Location that was not noticed by the Customer to the SP Entity prior to NtP, such as early termination of a major lease or significant change to the Location's specific purpose, the SP Entity may reasonably amend the Agreement to reflect the change.

12. Limitations on Liability.

- 12.1. TO THE EXTENT PERMITTED UNDER APPLICABLE FEDERAL LAWS AND LAWS OF VENUE JURISDICTION, NEITHER THE SP ENTITY NOR ITS RELATED PARTIES SHALL BE HELD LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION OR HARM TO REPUTATION) ARISING OUT OF THEIR PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT.
- 12.2. TO THE EXTENT PERMITTED UNDER APPLICABLE FEDERAL LAWS AND LAWS OF VENUE JURISDICTION, THE SP ENTITY'S AGGREGATE LIABILITY UNDER THIS AGREEMENT ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT SHALL NOT EXCEED THE TOTAL USA PAYMENTS ACTUALLY PAID TO THE SP ENTITY UNDER THIS AGREEMENT DURING THE 12 MONTHS PRIOR TO THE DATE ON WHICH SUCH LIABILITY WAS CREATED. The Usage Rates set forth in this Agreement reflect, and are dependent upon, the foregoing limitations of liability.
- 12.3. *Warranties.*
- a) To the extent permitted under applicable federal laws and laws of Venue Jurisdiction, the SP Entity disclaims and makes no representation or warranty, either express or implied, as to the fitness for a particular use or otherwise, quality, design, condition, capacity, suitability, accounting, merchantability or performance of the Unit or the services. Each Unit is provided "as is." Customer accordingly agrees not to assert any claim or offset whatsoever against the SP Entity based thereon.
- b) To the extent permitted under applicable federal laws and laws of Venue Jurisdiction, once Units have been commissioned at the Customer's Location, Customer will be solely responsible for compliance of the Units under applicable Laws, Customer standards and policies, or any other applicable requirements and hereby assumes and will bear the entire risk of loss and damage to the Unit(s) from any cause whatsoever, regardless of whether the loss is insured. In the event of loss or damage to the Unit(s), Customer, at the option of the SP Entity, will (a) repair or replace the same to restore the Unit(s) to good condition and working order; or (b) replace the same, with like property of the same or greater quality and functionality.
- 12.4. Notwithstanding any provision to the contrary, the terms of this Section 12 shall survive any termination of this Agreement, regardless of cause or purpose.

13. Default; Remedies.

- 13.1. *Payment Default.* If a Party fails to pay any undisputed material amount due and payable under this Agreement within 30 days of its due date (a "**Payment Default**") and fails to cure such Payment Default within 10 business days of written notice thereof, then the other Party may terminate this Agreement immediately upon written notice to the Party in Payment Default.
- 13.2. *Performance Default.* If a Party fails to substantially perform any other material obligation under this Agreement (a "**Performance Default**") and fails to cure such Performance Default within 10 business days of written notice thereof, the non-defaulting Party may immediately terminate this Agreement.
- 13.3. *Exclusive Remedies.* The remedies expressly provided in this Agreement are the sole and exclusive remedies of the Parties in connection with breaches of this Agreement, provided that the Parties will at all times maintain the right to not extend this Agreement at the end of the Initial Term or Additional Term, as applicable, and further provided that the foregoing remedies are in addition to any late fees and accrual of interest expressly provided elsewhere in this Agreement.

14. Obligations Following Termination.

- 14.1. *Disposition upon Termination.* Except to the extent otherwise required in this Section 14, upon a termination of this Agreement for any reason, Customer will immediately (a) if this Agreement expressly provides that Customer has a "Right of Return" ("**RoR**"), (where the Certificate of Acceptance has been fully executed and all USA Payments have been received by the SP Entity), to uninstall and deliver all Unit(s) and all property of the SP Entity in Customer's possession or control, to locations identified by the SP Entity but no further than the Unit(s) manufacturers closest reconditioning center, at Customer's sole expense, in undiminished performance or aesthetics from initial installation, using manufacture compliant packaging and documentation sufficient for individual resale, within 10 business days, or (b) have Disposition of Unit(s) according to selection in Addendum(s) to Customer within 45 business days as provided in Section 14.2, 14.3, or 14.4 below, as applicable and execute a General Release.
- 14.2. *Termination.* Customer shall pay the aggregate of any Deferred USA Payments plus:
- a) *IaaS Addendums:* Dispositions of the SP Entity owned Unit(s) to the Customer shall be on an "AS-IS", "WHERE-IS", "WITH ALL FAULTS", and "WITHOUT WARRANTY OF ANY KIND" basis from the SP Entity. Customer will receive rights to Unit warranties and Unit Maintenance agreements. Unless the Service Addendum provides a fixed Disposition Fee schedule, Customer shall pay a "Disposition Fee" for the Disposition of the Unit(s) equal to \$1 plus:
- the Unit's Actual Costs not covered by the Support Reserve multiplied by the fraction represented by the Unit's (i) Remaining Useful Life divided by (ii) Remaining Useful Life plus its Qualified Usage for all Unit(s) that have a Useful Life;
 - in lieu of Section 14.2(a)(i), either Party may elect use of the Unit's Actual Cost – Total Depreciation.
- b) *Rights Fees and IaaS Addendums:* Customer shall pay the aggregate of any Unredeemed Disbursements.
- 14.3. *Unit Disposition upon Customer Default.* In connection with a termination by the SP Entity for an uncured Payment Default or Performance Default by Customer (and in lieu of any uninstallation and delivery of the Unit(s) otherwise contemplated by this Agreement), Disposition to Customer will occur for all Service Addendums covered by this Agreement as provided in Section 14.2 above with reaching the Return Limit being considered an SP Entity cost for purposes of calculating the Unit(s) Actual Cost.
- 14.4. *Unit Disposition upon Other SP Entity Termination.* Subject to and without limiting any other provision providing for the Disposition of the Unit(s) on different terms, upon a termination of this Agreement by the SP Entity without cause, Customer will receive Disposition of any affected Unit(s) funded by the SP Entity (in lieu of any uninstallation, removal or collection of the Unit(s) otherwise contemplated by this Agreement) on an "AS-IS", "WHERE-IS", "WITH ALL FAULTS", and "WITHOUT WARRANTY OF ANY KIND" basis for a Disposition Fee of \$1.00, if so elected in writing by the SP Entity in its sole discretion.
- 14.5. *Other Continuing Obligations.* For clarity, no termination of this Agreement will relieve Customer's obligation to pay all USA Payments through the date of termination, incur and pay additional USA Payments if Usage continues, any other charge(s) that Customer has incurred under the Agreement, applicable Customer's indemnification obligations under this Agreement, or the SP Entity's obligation to pay amounts due to Customer prior to termination.

- 14.6. *Termination of Further Payment Obligations.* Upon a termination of this Agreement, the SP Entity will not be liable for payment of any installation, material, freight, restocking fees, cancellation charges, warranty, permits and maintenance cost or other costs not actually performed prior to such termination.
- 14.7. *Reserve Surplus.* To the extent the Support Reserve has a positive balance upon a termination of this Agreement, such amount shall first be applied to satisfy any unpaid obligations of Customer to the SP Entity and thereafter any remaining amount shall be distributed by the SP Entity to Customer.
- 14.8. *Offsets.* The Customer agrees the Disposition Fee may only be changed as a direct result of applying of a SP Entity confirmed Customer overpayment of a USA Payment and otherwise is not subject to any withholding, set-off, abatement, reduction or other defense at law or equity.
15. **Dispute Resolution; Governing Law.**
- 15.1. *Governing Law; Jurisdiction.* The laws of the Dispute Resolution Jurisdiction will govern the terms of this Agreement without giving effect to conflict of laws principles. Subject to Section 15.2 below, each Party consents to the exclusive jurisdiction of the federal courts in the Dispute Resolution Jurisdiction (unless the Customer is a Governmental Entity, where the courts in the Venue Jurisdiction will have jurisdiction) and agrees that the exclusive venue of such courts is convenient, proper and is an integral part of this Agreement. Each Party will bear its own costs for any disputes arising under this Agreement, provided that a prevailing Party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such Party may be entitled.
- 15.2. *Arbitration.* For Customers that are not Governmental Entities any claim or dispute directly or indirectly arising from or relating to this Agreement or any related actions or omissions that are not claims of equitable relief or claims of provisional remedy shall be subject to arbitration in the Dispute Resolution Jurisdiction. The arbitration shall be administered by a JAMS Neutral and in accordance with JAMS comprehensive rules and procedures. Judgment on any award rendered in such arbitration shall be binding upon the Parties and may be entered in any court having jurisdiction. If the Parties agree, a mediator may be consulted prior to arbitration. THE PARTIES KNOWINGLY AND VOLUNTARILY WAIVE ANY AND ALL RIGHTS TO LITIGATE MATTERS IN COURT, INCLUDING ANY RIGHTS TO TRIAL BY JURY. This paragraph does not apply if Customer is a Governmental Entity, or to a claim for a provisional remedy or equitable relief.
- 15.3. *Unit Stewardship.* While there is an outstanding Disposition Fee or USA Payment that are due to the SP Entity, regardless of any outstanding dispute, the Customer agrees to prevent all usage of the involved Unit(s), protect them from harm, perform timely MMC and provide reasonable access by which the SP Entity can periodically confirm and take all necessary actions to cure Customer non-performance of such in SP Entity's sole discretion. All impact due to unavailability of Units(s) for their usage shall be solely the Customer's responsibility.
16. **SP Entity Agent.** The Parties acknowledge and agree that, unless otherwise directed in writing by the SP Entity, the SP Entity has authorized SP to give and receive notices, invoice, and collect payments, make SP Entity decisions contemplated by this Agreement, give instructions contemplated by this Agreement, and take SP Entity actions contemplated by this Agreement.
17. **Nature of Agreement.** The Parties do not intend this Agreement to convey control of the right to use the Units in an exchange or exchange-like transaction. The SP Entity determines the Unit's nature and manner of use.
18. **Representations.** Each Party warrants that this MUSA is valid, binding, and enforceable against it in accordance with its express terms. Customer warrants that this MUSA has been duly authorized for execution and performance in accordance with applicable Laws and with any articles, charter or other organizational documents or authorities applicable to Customer. Following the full execution of the applicable Notice to Proceed, each Party further warrants that the applicable Service Addendum and Notice to Proceed are valid, binding, and enforceable against it in accordance with its express terms, and Customer warrants that the same have been duly authorized for execution and performance in accordance with applicable Laws and with any articles, charter or other organizational documents or authorities applicable to Customer. The same warranties shall apply to any change order or Certificate of Acceptance signed by the Customer thereafter. Each Party further warrants that no re-characterization or other change in meaning or effect from what is stated in the Agreement is permitted.
19. **Taxes and Fees.** Customer shall be solely responsible and liable for (either by direct payment or by reimbursement of amounts paid by the SP Entity) all Taxes and Fees.
20. **Intellectual Property.** As between the Parties, each Party shall solely retain all their copyrights, trade secrets, patents and other intellectual property rights owned, held, licensed, or developed. Nothing in the USA Service or any Services shall be deemed a "work for hire".
21. **Force Majeure.** Except as expressly otherwise provided, neither Party shall be liable to the other to the extent it is unable to perform its obligations under the Agreement due to a Force Majeure Event.
22. **Entire Agreement; Amendment.** This Agreement, including these General Terms and any other incorporated exhibits and riders, completely and exclusively constitutes the entire understanding of the Parties regarding its subject matter and supersedes all prior proposals, agreements, or other communications between the Parties, oral or written, regarding its subject matter. Except as otherwise specified in this Agreement, this Agreement may be modified only by a document signed by both Parties, and no obligation or duties shall be implied, because such implication would be contrary to the Parties' intention to have their entire agreement expressed in writing.
23. **Agreement Transfer.** This Agreement may not be transferred, in whole or in part, by any Party without the other Party's written consent. In the event of a permitted transfer of this Agreement, references to the assigning Party shall be deemed to refer to the permitted transferee, except to the extent the applicable language or context require otherwise.
24. **Non-Profit Customer.** If Customer is a non-profit entity, Customer will either terminate the related Agreements or obtain SP Entity's prior approval to a Location change of ownership or a Customer change of control.
25. **Severability; Interpretation.** If any provision of this Agreement is found unenforceable or invalid, such unenforceability or invalidity will not render the Agreement unenforceable or invalid as a whole; provided that each provision that is so found to be unenforceable or invalid because of the amount or size of the burden or benefit shall be automatically reduced to the extent and by such amount such that the burden or benefit becomes enforceable and valid, and, in particular, the amount or size of any such burden or benefit provision found to be so invalid or unenforceable shall be read, notwithstanding any other provision of this Agreement, as if such provision read "to the maximum extent permitted by applicable law". The section headings in this Agreement are only for convenience of reference and are not to be considered in the interpretation of this Agreement's provisions.
26. **No Third-Party Beneficiaries.** Except as otherwise expressly provided herein, this Agreement and all associated rights are intended for the sole benefit of the Parties and will not imply or create any rights on the part of, or obligations to, any third-party.
27. **Marketing.** Until Termination of all Agreements, SP may use Customer's logo and name in connection with SP's advertising and marketing.
28. **Notices.** All notices shall be sent in writing to each Party's address and email address listed in this Agreement, or as subsequently updated by written notice.

Glossary. Capitalized terms not otherwise defined in this Agreement have the following corresponding meanings:

- “Administration Fee”** means the SP monthly fee as specified in the Service Addendum(s) to be added upon 1st CoA to the USA Payments as an account administration fee.
- “Agreement”** means this written agreement between Customer and the SP Entity comprised of each combination of these General Terms, the applicable (Service Addendum(s), Notice to Proceed(s), change orders(s) and Certificate of Acceptance(s)) each of which controls, supersedes and restates the prior as herein set forth.
- “Assignment”** means the transfer and acquisition of ownership.
- “Availability”** A charge dependent on the Unit being available for Customer use, excluding scheduled maintenance, where the Unit materially meets the vendor performance criteria. Availability equals cost of Units’ associated Taxes and Fees, reporting, monitoring plus Availability Rate * # of Availability Units.
- “Availability Rate”** A charge per Availability Unit, as determined in the Service Addendum.
- “Availability Unit”** specifies, as determined in the Service Addendum, what measurement the Availability Rate is pricing for the Unit (i.e., hour / day / month).
- “Approved Contractor”** means a qualified and licensed contractor identified as an “Approved Contractor” on the Service Addendum. Customer may add an Approved Contractor with the written consent of the SP Entity.
- “Approved MMC Provider(s)”** means a qualified and licensed contractor identified as an “Approved MMC Provider” on the Service Addendum. Customer may add an Approved MMC Provider with the written consent of the SP Entity.
- “Bankruptcy Trigger”** means in a bankruptcy proceeding under U.S. Bankruptcy Code when in the United States and when in Canada under the federal *Winding-Up and Restructuring Act*, R.S.C. 1985, c. W-11, the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 (the “BIA”), the *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. C-36 (the “CCAA”), or any similar legislations.
- “Capacity Base”** means the greater of zero or the result of the Lowest Expected Use of Full Capacity times the month’s proration of the Unit’s yearly Full Capacity and then subtracting the current month’s Unit Use.
- “Claim”** means any claim, loss, liability (including negligence, tort, and strict liability), damages, penalty, equitable relief, judgment, suit and any legal proceeding, and all costs and expenses incurred or suffered in connection therewith (including reasonable attorneys’ fees and expert fees).
- “Connect Fee”** means the amount charged to Customer upon Trigger, as defined in the Service Addendum, for Unit(s) use.
- “Deferred Catchup”** means the amount of outstanding Deferred USA Payment amounts divided by remaining months of Useful Life as determined by SP Entity unless otherwise specified in the Service Addendum.
- “Deferred USA Payment”** means the amount of USA Payments the Customer is charged but payment is being deferred based on variables defined in the Payment Deferral Terms section of the Addendum.
- “Design Multiplier”** means the increase specified in the Service Addendum of Estimated Useful Life due to design, engineering, monitoring, upgrading, updating, environmental, care or usage.
- “Direct Third-Party Costs”** or **“DTC”** means the direct third-party out-of-pocket costs pursuant to Vendor Contracts complying with the terms of this Agreement but excludes Customer’s internal costs.
- “Disposition”** means the selection in the Service Addendum of either a Sole Use License or an Assignment upon termination.
- “Dispute Resolution Jurisdiction”** means Arizona unless Customer is a Governmental Entity, in which case will mean the state, province or territory where the Location is situated.
- “Estimated Useful Life”** means the estimated useful life of the Units as set forth under the heading “Estimated Useful Life” in the NtP.
- “Filing Methods”** means the ownership statements or fixture filings as per the Uniform Commercial Code when in the United States and the Personal Property Act legislation when in Canada.
- “Force Majeure Event”** means any event, circumstance, series of events or set of circumstances beyond the reasonable control of, and caused without the fault or negligence of, the Party claiming, “Force Majeure Event,” such as acts of terrorism, war, riot, strike, explosion, fire, lightning, earthquake, floods, hurricanes, tropical storms, cyber-attack, natural disaster or the unavailability of electricity, gas or other utility services or suppliers on commercially reasonable terms.
- “General Release”** means that to the extent permitted under applicable federal laws and laws of Venue Jurisdiction, a general release of all claims and liabilities against the SP Entity that is in form and substance satisfactory to the SP Entity (including a waiver of California Civil Code Section 1542 and any similar other law of any jurisdiction, if applicable), which could otherwise, if not waived, limit or adversely affect the effectiveness of a release of unknown or misunderstood claims or causes of action, whether known or unknown, whether absolute, contingent, inchoate or otherwise characterized, and whether liquidated or unliquidated.
- “Governmental Entity”** means any federal, state, county, province, territory, municipality, or local governmental department or agency thereof.
- “Iaai”** means infrastructure as an investment by the SP Entity where the Customer uses the investment proceeds to acquire and own Unit(s) and the investment returns for the SP Entity are generated through the Service Addendum.
- “IaaU”** means infrastructure as a utility where the Unit(s) identified in the Service Addendum have their MMR and MMC managed by the SP Entity.
- “Incentive”** means any government sourced and funded: incentive, promotion, credit, or subsidy which the Customer qualifies.
- “Initial Funding Entity”** means source of funds for Service Addendum Actual Cost incurred prior to Certificate of Completion.
- “Installation”** means the installation of the Units at the Location(s) pursuant to the Installation Agreement complying with the terms of this Agreement.
- “Law”** means any applicable federal, state, provincial, territorial, local or other law, rule, regulation, ordinance, zoning requirement or other legal requirement.
- “Lien”** means any mortgage, pledge, lien, charge, security interest, encumbrance, or other claim of any nature.
- “Liquidation Act”** means in the United States Chapter 7 of the U.S. Bankruptcy Code and when in Canada the BIA.
- “Lowest Expected Use”** defaults to Expected Use when value is zero, N/A or undefined on the Service Addendum.
- “Material MMC Cost Increase”** means any increase in an Approved MMC Provider’s pricing or rates for performance of the relevant Unit care by more than 5% over the lesser of any 12-month period or the time since the last Material MMC Cost Increase.
- “Minor Maintenance / Care”** and **“MMC”** means the performance of warranty services, maintenance, repairs, updates, and replacements with respect to the Unit(s) for purpose of (i) cleaning, maintaining aesthetics, or routine warranty service or care, (ii) restoring Unit(s) to a State of Good Repair, (iii) performing service recommended or necessary to maintain a Unit in good working order, or (iv) other similar purposes.
- “Major Maintenance / Renewal”** and **“MMR”** means a replacement, major overhaul, substitution, or material upgrade of the Unit(s) from time to time, subject to the terms of this Agreement, that is not performed for the purposes of MMC.
- “Notice to Proceed”** or **“NtP”** means a written and signed notice from Customer and the SP Entity stating that SP Entity funded Unit(s) may occur and that the Installation may begin, subject to the terms of this Agreement and Service Addendum. Terms of the NtP takes precedence.

- “Operate”** means to use and have stewardship over the Unit(s) and any interdependent systems (a) in accordance with the applicable owner’s manual, manufacturer guidelines or other similar document(s) provided in connection with the systems, (b) in compliance with all Laws relating to possession, operation or use of the Unit(s), and (c) in such a manner so as to ensure Unit(s) (i) remain eligible without exception for the applicable warranties, warranty agreements and insurance coverages, and (ii) stay reliable, safe, and effective.
- “Owner’s Representative”** provides periodic reporting on Unit(s) state of good repair and needs for MMC and MMR, facilitates the exchange of documentation between Customer and Approved Vendors, identifies Customer requested milestones, disperses Customer authorized payments, and develops strong and trusted relationships between all stakeholders.
- “Party”** means Customer, SP, or the SP Entity, as applicable, and **“Parties”** means Customer, SP, and the SP Entity together.
- “Prompt Payment Act”** means laws that require the timely payment by Government Entities of valid and proper invoices.
- “Qualified Usage”** means any period by which SP Entity’s capital accounts used to fund the Unit decreases due to Unit USA Payments.
- “Related Parties”** means any officer, director, employee, partner, member, manager, contractor, or agent, or any affiliate or other person or entity whose relationship to a Party is such as to create any vicarious, joint, or derivative liability or obligation or such as to subject the Party to any claim from such person or entity for equitable or implied indemnity or contribution.
- “Remaining Useful Life”** means the remaining quantity of Useful Life available as determined by a third party selected by SP. Upon written notice to the Customer of SP’s elected determination, the Customer shall have 5 business days to veto the determination by providing in writing specific reasons that are reasonably incurable, upon which SP Entity shall obtain a new determination.
- “Renewed Units”** means those Units that are the result of an MMR event.
- “Return Limit”** means the average 30-year U.S. Treasury rate from a Unit(s) CoA until its replacement or its related Service Addendum termination plus the Return Limit % stated in the Service Addendum unless such value is zero in which case 8% will be used. This value is the maximum SP Entity capital providers may in aggregate receive as derived from USA Payments. Upon a Unit(s) MMR installation event, the SP Entity will adjust the Unit(s) Usage Rates to comply with this limit.
- “Rights Fee”** means an upfront fee paid to Customer for SP Entity to receive limited but exclusive usage and data rights of the Unit(s). SP Entity usage right is for full control of Unit(s) access and recipient of associated revenues without disrupting Units existing public services should Customer be in USA Payment Default until cured. The SP Entity data right is for confidential, non-transferable, access and use (such as Environmental, Social, and Governance, “ESG”, analysis) of all performance data for the Unit(s). In consideration for this fee, Customer will pay the USA Payments defined by the involved Service Addendum(s). Unit(s) part of usage right are subject to all MMR and MMC obligations.
- “Scope Contingency”** means Customer pre-approval of possible cost increases due to increase in number of Unit(s) or Installation scope needed to accomplish the Project prior to a CoFA for inclusion in a Usage Rate increase calculation.
- “Service Addendum Actual Costs”** means the cumulative Unit(s) Actual Costs plus Unredeemed Disbursements.
- “Sole Use License”** means a license from SP Entity to Customer for their sole use and control of the Unit(s).
- “SP Suggested”** means recommended monthly reserves SP Entity has estimated to cover possible future MMR and MMC costs.
- “Start Date”** means the date from which Customer’s Notice to Proceed is fully executed.
- “State of Good Repair”** means Title 49 CFR § 625.17, a condition sufficient for the asset to operate reliably, safely and at performance targets specified in Service Addendum and where undefined, from Unit(s) manufacturer specifications.
- “Supply Chain Contingency”** means Customer pre-approval of possible increases in costs from providers of the Unit(s), contractor(s), or MMC provider(s) needed to accomplish the project prior to a CoA for inclusion in a Usage Rate increase calculation.
- “Support Reserves”** means amounts reserved by the SP Entity for the payment of Unit MMC and MMR Costs, increased by the portion of each USA Payment allocated to the Unit MMC Reserve and MMR Reserve as set forth on the Service Addendum and/or the Notice to Proceed and decreased by the amount of each associated Support Cost paid by the SP Entity.
- “Taxes and Fees”** means all taxes, citations, fines, fees, permits, and other governmental or SP requirements (including any related penalties, interest, origination, Owner’s Representative, developer fees and asset management fees) relating to any included Units, or this Agreement (other than income taxes).
- “Total Depreciation”** means the summation from using the Excel formula of DDB (Unit’s Actual Cost, 0, Useful Life, Useful Life - current age) from the Unit(s) CoA to current age where current age is # of completed years.
- “Unit’s Actual Cost”** means those cumulative IaaU related costs, such as project, service, taxes, fees, capital and SP Entity costs or financial obligations, that have not been reimbursed by either Customer or Support Reserves which have been incurred directly or indirectly by SP and the SP Entity. These costs will be reasonably allocated by the SP Entity.
- “Unredeemed Disbursement”** means a lump sum amount when combined with Taxes and Fees, cash disbursements to the Customer for Rights Fee or IaaU, less the accumulated cash flow to SP Entity members from USA Payments to accomplish the Return Limit.
- “Useful Life”** means the Unit(s) quantity of time or usage, as determined by the Estimated Useful Life times the Design Multiplier, both of which are specified in the Service Addendum, which the Parties hereby agree are reasonable.
- “Usage”** means a Unit’s Usage Rate provided for in the Service Addendum multiplied by the Units’ Use.
- “Usage Rate”** is the cost of using a Unit per Usage Unit, as determined in the Service Addendum plus proration of any Scope or Supply Change Contingencies used. This cost includes consideration the Customer considers is reasonable and satisfactory to compensate the Customer for Unit(s) being installed on their property for the purpose of generating USA Payments.
- “Usage Unit”** defines what is being measured to determine Unit Use of an individual Unit (i.e. Hour / Passenger / Gallon / MBTU / kWh / Student Day / Occupancy / Connection / MGD / etc.)
- “Unit Use”** is the quantity of Usage Units that were used during the billing period.
- “Venue Jurisdiction”** means the State of Arizona unless Customer is a Governmental Entity, in which case the Venue Jurisdiction will mean the state, province or territory where the Location is situated.

Exhibit 2

Service Addendum

This Document. This document, Ref # _____, (“Service Addendum”) is entered into as of the Effective Date set forth below by and between _____ (“Customer”) and _____ (“SP Entity”).

General Terms. The “General Terms” referred to herein are those General Terms set forth in Exhibit 1 to that certain Master Utility Service Agreement (the “M-USA”), dated as of _____, 202_ between Sustainability Partners, LLC (“SP”) and Customer, in the form attached thereto on the effective date of the M-USA, without giving effect to any amendments, waivers, or any other modifications thereto. The “Notice to Proceed” and the “Certificate of Acceptance” referred to herein are those attached to the M-USA as Exhibit 3 and Exhibit 4, without giving effect to any amendments, waivers, or any other modifications thereto.

This Agreement. Each unique combination of General Terms, Service Addendum, Notice to Proceed and Certificate of Acceptance constitutes a standalone binding agreement between Customer and SP Entity. Capitalized terms not defined in this Service Addendum have the meanings given in the General Terms.

Type of Addendum (Rights Fee/ IaaU /IaaS): _____

If type is Rights Fee then revenue sharing source is: _____
 If type is IaaS, this Addendum is a critical supplier of services agreement, limited to the design, engineering, permitting, repair, maintenance, remodeling, renovation, modernization, or construction of an existing facility at the Location and does not involve a change or increase in the size, type, or extent of the facility.

The “LOCATION”:		Venue Jurisdiction:	
Type (Rights Fee/IaaS/Connect Fee):	\$ Amount:	N/A	Trigger:

The “USA SERVICE”

Unit “Id #”	Quantity	Description of USA service components (the “Units”)	\$ Installation Limit / Each

The Term

“Initial Term”:	1	Month/Years	M	“Additional Term”:	1	Mo/Yrs.	M

*(If Customer is the Initial Funding Entity, the Initial Term is determined based on Section 10.1)

USA PAYMENT CALCULATION and DEFINITIONS

“USA Payment”	is the total of Unit(s) * (Usage + Capacity + Availability) + MMC/MMR Reserves + Deferred Catchup
“Capacity”	is Capacity Base * Usage Rate

Unit Id #	SP Initial Funding Entity?	Rights Fee?	Full Capacity / Year	How Usage Unit will be measured	Usage Unit	Usage Rate	Availability	
							Unit	Rate
* A *								
* B *								

“Expected Use” of Full Capacity (monthly):	=	%	“Lowest Expected Use” of Full Capacity (monthly):	=	%

Exhibit 2

Customer's signatory is authorized to approve up to the following for increases to the Usage Rate:

Scope Contingency:	=	10%	Underwriting Contingency	=	5%	Supply Chain Contingency:	=	15%

"Price Index"

"Price Index" (select one)	=	PPI	U.S. CPI - All Urban Consumers, U.S. City Average (CUUR0000SA0) U.S. PPI - Commercial machinery repair & maintenance (PCU81138113) Other: 0.00%
USA Payment " % Eligible for Index"	=	20%	Credited to: MMC

INSTALLATION MATTERS

"Installation Limit": \$	TBD	"Completion Target":	TBD	Months	Monthly "Carrying Charge":	0.85%
Rates include contingencies of: \$		"Resiliency Trigger" :				Days

Approved Installation Contractors: Contracting Party shall be SP Entity or Customer (S/C) S

Approved MMC – MMR Providers: Contracting Party shall be SP Entity or Customer (S/C) S

Approved Resiliency Providers:

PAYMENT DEFFERAL TERMS

Defer USA Payments by:	0%	Defer monthly Usage over:	N/A	# of months being deferred:	N/A
# of months to spread Deferred Catchup over:	N/A	Starting month # for Deferred Catchup:	N/A		

OTHER APPLICABLE TERMS

	Actual	SP Suggested				
MMC Reserve	TBD		Per (<u>M</u> onth/ <u>Y</u> ear)	M	Starting month # after Install Date	1
MMR Reserve	TBD		Per (<u>M</u> onth/ <u>Y</u> ear)	M	Starting month # after Install Date	1

Disposition:	Upon termination perform Assignment of ownership or grant Sole Use License? (A/L)			L
Self-Install:	Has Customer opted to self-install the USA Service itself? Yes/No			No
MMC Agreement:	Will Customer source and contract for Unit(s) maintenance and renewal services. Yes/No			No
Taxes and Fees	Administration Fee	\$0	Direct bill or prorate all fees to monthly USA Payment? Direct/Prorate	Direct
Right of Return	Does Customer have a RoR (per Section 14.1 of the General Terms)?			No
Return Limit %	10%	If RoR is Yes, then # of months after the USA Start Date the RoR applies to:		N/A

Exhibit 2

Additional Terms: The following terms shall also control over any conflicting terms in the Contract:

Exhibit
Not for Signature

Effective Date: _____, 2022

Customer:

By: _____

Name: _____

Title: _____

SP Entity:

By: Sustainability Partners Services LLC, its Manager

By: _____

Name: Adam T. Cain

Title: COO & General Counsel

Exhibit 3
Notice to Proceed (“NtP”)

Notice to Proceed for Service Addendum #: _____

_____, 2022

RE: Notice to Proceed

The “Customer” and the “SP Entity” identified at the end of this Notice to Proceed are parties to the above referenced Service Addendum. Capitalized terms not otherwise defined in this Notice to Proceed have the meanings provided in the Service Addendum.

Customer hereby formally notifies and confirms to the SP Entity that, upon the SP Entity’s delivery of countersigned copies of this Notice to Proceed:

(i) Confirmed Units for this Notice to Proceed to be installed at the Location:

Unit “Id #”	Quantity	Description of USA service components (the “Units”)	Estimated Useful Life
* A *			

(ii) the contractor(s) identified in the Service Addendum are approved contractor(s) for the Installation;

(iii) the following Vendor Contracts have been reviewed and approved:

1.

2.

(iv) the Service Addendum identified above, restates and supersedes any prior Service Addendum for the project and is hereby reaffirmed and ratified by the parties hereto;

(v) the acquisition of the Unit(s) by the Initial Funding Entity may occur, and the Installation may begin, subject to the terms of the Service Addendum;

(vi) MMC will be: MMR will be: ; and

(vii) The following Taxes and Fees are expressed as % of Service Addendum Actual Costs

If Service Addendum type is IaaU

taxes, fees and permits:	TBD	Installation owners rep:	TBD	asset underwriting:	TBD
funding underwriting:	TBD	post-CoA monthly owners rep.:	TBD	origination:	TBD

If Service Addendum type is IaaS or Rights Fee

funding underwriting	TBD	monthly administration:	TBD	origination:	TBD

Exhibit
Not for Signature

Effective Date: _____, 2022

This Notice to Proceed is hereby issued and accepted:

Customer:

Name: _____

Signature: _____

Name: _____

Title: _____

SP Entity:

Name: _____
By: Sustainability Partners Services LLC, its Manager

Signature: _____

Name: Adam Cain

Title: COO & General Counsel

Date: _____

Exhibit 4
Certificate of Acceptance (“CoA”)

This Document. This document constitutes a “**Certificate of Acceptance**” corresponding to that certain Service Addendum Ref # _____ executed by the undersigned Customer and SP Entity (the “**Service Addendum**”), which incorporates the General Terms and Conditions attached as Exhibit 1 (the “**General Terms**”) to that certain Master Utility Service Agreement (the “M-USA”) effective as of _____, 2022, between Sustainability Partners LLC (“**SP**”) and the undersigned Customer. This document also constitutes an Exhibit 4 with respect to the Service Addendum

The Agreement. This Certificate of Acceptance is part of the written agreement comprised of the corresponding M-USA, Service Addendum, Work Product Approval and Notice to Proceed, constituting a standalone binding agreement (referred to as the “**Agreement**”) with respect to the Unit(s) identified on Schedule A below (the “**Accepted Units**”) that solely and exclusively governs the Accepted Units and matters relating thereto. Capitalized terms not defined in this Certificate of Acceptance have the meanings given in the M-USA, Service Addendum, Notice to Proceed and Work Product Approval.

USA Addendum No.:	
Accepted Units:	See <u>Schedule A</u>

SCHEDULE A			
Unit “Id#”	Quantity	Unit Description	Starting Usage % (0% = New)
* A *			0%

Customer hereby accepts delivery, installation and performance of the Accepted Units comprising a USA Service and agrees that the Accepted Unit(s) have been fully and properly installed, tested, fully operational and ready for Unit(s) intended use together with relevant personnel having received all the training and documentation necessary for the operation and care of the Unit(s) within manufacture guidelines as of the date set forth below.

Initial “**Install Date**”: _____
 Effective Date: _____

Customer hereby confirms and acknowledges that the required insurance has been obtained as of the date set forth below.

Initial “**Insurance Date**”: _____
 Effective Date: _____

Exhibit
Not for Signature

Customer:

 By: _____
 Name: _____
 Title: _____

SP Entity:

 By: Sustainability Partners Services LLC, its Manager
 By: _____
 Name: Adam T. Cain
 Title: COO & General Counsel



Infrastructure as a ServiceTM



Presented to the City of Byram, MS

October 27, 2022

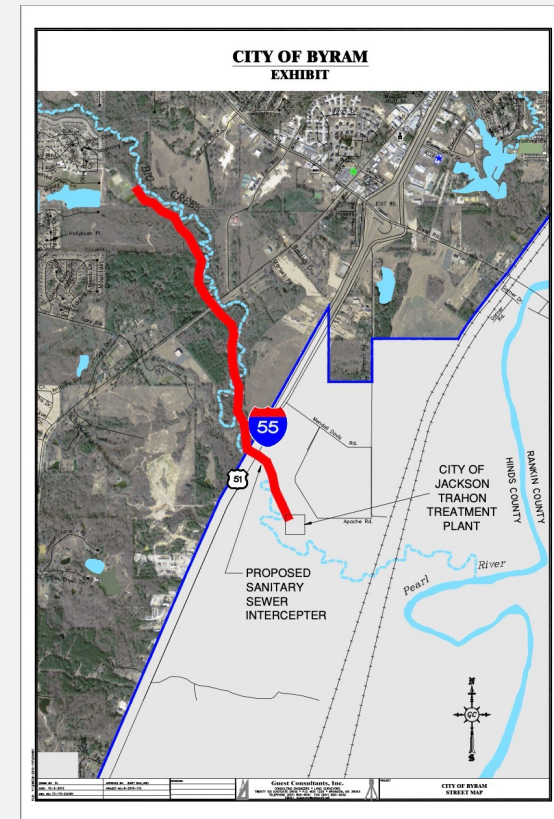


Economic Development Support: Big Creek Interceptor

Wastewater treatment symbolizes the City of Byram's commitment to public health, to the environment, and to its economy. To keep up with current trajectory of growth within the City, a 2.5 mile sewer interceptor is an essential infrastructure to construct.



SUSTAINABILITY
PARTNERS



What is exactly is an interceptor?

Typically, sewer networks consist of laterals, local or municipal sewer lines, and trunk sewers, each with increasing diameter. In these conventional systems, the regional trunk sewer acts as the final route to the wastewater treatment plant.

Interceptors, however, take this process a step further. These pipes 'intercept' the flow from several trunk lines, taking the combined product to the treatment plant.

Imagine the time when the network of roadways throughout Byram were all two lane. This interceptor is like adding the new four lane major artery Hinds County Parkway.



SUSTAINABILITY
PARTNERS

PROJECT DESCRIPTION



SUSTAINABILITY
PARTNERS

- The City of Byram is investing \$23 million to construct a gravity flow sewer interceptor, a large sewer pipe on the western side of the City beginning in 2023. Although mostly out of sight, this network of underground pipe is critical to protecting public health, the environment, property values, and economic development goals of the City.
- The majority of the sewer lines were installed in the 1970's and 1980's. when Byram was a bedroom community of Jackson. At the time, the design did not factor in a thriving community with development potential. An interceptor is needed, manhole rehabilitation and additional sections of pipe are required to ensure adequate capacity for current and future wastewater flows.
- This interceptor project involves excavating and installing a new section of 42" pipe and excavating and replacing sections of existing pipe. This new pipe will serve as the main "artery" carrying wastewater to the Trahan Wastewater Treatment Facility in Jackson.
- When this construction is complete, areas disrupted by this work will be fully restored to original conditions and Byram will have increased capacity to begin marketing for additional industrial, commercial and residential development.
- This project will provide capacity to add additional sewer connections from Ward 1. (McCarty Road, Carryville, Broadwater, Deerfield)
- Elimination of the current lagoon system
- Provide economic development opportunities as far as Highway 18.

Project Cost



SUSTAINABILITY
PARTNERS

6

Total Amount
\$ 23,136,875.00

Quantity	Unit	Description	Unit Cost	Total Cost
1	LS	Mobilization	\$ 2,000,000.00	\$ 2,000,000.00
1	LS	Clearing and Grubbing	\$ 400,000.00	\$ 400,000.00
11,707	LF	42" PVC Sewer Main (28'-30' VF Average Depth)	\$ 1,000.00	\$ 11,707,000.00
370	LF	42" PVC Sewer Main, w/ 60" Steel Casing Jack and Bore	\$ 2,900.00	\$ 1,073,000.00
3	EA	84" Sewer Manhole (24'-26' Depth)	\$ 95,000.00	\$ 285,000.00
12	EA	84" Sewer Manhole (26'-28' Depth)	\$ 102,000.00	\$ 1,224,000.00
7	EA	84" Sewer Manhole (28'-30' Depth)	\$ 108,000.00	\$ 756,000.00
2	EA	84" Sewer Manhole (30'-32' Depth)	\$ 120,000.00	\$ 240,000.00
3	EA	84" Sewer Manhole (32'-34' Depth)	\$ 125,000.00	\$ 375,000.00
4	EA	84" Sewer Manhole (34'-36' Depth)	\$ 140,000.00	\$ 560,000.00
6,425	TON	Bedding Material (#57 Limestone)	\$ 75.00	\$ 481,875.00
1	LS	Dewatering	\$ 3,800,000.00	\$ 3,800,000.00
1	LS	Erosion Control	\$ 150,000.00	\$ 150,000.00
1	EA	Connect to Existing Manhole	\$ 30,000.00	\$ 30,000.00
300	TON	300# Rip Rap	\$ 100.00	\$ 30,000.00
1	LS	Grassing	\$ 25,000.00	\$ 25,000.00



Sustainability Partners (SP) invests in essential infrastructure with the mission to deliver reliable, safe and efficient equipment to protect municipalities, universities, schools, hospitals, ports, and HOAs.

SP provides a unique alternative to the traditional purchase of capital assets. We offer a month-to-month use-based utility service:

Infrastructure as a Service.™

- Utilities – like gas, electric, and water – are essential, easy to engage and to terminate.
- SP's utilities deliver continuously and reliably 24 hours a day x 365 days, year after year, safely and efficiently.
- We protect customers from unexpected repairs and inadequate maintenance.

We would like to solve Byram's capital needs for infrastructure and partner with you to keep it safe, reliable, efficient, and performing.

- SP can pay for 100% of design, materials, and installation of robustly engineered infrastructure
- Asset use is entirely in your control
- Month-to-month contract with no termination penalties, just provide 30 days notice
- Anytime purchase option at actual cost prorated to remaining useful life
- Usage-fees aligned with your revenue sources
- Open book accounting, contracts, warranties, designs and documentation
- 24/7 monitoring on equipment and real-time alerts to deliver reliability and performance
- M-USA is similar to paying an electricity or gas bill and is not recognized as a debt on the city's balance sheet

INFRASTRUCTURE AS A SERVICE (IAAS)



SUSTAINABILITY
PARTNERS

MUSA: Master Utility Service Agreement

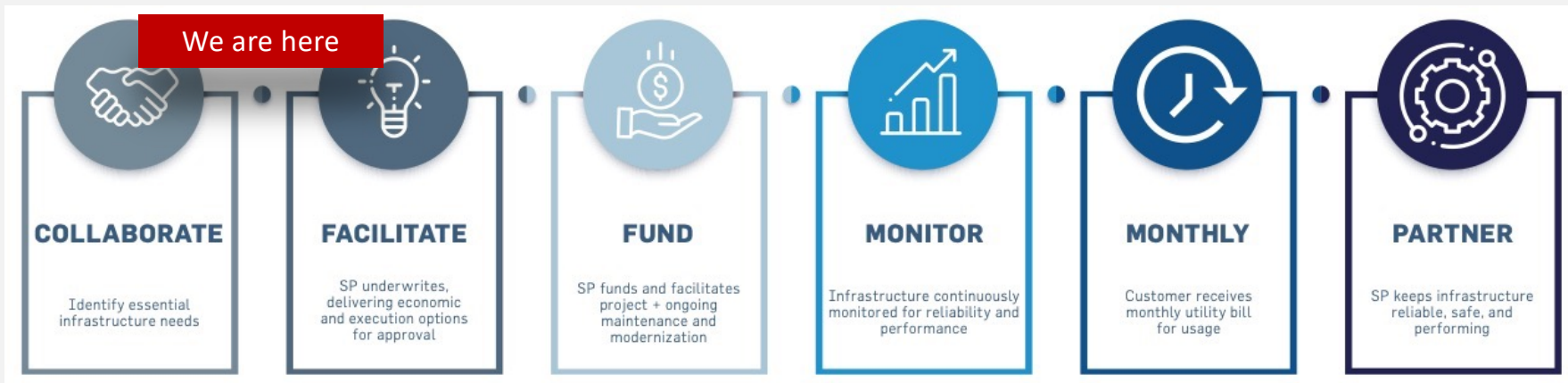


9



- 10 Page Master Utility Service Agreement (M-USA)
- Zero Capital Required
- Usage-based billing aligned with revenue sources
- Protects Bond/Credit Ratings, Not Debt
- 30 Days Termination: No penalties, anytime purchase option
- No mark up on products or services
- Maintenance and replacement reserves
- Super Fast 1 - 4 months
- No Harm Company Policy

The Process



- Master Utility Service Agreement (M-USA) establishes the relationship and provides a platform with scalability for future projects
- A short addendum is executed for each project, identifying the exact asset(s) and usage charges
- Upon Byram's Notice to Proceed, SP buys from and works with market leading manufacturers to design, engineer, and install state-of-the-art, smart facility infrastructure
- Assets are continually monitored for usage and performance and maintained in a state of good repair

As a result of SP's national buying status, manufacturers typically provide long-term warranties, extended maintenance contracts, and asset costs well below traditional procurement prices. SP never adds any markup!

Risk Reduction

SUSTAINABILITY PARTNERS

Month To Month
Commitment

Won't Bill For Non-
Functioning Items

Immediately Replaces
Non-Functioning Items,
No Margin on Costs

Downside Protection In
Case Revenues Drop
(Customer Loss)

BOND/DEBT

Long Term Debt
Commitment

Responsible For Non-
Functioning Items

Must Pay To Replace
Non-Functioning Items
Effectively Increasing Costs

No Downside Protection
In Case Revenues Drop
(Customer Loss)

Advantages of SP's IAAS Model:

- **No CAPEX:** The City of Byram can safely and reliably convert owning essential infrastructure to accessing them through a utility service. Byram maintains complete control to operate and use. SP keeps the infrastructure continuously available and in a State of Good Repair.
- **Reduced Utility Usage and Costs:** By procuring robustly engineered smart products we promote efficient usage to decrease utility consumption, lower operating costs and decrease adverse environmental impact.
- **IAAS Focuses on Maintenance and Warranty:** SP keeps your essential services reliable, safe, and performing. This includes scheduled maintenance, repair, upgrades, and replacements. You receive permanent elimination of deferred maintenance and continuous achievement of sustainability goals.
- **Modern Technologies:** Using cloud connected devices with software enabled integration if available, IAAS devices can be continuously monitored for predictive maintenance, performance specifications, and elimination of excess usage. This data is available to all approved parties for exception alerts and triggers via e-mail or messaging. A City of Byram dashboard will be developed to provide real time transparent project updates.
- **Monthly Contract and Transactions:** We send monthly electronic invoices based on pre-agreed upon rates for usage, capacity, and/or availability. Our goal is to have long-term stability; we align our rates with your revenues. No changes can be made to the rates without your prior approval.
- **Guaranteed Satisfaction:** The IAAS agreement is a service agreement. It is a month-to-month obligation and not debt, and has zero effect on your credit capacity, leverage ratios, or bank covenants. If you're not happy for any reason, you can terminate the agreement with no penalties. Upon termination you can keep the equipment with options to prorate actual cost against remaining useful life or using a fixed formula of depreciated cost using reverse double declining balance. SP's business model is built to keep you happy in perpetuity.

Advantages of SP's IAAS Model:

- **Predictive and Preventative vs. Reactive Maintenance:** As owner and steward of the project assets, SP monitors asset performance using real time analytics to optimize the performance. It is in the best interest of both SP and the City to ensure the assets remains in a State of Good Repair. With capital sourced via municipal bonding, the onus remains on the municipality to allocate sufficient annual budget dollars to ensure the equipment stays safe, reliable, and efficient. As evidenced by the current ~\$4 trillion deferred maintenance problem, annual maintenance budgets are at risk annually as one of the first line items to be reduced during economically challenging periods and can also be subject to political expediency by future administrations in order to reallocate budget dollars to projects of lesser criticality. This leads to increased downstream costs (increased energy consumption, faster asset degradation, higher risk of asset failure) over time as assets degrade and become inefficient. Preventative maintenance, if funded and practiced, extends the useful life of an asset. SP ensures assets are maintained to the highest standards to eliminate the risk of asset degradation. SP's analytics staff continually review asset performance to identify trends and recommend optimization actions where appropriate.
- **Value Engineering vs. Robust Engineering:** Muni bond issuers do not have a vested interest in making sure the procured assets are of the highest quality to reduce total cost of ownership. SP's core mission is to permanently eliminate deferred maintenance. A core tenant of this mission is to ensure the solution design enables the longest useful life possible to de-risk the possibility of assets needing replacement well before their expected useful life. As part of this process, SP provides recommendations on design optimization. For example in a meter project we would advise the City on how to receive optimal communications infrastructure deployment to increase battery efficiency.
- **Market and Economic Dynamics:** Investor risk appetites vacillate depending on market expectations for a variety of factors outside of the general credit quality and financial position of a particular issuer. Expectations on future inflation, market volatility and investor perception of fixed income risk all impact the cost of borrowing for municipal issuers. SP removes this risk by structuring the Utility Payment based on the how the City expects to use the assets relative to the elongated useful life inherent in SP's robustly engineered solutions.

Advantages of SP's IAAS Model:

- **Risk Elimination Related to Future Legislative Action:** As each new Congress is seated, a variety of budgetary and tax policy objectives are prioritized which can impact the municipal bond market. SP's Usage Based Utility model eliminates the risk around such potential changes that could detrimentally impact the cost of borrowing.
- **Project Management and Ongoing Point of Contact:** SP facilitates the delivery, installation, commissioning, and training of staff. Additionally, SP handles all aspects of warranty execution to reduce the administrative burden on Byram's staff.
- **Off-Balance Sheet Classification:** SP can provide the infrastructure while strengthening the City's balance sheet by reduction of deferred maintenance without offsetting liabilities all within current FASB and GASB rules. New GASB rules require public entities to put deferred maintenance on the balance sheet, negatively affecting financial ratios, rating and existing covenants. SP's option permanently eliminates deferred maintenance and depreciation, resulting in improved financial strength. Since SP's utility option complies with not being a lease under GASB, infrastructure costs through the SP utility mechanism are simply not balance sheet items. By keeping assets and associated liabilities off balance sheet, it does not inhibit Byram's ability to access the municipal bond market for future projects.
- **Increased Financial Flexibility:** SP's terms and structure allow for both predictable and unpredictable change. SP's model structures payment schedules that are aligned with economic cyclicalities and usage of the assets. In addition to zero cash outlay from Byram (versus 2-3% of notional principal value typical for municipal issuance costs), SP does not require restrictive covenants that are typically embedded in municipal funding offerings:
 - No restricted cash accounts or P&I reserve accounts
 - No debt service coverage ratios
 - No non-call provisions – no "lock up" periods where the customer is not able to pay off in the first 5-7 years
 - No restrictions on further debt issuance

SP Solution

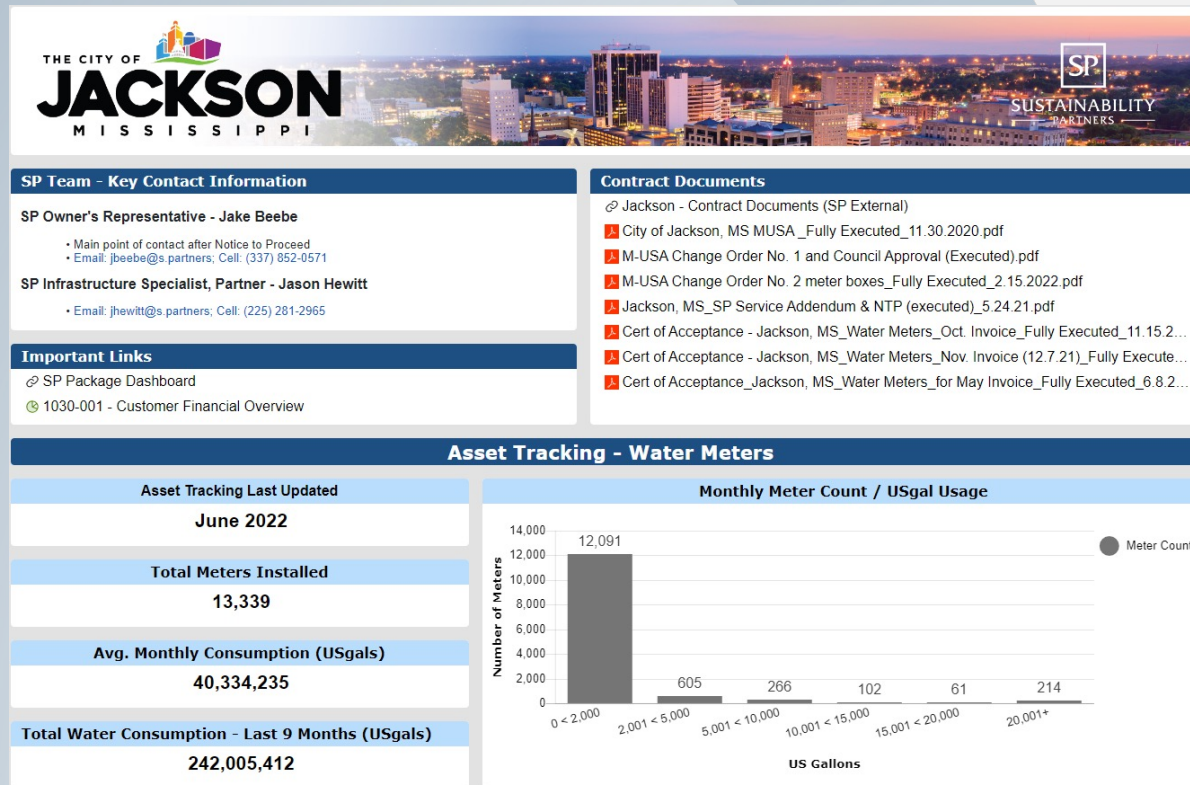
Byram – Sewer Pipes and Manholes only
(excludes dewatering)

Years 1-5:	Static Usage payment for five years of \$0.90 per connection per day	\$109,264 per month
Year 6:	Step up of 5% to approximately \$0.945 per connection per day	\$114,727 per month
Years 7 and beyond:	Annual inflationary increase of 1.5% per year	

(assuming 4,000 connections on the system)

If Byram decides they want to buy the assets back from us, they would just need to exercise their termination option (with 30 days' notice) and pay the residual value of the actual cost of the assets based on remaining useful life of the assets.

SP Transparency



Sample Dashboard that will be provided to the City of Byram.

CASE STUDIES



- Jackson, MS
- Population: 166,383
- Smart Water Meter System
- New Billing System



CUSTOMER BACKGROUND

The City of Jackson was saddled with a non-functioning water meter system. The city was successful in its lawsuit but subsequently needed a solution to its crisis. The city government is receptive to new and innovative business ideas and sought help for infrastructure and financial assistance.

PROJECT SCOPE

Install 61,225 AMI water meter system and new Oracle billing system to enable accurate tracking of water usage throughout the city

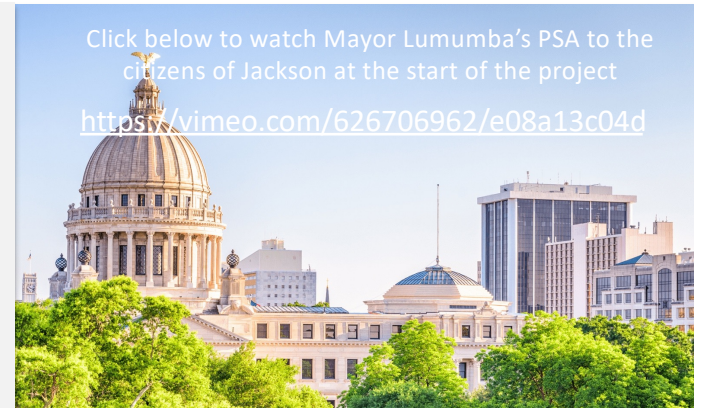


BENEFITS

- Successful replacement of dysfunctional water meter system
- New AMI Water Meter System with 61,225 residential and commercial smart meters, New Billing System, Ongoing Field and Technical Support, Training to Implement a new efficient and effective way of doing business
- Distribution side and customer side Acoustic Leak Detection
- De-risked transaction as the city has no capital expenditure and remains a month-to-month contract
- Full scale, end-to-end deployment including community outreach campaign

Click below to watch Mayor Lumumba's PSA to the citizens of Jackson at the start of the project

<https://vimeo.com/626706962/e08a13c04d>





Lake Charles Louisiana

CUSTOMER BACKGROUND

The City of Lake Charles was in need of clean water infrastructure including commercial and residential water meters of varying sizes and types. Combining federal funding with SP's investment, Lake Charles has significantly decreased operational expenses and increased monthly water revenue with this sustainable turnkey solution.

- Lake Charles, LA
- Population: 78,000
- Ultrasonic Smart Water Meter System
- Software & Billing System



PROJECT SCOPE

Install 35,545 smart water meter system with acoustic leak detection for residential and commercial customers



BENEFITS

- Debt free, zero upfront capital required
- Month-to-month contract with long-term maintenance plan and reserve
- Full use of state-of-the-art smart water metering solution
- Immediate increase to City revenue with accurate metering reading
- Acoustic leak detection to identify potential leaks before costly bursts
- Real-time updates of water usage available 24/7
- Predictive maintenance with smart alarms and data
- End-to-end deployment of entire system with community outreach





JACKSONVILLE UNIVERSITY

- Jacksonville, FL
- Private University
- 4,222 students



SUSTAINABILITY
— PARTNERS —

Project

- Purchase, installation, and ongoing maintenance of modern and robustly engineered water infrastructure including a new well, steel water tank, potable water assets, replaced chlorine feed system, water distribution pumps, generator, electrical distribution system equipment and associated infrastructure

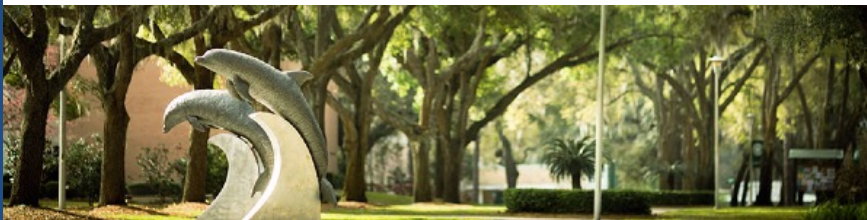
Purpose

- Sustainable and robustly engineered water infrastructure for clean drinking water benefiting students, staff, and teachers on campus

BENEFITS

- Accelerated campus improvements with SP's expedited purchasing power and proven expertise with infrastructure projects in school settings
- Zero out-of-pocket costs; no capital expense means operating cash positive and no balance sheet impact
- Decreased risk and total cost of usage as SP maintains assets in continual state of good repair
- Mission critical capital returned with SP purchase of JU's recently installed water infrastructure enabling university to use those funds on other important campus initiatives
- School can display its prioritization of energy-saving, eco-friendly sustainable initiatives

**Next projects: wastewater and water distribution
Infrastructure as a Service™**





- Simmesport, LA
- Population: 2,200
- Smart Water Meters
- Capital Recovery Service



CUSTOMER BACKGROUND

The town of Simmesport lacked the ability to accurately monitor and bill for water usage. Simmesport was also in serious financial jeopardy with over \$612,000 in debt, most incurred by previous administrations. The city government is receptive to new and innovative business ideas and sought help for infrastructure and financial assistance.

PROJECT SCOPE

- Install wireless water meters to enable accurate tracking of water usage throughout the town
- Capital Recovery Service to recover capital expenditure funds spent on essential infrastructure

BENEFITS

- Instant ROI: 46.7% revenue increase
- New wireless ultrasonic water meters with smart sensors for accurate remote meter reading – modern, low maintenance and durable assets
- Labor resources re-directed
- Highest number on record of customers paying for water
- Capital Recovery Service converted essential infrastructure to a service utility injecting liquidity for budget stabilization, balance sheet improvement, and economic stimulus

“Simmesport would also like to thank **Sustainability Partners** for their help in building this cooperative endeavor and for their commitment to the financial growth and quality of life for the citizens of Simmesport.”
SIMMESPORTLA.COM



Next project is ~ \$1M in wastewater system upgrades to a treatment plant commissioned in 1987.



- Artificial Turf
- LED Lightning
- Block Walls, Fencing
- Electrical, Remotes / IoT
- Champion Walls
- Field Components



CUSTOMER BACKGROUND

The City of Crowley, population 12,839, is the parish seat of Acadia Parish, LA. Crowley has a rich and deep history with baseball. Historic Mill Stadium is in the National Register of Historic Places. Author Gaylon White is released his book entitled, "The Best Little Baseball Town in the World; The Amazing Story of Crowley, Louisiana in the Fifties" in April 2021.

PROJECT SCOPE

Capital constrained city in need of new artificial turf and LED lighting for nine high school/youth league baseball/softball/multi-purpose fields at the Crowley Recreation Department Complex.

BENEFITS

- Upgraded fields immediately attracted "travel ball" tournaments consisting of 65 teams, ALL available dates booked an entire year in advance to construction completion
- Immediate cash flow generation significantly impacting the entire city economy due to increased events and tourism
- Notably reduced carbon emissions from reduced electricity usage for lighting and elimination of fertilizer, pesticide, and gasoline for artificial turf
- State of the art, low maintenance and durable infrastructure

“We're getting ready for a new era and we're hoping that it is something for our children to be able to talk about, to be able to utilize. We're just very excited and we hope that it continues for generations to come.”

Mayor Tim Monceaux

- ✓ **State-of-the-art infrastructure**
- ✓ **Zero upfront capital required**
- ✓ **Usage-based billing aligned with your revenue sources**
- ✓ **Protects bond/credit ratings**
- ✓ **On or off-balance sheet**
- ✓ **Expedited funding**
- ✓ **Installation and maintenance of state-of-the-art IoT environmentally friendly infrastructure assets**
- ✓ **STOPS the “run to fail” cycle as SP keeps essential infrastructure forever young**
- ✓ **Customer operates assets as its own**
- ✓ **Protect the future of your community**

Summary

State-of-the-Art Technology
with Innovative Financing



SUSTAINABILITY
— PARTNERS —

THANK YOU!



Carla Dazet



(228) 257-2166



cdazet@s.partners



www.sustainability.partners

CITY OF BYRAM AGENDA ITEM FACT SHEET

BOARD MEETING October 27,
DATE: 2022 AGENDA ITEM NO: (a)

CONSENT TO:
AGENDA:

FOR: Approval of Mayor and Board Work Session Minutes from October 10, 2022

ACCOUNT NO:

INTRODUCED BY: Angela Richburg, City Clerk

ATTACHMENTS:

	Description	Upload Date	Type	File Name
📎	minutes	10/12/2022	Backup Material	22_10_10.pdf

CITY OF BYRAM
MINUTES FOR REGULAR SESSION WORK SESSION
OF THE MAYOR AND BOARD OF ALDERMEN
MONDAY, OCTOBER 10, 2022, 6:30 PM
City Hall, 5901 Terry Road
Byram, MS 39272

1. Welcome and Call to Order

Mayor Richard White called the meeting to order at 6:30 p.m.

2. Roll Call

Present: Richard White, Mayor

Erma Johnson, Alderman Ward I

Diandra Hosey, Alderman Ward II, Mayor Pro Tem

Robert Amos, Alderman Ward III

Roschelle Gibson, Alderman Ward V

David Moore, Alderman Ward VI

Angela Richburg, City Clerk

Absent: Teresa Mack, Alderman Ward IV

Roshunda Harris-Allen, Alderman At Large

Legal Counsel Present: Attorney Zack Giddy

3. Presented Items

a. Discussion of the Agenda for the October 13, 2022 Meeting

No Action Taken

4. Adjourn at 7:55 p.m.

APPROVED:

Richard White, Mayor

Date

ATTEST:

Angela Richburg, City Clerk

Date

CITY OF BYRAM AGENDA ITEM FACT SHEET

BOARD MEETING October 27,
DATE: 2022 AGENDA ITEM NO: (b)

CONSENT TO:
AGENDA:

FOR: Approval of Mayor and Board Meeting Minutes

ACCOUNT NO:

INTRODUCED BY: Angela Richburg, City Clerk

ATTACHMENTS:

	Description	Upload Date	Type	File Name
📎	minutes	10/20/2022	Backup Material	22_10_13.pdf

**CITY OF BYRAM
MINUTES FOR REGULAR MEETING OF
THE MAYOR AND BOARD OF ALDERMEN
THURSDAY, OCTOBER 13, 2022, 7:00 PM
City Hall, 5901 Terry Road**

1. Welcome and Call to Order

Mayor White called the meeting to order at 7:03 p.m.

2. Invocation

3. Pledge of Allegiance

4. Roll Call

Present: Richard White, Mayor
Erma Johnson, Alderman Ward I
Diandra Hosey, Alderman Ward II, Mayor Pro Tem
Robert Amos, Alderman Ward III
Teresa Mack, Alderman Ward IV
Roschelle Gibson, Alderman Ward V
David Moore, Alderman Ward VI
Roshunda Harris-Allen, Alderman At Large
Angela Richburg, City Clerk
Legal Counsel Present: Attorney John Scanlon

5. Presented Items

- a. Approval to Amend the Agenda to include: Under Discussion and Action after item 19, Appointment of Engineering Selection Committee for review of the Engineering Bids for the FY 2023 S Municipal and County Water Infrastructure Program projects - Angela Richburg, City Clerk**

Motion to Approve

Moved By: Alderman Johnson

Seconded By: Alderman Gibson

MOTION Passed

Ayes: Johnson, Hosey, Amos, Mack, Gibson, Moore, Harris-Allen

- b. Patricia Bryant, President of Project Graduation Terry High School 2023 requesting a donation - Alderman Erma Johnson**

Motion to Approve a \$250.00 for Project Graduation Terry High School 2023, the Board found that this will bring favorable notice to opportunities within the City of Byram

Alderman Harris-Allen recused herself from any discussion or action on this claim and physically absented herself from all such discussion or action. Alderman Harris-Allen took this action, not because of any actual conflict of interest.

Moved By: Alderman Johnson

Seconded By: Alderman Hosey

MOTION Passed

Ayes: Johnson, Hosey, Amos, Mack, Gibson, Moore

c. Replenish Host (recycling) - Alderman Diandra Hosey

Mr. Will Tyrell with Replenish addressed the Mayor and Board

Motion to Approve

Moved By: Alderman Hosey

Seconded By: Alderman Gibson

MOTION Passed

Ayes: Johnson, Hosey, Amos, Mack, Gibson, Moore, Harris-Allen

d. Public Hearing for the purpose of determining whether or not a Conditional Use of a C-1 Zoned District for a Mobile Food Vendor shall be allowed on the following described property located in the City of Byram, 7264 South Siwell Road, Byram, Mississippi - Attorney John Scanlon and Eric Munden, Building Official

Mayor White opened the Public Hearing for the purpose of determining whether or not a Conditional Use of a C-1 Zoned District for a Mobile Food Vendor shall be allowed on the following described property located in the City of Byram, 7264 South Siwell Road, Byram, Mississippi at 7:27 p.m.

Persons that addressed the Mayor and Board of Aldermen during the Public Hearing were:

- Eric Munden, Building Official
- Mr. Divine of Raulston Drive, Owner of the Mobile Truck, stated he would like to obtain a permanent structure at some time. Anticipated hours will be: Saturdays from 12 to 5:00 p.m. and Sundays from 1 to 5:00 p.m.

An opportunity to address the Mayor and Board of Aldermen was afforded to those in opposition:

- Mr. Andre Harris, Byram property owner, voiced his concerns about allowing Food Trucks in the city taking away from the main thoroughfare.
- Due to circumstances beyond our control the comment from Mrs. Patricia Bretheim posted at 7:33 on Facebook did not appear until the following day but is included: "What about the Chicken food truck already approved for this location?"

Public Hearing Closed 7:42 p.m.

Motion to Deny

Moved By: Alderman Amos

Seconded By: Alderman Gibson

MOTION Passed

Ayes: Johnson, Amos, Mack, Gibson, Moore, Harris-Allen

Abstain: Hosey

All Public Hearing requirements have been met: attached is the copy of the proof of publication and copy of the notice that was posted in City Hall.

e. Public Hearing to determine whether or not a Conditional Use of a C-3 Zoned District for a Liquor Store shall be allowed on the following described property located in the City of Byram, 6745 Siwell Road, Suite 101, Byram, Mississippi - Attorney John Scanlon and Eric Munden, Building Official

Mayor White opened the Public Hearing for the purpose of determining whether or not a Conditional Use of a C-3 Zoned District for a Liquor Store shall be allowed on the following described property located in the City of Byram, 6745 Siwell Road, Suite 101, Byram, Mississippi at 7:47 p.m.

Persons that addressed the Mayor and Board of Aldermen during the Public Hearing were:

- Eric Munden, Building Official
- Mr. Manjit Johal, owner

An opportunity to address the Mayor and Board of Aldermen was afforded to those in opposition:

- Mr. Andre Harris, Byram property owner apposes the Conditional Use due to the property being originally built for a restaurant.
- Pamela Shields of Kaybrook Drive asked if other stores will have to take down the signs on their windows.
- Audrey Hall, resident of Ward I, is in agreement for there to be limited signage on windows.
- Facebook Opposition Mr. Allen Gay Kelly
- Due to circumstances beyond our control the comment from Mrs. Patricia Bretheim was not seen until the next day but is included: Liquor store, already had a permit – Against

Public Hearing Closed at 8:13 p.m.

Motion to Approve with the Conditions of only having main signage and store hours posted on exterior with no window signage.

Moved By: Alderman Johnson

Seconded By: Alderman Amos

MOTION Passed

Ayes: Johnson, Hosey, Amos, Gibson, Moore, Harris-Allen

Nays: Mack

f. Hearing on property located at 5074 Womack Drive, Parcel #4854-486-60, Byram, MS to make a determination, under section 21-19-11 of the MS Code as to whether the property is in a condition to be a menace to the health, safety, and welfare of the community, if determined than approval of the Resolution declaring the property a menace - Eric Munden, Building Official

Motion to Approve the resolution finding 5074 Womack Drive to be a menace under section 21-19-11

Moved By: Alderman Johnson

Seconded By: Alderman Amos

MOTION Passed

Ayes: Johnson, Hosey, Amos, Mack, Gibson, Moore, Harris-Allen

6. Approval of Consent Agenda Items

Motion to approve items a through s with the removal of item n and a separate vote for items s and t

Moved By: Alderman Hosey

Seconded By: Alderman Johnson

MOTION Passed

Ayes: Johnson, Hosey, Amos, Mack, Gibson, Moore, Harris-Allen

- (a) Approval of Mayor and Board of Aldermen Meeting minutes from September 22, 2022 - Angela Richburg, City Clerk**
- (b) Approval of Proclamation for Breast Cancer Awareness Month - Angela Richburg, City Clerk**
- (c) Approval of Municipal Compliance Questionnaire - Angela Richburg, City Clerk**
- (d) Approval of Contract with Archive Social in the amount of \$998.00 for a one-year Media Archive Subscription (001-195-681)**
- (e) Acceptance of Paula Morrison's Certificate of Attendance to the 2022 Municipal Court Clerks Continuing Education Course on September 21 -23, 2022 - Angela Richburg, City Clerk**
- (f) \$175.00 to MS Municipal Court Clerk's Assoc., yearly membership dues for Court Services (001-110-622)**
- (g) \$4,741.00 to Central MS Planning & Development District, Inc, Fiscal Year 2023 District Assessments (001-195-622)**
- (h) Acceptance of Byram Privilege License listing for 2022 - Angela Richburg, City Clerk**
- (i) Acceptance of donations for Load Bearing Vests for Byram Police Department: Byram Learning Center, \$350.00 and Raworth and Harvel, LLC, \$1050.00, Jackson Area Federal Credit Union, \$1,050.00, Members Exchange, \$1,390.20 and Vowell's Marketplace, \$1,050.00 and \$350.00 an Anonymous Donor - Chief David Errington**
- (j) Approval of quote from Pinebelt Chevrolet/Dodge/Jeep/Ram in the amount of \$68,042.00 for two 2023 Dodge Chargers PPV AWD @ \$34,021.00/each. State Contract #8200065474 (001-200-915)**
- (k) Approval of quote from Pinebelt Chevrolet/Dodge/Jeep/Ram in the amount of \$34,758.00 for a 2023 Dodge Charger PPV V-8 RWD. State Contract #8200065474 (001-200-915)**
- (l) \$113.00 to Stegall Notary Service for Renewal of A. Reed Notary Public Commission FY 2022/2026 (001-200-622)**

- (m) **\$113.00 to Stegall Notary Service for Renewal of A. Reed Notary Public Commission FY 2022/2026 (001-200-622)**
- (n) **Removed - \$866.00 estimated travel expense for Officer J. Neal to attend Human Trafficking Investigator Class in Hernando, MS October 23-27, 2022, there is no registration fee for this class. (001-200-610)**
- (o) **\$5,507.14 to PowerDMS, Inc. for annual renewal of Power DMS Policy Compliance Software used for the Byram Police Department Accreditation (001-200-650)**
- (p) **Approval to enter into a Government Agreement with Flock Group, Inc. for software, hardware (cameras), etc. for license plate, video, and audio detection and recording of data in the amount of \$58,500.00.**
- (q) **Approval of quote from Weathersby Electronics in the amount of \$6,762.09 for emergency equipment (lights, siren, etc.) for patrol vehicle 22-01. (001-200-903) This is the lowest of the two (2) quotes attached.**
- (r) **Approval of Atwood Fence Company, Inc quote in the amount of \$9,800.00 for the repair of guardrail on Hinds County Parkway (001-301-576)**
- (s) **Approval of Hemphill Construction Company, Inc. bid of \$117,305.00 for the Alixandria Drive Drainage Improvements (001-130-301) This was the lowest and best bid.**

Motion to Approve items s and t

Moved By: Alderman Hosey

Seconded By: Alderman Amos

MOTION Passed

Ayes: Johnson, Hosey, Amos, Gibson, Moore, Harris-Allen

Nays: Mack

- (t) **Approval of Hemphill Construction Company, Inc. bid of \$120,290.00 for the Huntington Drive Drainage Improvements (130-301-908) This was the lowest and best bid.**

Discussion/Action

- 7. \$228,942.03 Claims for September 14 through October 5, 2022 - Angela Richburg, City Clerk**

Motion to Approve

Moved By: Alderman Hosey

Seconded By: Alderman Gibson

MOTION Passed

Ayes: Johnson, Hosey, Amos, Mack, Gibson, Moore, Harris-Allen

8. **\$25.00 to MS Municipal League for the Mayor and each Aldermen to attend the CMO Elective Evening Classes in Hattiesburg, MS on October 26, 2022 with estimated travel expense of \$107.50 each (001-120/100-610/611)**
Alderman Johnson and Alderman Moore requested to be registered for the Hattiesburg Class with the others to decide by next Monday
Motion to Approve the Mayor and Aldermen to attend the Class in Hattiesburg or Ridgeland
Moved By: Alderman Hosey
Seconded By: Alderman Johnson
MOTION Passed
Ayes: Johnson, Hosey, Amos, Mack, Gibson, Moore, Harris-Allen
9. **Approval of promotion of five (5) Officers from Patrol Officer I to Patrol Officer II - David W. Errington, Chief**
Motion to Approve the promotion of four (4) Officers, Billy Cameron, Jeremiah Johnson, Tekea Johnson and Christopher Skinner from Patrol Officer I to Patrol Officer II with a pay increase to \$16.83 per hour
Moved By: Alderman Amos
Seconded By: Alderman Moore
MOTION Passed
Ayes: Johnson, Hosey, Amos, Mack, Gibson, Moore, Harris-Allen
10. **Discussion of the Noise Ordinance for the City of Byram which was adopted November 10, 2011 - David W. Errington, Chief**
No Action Taken
11. **Ratification of the Byram Estates Part IV, name correction from Fairview Ave. to Fairway Ave. - Eric Munden, Building Official**
Motion to Appear the Correction
Moved By: Alderman Gibson
Seconded By: Alderman Johnson
MOTION Passed
Ayes: Johnson, Hosey, Amos, Mack, Gibson, Moore, Harris-Allen
12. **First Impression update - Alderman Erma Johnson**
No Action Taken
13. **Discussion of Work Sessions: clarification of "work sessions only as needed" - Alderman Diandra Hosey**
Alderman Hosey removed her item from the Agenda
14. **Discussion of street lights polls/safety street lights throughout the City Byram- Alderman Rochelle Gibson**
No Action Taken
15. **Discussion of "First, Food truck Friday " at Davis Rd Park, 5-9pm - Alderman Roschelle Gibson**
No Action Taken

16. Moving forward on plans for funding options for the Parks and Recreation Department – Alderman Roshunda Harris-Allen

No Action Taken

17. Appointment of Engineering Selection Committee for review of the Engineering Bids for the FY 2023 MS Municipal and County Water Infrastructure Program projects - Angela Richburg, City Clerk

Motion to Appoint Alderman Amos and Alderman Johnson to the Engineering Selection Committee which will meet on October 20th at 4:00 p.m., City Hall

Moved By: Alderman Gibson

Seconded By: Alderman Harris-Allen

MOTION Passed

Ayes: Johnson, Hosey, Amos, Mack, Gibson, Moore, Harris-Allen

18. Departments' Monthly Report

No Action Taken

19. Announcements

No Action Taken

20. Adjourn

Motion to Adjourn 9:39 p.m.

Moved By: Alderman Gibson

Seconded By: Alderman Harris-Allen

MOTION Passed

Ayes: Johnson, Hosey, Amos, Mack, Gibson, Moore, Harris-Allen

APPROVED: _____

Richard White, Mayor

Date: _____

ATTEST: _____

Angela Richburg, City Clerk

Date: _____

CITY OF BYRAM AGENDA ITEM FACT SHEET

BOARD MEETING October 27,
DATE: 2022 AGENDA ITEM NO: (c)

CONSENT TO:
AGENDA:

FOR:

ACCOUNT NO:

INTRODUCED BY:

DISCUSSION: Approval to extend the COVID-19 Proclamation and Policies

INTRODUCED BY: Angela Richburg, City Clerk

BOARD ACTION:

ATTACHMENTS:

	Description	Upload Date	Type	File Name
▣	proclamation	3/23/2020	Backup Material	CORVID-19_Proclamation.pdf



PROCLAMATION

WHEREAS, on the 14th day of March, 2020, the Governor of the State of Mississippi, pursuant to the Constitution of the State of Mississippi and MCA Section 33-15-11(b)(17) (1972, as amended), declared a State of Emergency to exist in the State of Mississippi with respect to the worldwide outbreak of the novel coronavirus, identified as COVID-19 ; and

NOW THEREFORE, pursuant to MCA Section 33-15-17(d), and such other authority vested in me, and in furtherance of the declaration of the Governor of the State of Mississippi which is attached hereto, and for the reasons set forth therein, and finding that the risk of spread of COVID-19 constitutes a public emergency in the City of Byram, Mississippi, I Richard White, Mayor of the City of Byram, Mississippi do hereby declare a local emergency as defined in MCA Section 33-15-5(g) to exist in the City of Byram, Mississippi, and accordingly I direct that Byram's Comprehensive Emergency Plan be implemented as applicable and that, subject to an order from the Governor, the power and authority derived from MCA Section 33-15-17(c) be implemented as necessary.

FURTHER, all provisions provided by Miss. Code. Ann. § 33-15-1 et seq. should be available to the Mayor and the City to ensure the protection of the life, safety, and health of the residents of the City of Byram.

AND FURTHER, in accordance with MCA Section 33-15-17(d), the governing body of the City of Byram, Mississippi shall review and approve or disapprove the need for continuing the local emergency at its first regular meeting following such proclamation or at a special meeting legally called for such review. Thereafter, the governing body of the City of Byram shall review the need for continuing the local emergency at least every thirty (30) days until such local emergency is terminated, and shall proclaim the termination of such local emergency at the earliest possible date that conditions warrant.

During the local emergency, the governing body of the City of Byram, Mississippi may promulgate orders and regulations necessary to provide for the protection of life and property, including orders and regulations imposing a curfew within the designated boundaries where necessary to preserve the public order and safety. Such orders and regulations and amendments and rescissions thereof shall be in writing and shall be given widespread notice and publicity.

IN WITNESS WHEREOF, I have hereunto set my hand this the 16 day of March 2020.

Richard White, MAYOR

Attest:

Angela Richburg, City Clerk

STATE OF MISSISSIPPI

Office of the Governor



PROCLAMATION

WHEREAS, the State Health Officer has reported that there is a high risk for an outbreak of the novel coronavirus, identified as COVID-19, in the State of Mississippi; and

WHEREAS, on March 11, 2020, the Mississippi State Department of Health confirmed the first presumptive case of the novel coronavirus (COVID-19) in Mississippi and the Mississippi State Department of Health has since that time worked to identify, contact, and test others in Mississippi potentially exposed to COVID-19 in coordination with the United States Centers for Disease Control and Prevention (CDC); and

WHEREAS, COVID-19, a respiratory disease that can result in serious illness or death, is caused by the SARS-CoV-2 virus, which is a new strain of coronavirus that has not been previously identified in humans and can easily spread from person to person; and

WHEREAS, the CDC identifies the potential public health threat posed by COVID-19 both globally and in the United States as "very high", and has advised that person-to-person spread of COVID-19 will continue to occur globally, including within the United States; and

WHEREAS, on January 31, 2020, the United States Department of Health and Human Services Secretary Alex Azar declared a public health emergency for COVID-19 beginning on January 27, 2020, on March 11, 2020, the World Health Organization characterized COVID-19 as a pandemic, and on March 13, 2020, the President of the United States declared a nationwide state of emergency due to the coronavirus COVID-19 pandemic; and

WHEREAS, the CDC currently indicates there are approximately 106,000 confirmed cases of COVID-19 worldwide with 1,323 of those cases in the United States, and the Mississippi State Department of Health has now confirmed localized person-to-person spread of COVID-19 in Mississippi, significantly increasing the risk of exposure and infection to Mississippi's general public and creating an extreme public health risk that may spread quickly; and

WHEREAS, on March 4, 2020, I signed Executive Order No. 1457 to create the Mississippi Coronavirus (COVID-19) Preparedness and Response Planning Steering Committee chaired by the Mississippi State Health Officer in order to coordinate and assist with efforts related to implementation and review of Mississippi's pandemic preparedness and response to hazards related to the outbreak of COVID-19; and

WHEREAS, the Mississippi State Department of Health has instituted a Public Health Incident Management Team to manage the public health aspects of this outbreak; and

WHEREAS, the Mississippi Emergency Management Agency, State Emergency Operations Center, is coordinating resources across state government to support the Mississippi State Department of Health and local officials in alleviating the impact to people, property, and infrastructure and is assessing the magnitude and long-term effects of the incident with the Mississippi State Department of Health; and

WHEREAS, the worldwide outbreak of COVID-19 and the effects of its extreme risk of person-to-person transmission throughout the United States and Mississippi significantly impact the life and health of our people, as well as the economy of Mississippi; and

WHEREAS, the risk of spread of COVID-19 within Mississippi constitutes a public emergency that may result in substantial injury or harm to life, health, and property within Mississippi.

NOW, THEREFORE, I, Tate Reeves, Governor of the State of Mississippi, pursuant to the Constitution of the State of Mississippi and Miss. Code Ann. § 33-15-11(b)(17), do hereby declare that a State of Emergency exists in the State of Mississippi, and direct that the

Mississippi Comprehensive Emergency Management Plan be implemented. Pursuant to Miss. Code Ann § 33-15-11(c), state agencies and departments are directed to utilize state resources and to do everything reasonably possible to assist communities and entities affected by the outbreak.

As a result of this event, I also hereby direct the Mississippi State Department of Health, the Mississippi Emergency Management Agency, and other agencies, boards, and commissions, to identify and provide appropriate personnel for conducting necessary and ongoing incident related assessments.

FURTHER, I direct the following:

Pursuant to Miss. Code Ann. § 33-15-11(c)(1) the provisions of state statutes, rules, regulations or orders may be temporarily suspended or modified if compliance with such provisions would prevent, hinder, or delay action necessary to cope with this outbreak.

Health care facilities that have invoked their emergency operation plans in response to this outbreak may implement the "alternative standards of care" plans provided therein, and such are declared to be the state approved standard of care in health care facilities to be executed by health care professionals and allied professions and occupations providing services in response to this outbreak.

All health care professionals and assisting personnel executing in good faith under the "alternative standards of care" are hereby declared to be "Emergency Management Workers" of the State of Mississippi for the purposes of Miss. Code Ann. Title 41.

The State Health Officer shall inform members of the public on how to protect themselves and actions being taken in response to this outbreak.

The Mississippi State Department of Health and Mississippi Emergency Management Agency seek federal assistance as may be available.

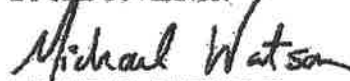


IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of the State of Mississippi to be affixed.

DONE in the City of Jackson, on the 14th day of March, in the year of our Lord, two thousand and twenty, and of the Independence of the United States of America, the two hundred and forty-fourth.


TATE REEVES
GOVERNOR

BY THE GOVERNOR


MICHAEL D. WATSON, JR.
SECRETARY OF STATE

CITY OF BYRAM AGENDA ITEM FACT SHEET

BOARD MEETING October 27,
DATE: 2022 AGENDA ITEM NO: (d)

CONSENT TO:
AGENDA:

FOR: Holidays for Thanksgiving and Christmas

ACCOUNT NO:

INTRODUCED BY: Angela Richburg, City Clerk

ATTACHMENTS:

	Description	Upload Date	Type	File Name
📎	Holidays	10/17/2022	Cover Memo	Thanksgiving_Christmas_and_New_Year_s_Holidays_2022.pdf

STATE OF MISSISSIPPI

Office of the Governor



PROCLAMATION

WHEREAS, pursuant to Mississippi Code Ann. Section 3-3-7(1), Thanksgiving Day, Christmas Day and New Year's Day are declared legal holidays in the State of Mississippi; and

WHEREAS, during the Thanksgiving holiday and the Christmas and New Year's season, many state employees will spend time with their families in Mississippi and in other states.

NOW, THEREFORE, I, Tate Reeves, Governor of the State of Mississippi, pursuant to the authority vested in me under the Constitution of the State of Mississippi and applicable statutes of the State of Mississippi, and consistent with the Federal holiday schedule, do hereby authorize the closing of all offices of the State of Mississippi on Thursday, November 24, 2022, in observance of THANKSGIVING DAY; on Monday, December 26, 2022, in observance of CHRISTMAS DAY; and on Monday, January 2, 2023, in observance of NEW YEAR'S DAY.

IN ADDITION, I hereby authorize the executive officers of all state agencies, in their discretion after considering the interests of the people of the State of Mississippi and the staffing needs of their respective agencies, to close all offices of the State of Mississippi on Friday, November 25, 2022, in further observance of the Thanksgiving holiday, and on Friday, December 23, 2022, in further observance of the Christmas season; and to staff their respective agencies as needed during the Thanksgiving holiday and the Christmas and New Year's season.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of the State of Mississippi to be affixed.

DONE in the City of Jackson, on the 10TH day of October in the year of our Lord, two thousand and twenty-two, and of the Independence of the United States of America, the two hundred and forty-seventh.


TATE REEVES
GOVERNOR

BY THE GOVERNOR



MICHAEL WATSON
SECRETARY OF STATE



CITY OF BYRAM AGENDA ITEM FACT SHEET

BOARD MEETING
DATE:

October 27,
2022

AGENDA ITEM NO: (e)

CONSENT
AGENDA: \$23,295.00

TO: Guest Consultants, Inc

FOR: charges from May through September, 2022

ACCOUNT NO:

INTRODUCED BY: Angela Richburg, City Clerk

ATTACHMENTS:

	Description	Upload Date	Type	File Name
	invoice	10/21/2022	Backup Material	Guest_invoice.pdf

Guest Consultants

May - September

post 9/30/22

Department	General Services Inv	Break Down
001 - 195 - 602	Admin-General	437.50
TOTAL		437.50
Projects & Plan Review		
	Invoice 6905	
	001-190-602	2,125.00
	001-301-602	1,345.00
	400-700-602	1,562.50
TOTAL		5,032.50
Sewer - Emergency Repair		
	Invoice 6909	
TOTAL	400-700-602	3,960.00
Trahonto I-55 Interceptor		
	Invoice 6906	
TOTAL	400-700-602	12,987.50
Sewer Consent -Jackson		
	Invoice 6908	
TOTAL	400-700-602	135.00
Sewer Interceptor 22-050		
	Invoice 6907	
TOTAL	400-700-602	742.50
TOTAL		23,295.00

GUEST CONSULTANTS, INC.

CITY OF BYRAM
- INVOICES - OCTOBER 2022

6906	22-050	10/21/2022	\$12,987.50
6907	22-051	10/21/2022	\$ 742.50
6908	22-058	10/21/2022	\$ 135.00
6909	22-097	10/21/2022	\$ 3,960.00
6905	B-2012-125	10/21/2022	\$ 5,032.50
6904	B-2009-126	10/21/2022	<u>\$ 437.50</u>
TOTAL			\$23,295.00

RECEIVED
OCT 20 2022
BYRAM PURCHASING

Guest Consultants, Inc.
P.O. Box 1225
Brandon, MS 39043
601-825-8341

City of Byram
P.O.Box 720222
Byram, MS 39272
Eric Munden

Invoice number 6904
Date 10/21/2022

Project **B-2009-126 City of Byram - General services**



Invoice Summary

Description	Prior Billed	Total Billed	Current Billed
SURVEY	1,862.50	1,862.50	0.00
ENGINEERING	224,679.00	225,116.50	437.50
Total	226,541.50	226,979.00	437.50

Professional Fees

	Hours	Rate	Billed Amount
05/10/2022			
Project Engineer I	1.00		0.00
Draw deeds for fire station			
08/09/2022			
Principal	1.50	125.00	187.50
Hazard Mitigation materials			
08/23/2022			
Principal	2.00	125.00	250.00
Hazard Mitigation meeting			
Professional Fees subtotal	4.50		437.50

Invoice total **437.50**

PAYABLE UPON RECEIPT - Finance Charges added to accounts over 90 days past due.
Thank you for your business

Guest Consultants, Inc.
P.O. Box 1225
Brandon, MS 39043
601-825-8341

City of Byram
P.O. Box 720222
5901 Terry Road
Byram, MS 39272

Invoice number 6905
Date 10/21/2022

Project B-2012-125 City of Byram - Projects &
Plan review

Invoice Summary

Description	Prior Billed	Total Billed	Current Billed
ENGINEERING	95,922.22	100,954.72	5,032.50
Total	95,922.22	100,954.72	5,032.50

Professional Fees

	Hours	Rate	Billed Amount	
08/01/2022				
Principal	2.00	125.00	250.00	190
Tractor Supply utilities				
08/04/2022				
Principal	3.00	125.00	375.00	400
Inspection - water & sewer Cedars of Byram Estates				
Tractor Supply - revisions				
08/09/2022				
Principal	2.00	125.00	250.00	190
Plan review - Storage Max				
08/11/2022				
Principal	1.50	125.00	187.50	190
Flood plain questions				
08/16/2022				
Principal	1.50	125.00	187.50	190
Tractor Supply road				
08/17/2022				
Principal	1.50	125.00	187.50	400
Cedars of Byram sewer				
08/19/2022				
Principal	4.00	125.00	500.00	400
Sewer test Cedars of Byram				
08/23/2022				
Principal	7.00	125.00	875.00	190
Tractor Supply road				
Sewer testing - Cedars of Byram Estates				
08/29/2022				
Principal	3.00	125.00	375.00	190
Plan review - Tractor Supply revisions				

Professional Fees

	Hours	Rate	Billed Amount	
08/31/2022				
Principal	4.00	125.00	500.00	301
Cedars of Byram storm drain				
09/06/2022				
Principal	4.00	125.00	500.00	301
Storm drain - Cedars of Byram Estates				
Tractor Supply road				
09/09/2022				
Principal	4.00	125.00	500.00	400
Sewer testing on lines				
09/20/2022				
Principal	2.00	125.00	250.00	301
Storm drain inspection- Cedars of Byram				
09/21/2022				
Engineer I	1.00	95.00	95.00	301
Storm drain problem				
Professional Fees subtotal	40.50		5,032.50	
Invoice total			5,032.50	

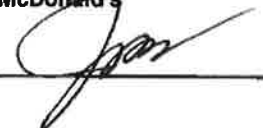
PAYABLE UPON RECEIPT - Finance Charges added to accounts over 90 days past due.
Thank you for your business

Guest Consultants, Inc.
P.O. Box 1225
Brandon, MS 39043
601-825-8341

City of Byram
P.O. Box 720222
5901 Terry Road
Byram, MS 39272

Invoice number 6909
Date 10/21/2022

Project 22-097 City of Byram - Emergency
sewer repair - McDonald's



Invoice Summary

Description	Prior Billed	Total Billed	Current Billed
ENGINEERING	0.00	3,960.00	3,960.00
Total	0.00	3,960.00	3,960.00

Professional Fees

	Hours	Rate	Billed Amount
09/13/2022			
Principal	5.00	135.00	675.00
Emergency sewer repair on site with Bill			
Project Engineer I	3.00	90.00	270.00
Byram meeting on sewer repair			
Subtotal	8.00		945.00
09/14/2022			
Principal	5.00	135.00	675.00
On site contractors - determine quantities			
Project Engineer I	1.50	90.00	135.00
Draw plans			
Subtotal	6.50		810.00
09/15/2022			
Principal	5.00	135.00	675.00
Quantities & drawings			
09/16/2022			
Project Engineer I	4.00	90.00	360.00
Site visit; draw plans for design			
09/19/2022			
Principal	3.00	135.00	405.00
Get bids - meet with City			
Project Engineer I	1.00	90.00	90.00
Bid tab			
Subtotal	4.00		495.00
09/20/2022			
Principal	3.00	135.00	405.00
Contract for emergency repair for Delta			
09/23/2022			
Principal	2.00	135.00	270.00

Professional Fees

	Hours	Rate	Billed Amount
09/23/2022			
Delta meeing & schedule			
Professional Fees subtotal	32.50		3,960.00
		Invoice total	3,960.00

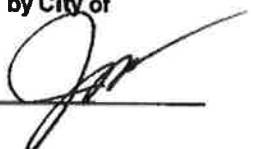
PAYABLE UPON RECEIPT - Finance Charges added to accounts over 90 days past due.
Thank you for your business

Guest Consultants, Inc.
P.O. Box 1225
Brandon, MS 39043
601-825-8341

City of Byram
P.O. Box 720222
5901 Terry Road
Byram, MS 39272

Invoice number 6908
Date 10/21/2022

Project 22-058 City of Byram - Sewer Consent
Decree info requested by City of
Jackson



Invoice Summary

Description	Prior Billed	Total Billed	Current Billed
ENGINEERING	2,720.00	2,855.00	135.00
SURVEYING	405.00	405.00	0.00
Total	3,125.00	3,260.00	135.00

Professional Fees

	Hours	Rate	Billed Amount
08/16/2022			
Principal	1.00	135.00	135.00
Jackson questions on sewer			

Invoice total **135.00**

PAYABLE UPON RECEIPT - Finance Charges added to accounts over 90 days past due.
Thank you for your business

Guest Consultants, Inc.
P.O. Box 1225
Brandon, MS 39043
601-825-8341

City of Byram
P.O. Box 720222
5901 Terry Road
Byram, MS 39272

Invoice number 6907
Date 10/21/2022

Project 22-051 City of Byram - project to de-sludge the first cell of sewer interceptor



Invoice Summary

Description	Prior Billed	Total Billed	Current Billed
SURVEYING	675.00	675.00	0.00
ENGINEERING	8,463.75	9,206.25	742.50
Total	9,138.75	9,881.25	742.50

Professional Fees

	Hours	Rate	Billed Amount
08/10/2022			
Principal	2.00	135.00	270.00
Sledge disposal specs			
08/16/2022			
Principal	1.50	135.00	202.50
Specs			
08/29/2022			
Principal	2.00	135.00	270.00
Conference call - Mark Hannah			
Professional Fees subtotal	5.50		742.50
Invoice total			742.50

PAYABLE UPON RECEIPT - Finance Charges added to accounts over 90 days past due.
Thank you for your business

Guest Consultants, Inc.
P.O. Box 1225
Brandon, MS 39043
601-825-8341

City of Byram
P.O. Box 720222
5901 Terry Road
Byram, MS 39272

Invoice number 6906
Date 10/21/2022

Project 22-050 City of Byram - Sanitary sewer
Inteceptor/design/specifications -
Trahon to I-55



Invoice Summary

Description	Prior Billed	Total Billed	Current Billed
ENGINEERING	9,790.00	22,777.50	12,987.50
Total	9,790.00	22,777.50	12,987.50

Professional Fees

	Hours	Rate	Billed Amount
07/26/2022			
Principal	4.00	135.00	540.00
Easements			
07/28/2022			
Principal	3.00	135.00	405.00
Layout & map			
08/02/2022			
Principal	3.00	135.00	405.00
Right-of-way easements			
08/03/2022			
Principal	5.00	135.00	675.00
Basin hydraulics			
08/05/2022			
Principal	4.00	135.00	540.00
Basin hydraulics			
08/08/2022			
Principal	4.00	135.00	540.00
Depths & grades			
08/09/2022			
Principal	2.50	135.00	337.50
Meeting with Bill & salesman			
08/10/2022			
Principal	5.00	135.00	675.00
Pipe materials			
Engineer I	9.00	95.00	855.00
Design drawings & specs for sewer improvements			
Subtotal	14.00		1,530.00

Professional Fees

	Hours	Rate	Billed Amount
08/11/2022			
Principal	5.00	135.00	675.00
Basin hydraulics			
08/15/2022			
Principal	4.00	135.00	540.00
Basin hydraulics			
Engineer I	5.00	95.00	475.00
Excavation quantities; permitting w/Jackson			
Subtotal	9.00		1,015.00
08/16/2022			
Engineer I	5.00	95.00	475.00
Excavation quantities; SWPPP; Erosion control			
08/17/2022			
Principal	5.00	135.00	675.00
Basin hydraulics			
08/22/2022			
Principal	7.00	135.00	945.00
Basin hydraulics			
08/25/2022			
Principal	7.00	135.00	945.00
Basin hydraulics; make pipe sizes			
09/01/2022			
Principal	5.00	135.00	675.00
Pipe sizes verification and grades			
09/08/2022			
Principal	5.00	135.00	675.00
Specs			
09/12/2022			
Principal	6.00	135.00	810.00
Details			
09/14/2022			
Principal	2.00	135.00	270.00
Grades			
09/15/2022			
Engineer I	9.00	95.00	855.00
Specs & quantities; prepare preliminary reports			
Professional Fees subtotal	104.50		12,987.50
Invoice total			12,987.50

PAYABLE UPON RECEIPT - Finance Charges added to accounts over 90 days past due.
 Thank you for your business

CITY OF BYRAM AGENDA ITEM FACT SHEET

BOARD MEETING October 27,
DATE: 2022

AGENDA ITEM NO: (f)

CONSENT
AGENDA:

TO:

FOR:

ACCOUNT NO:

INTRODUCED BY:

ATTACHMENTS:

Description	Upload Date	Type	File Name
No Attachments Available			

CITY OF BYRAM AGENDA ITEM FACT SHEET

BOARD MEETING
DATE:

October 27,
2022

AGENDA ITEM NO: (g)

CONSENT
AGENDA: \$1,500.00

TO: Boondocks

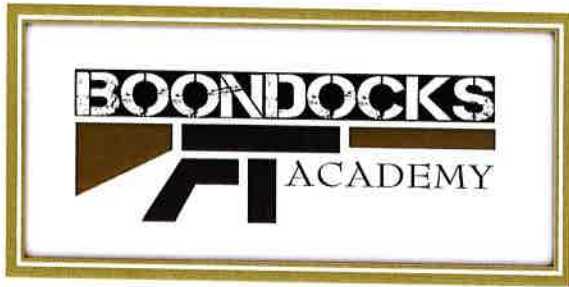
FOR: one year membership agreement

ACCOUNT NO: 001-200-622

INTRODUCED BY: Chief David Errington

ATTACHMENTS:

	Description	Upload Date	Type	File Name
	invoice	10/21/2022	Backup Material	Boondocks.pdf



Boondocks Firearms Training Academy

11771 Hwy 18 Raymond, Mississippi 39154 (769)972-2382

Byram PD Corporate LE Membership Invoice

October 18, 2022

David Errington
Chief of Police
141 Southpointe Drive
Byram, MS 39272

DATE	DESCRIPTION	UNIT PRICE	QUANTITY	TOTAL
10/18/2022	Corporate Law Enforcement membership	\$1,000	1	\$1,000
10/18/2022	Shoothouse Add On (3 Sessions)	\$ 250	1	\$ 250
10/18/2022	Simulator Add On (3 Sessions)	\$ 250	1	\$ 250
			TOTAL	\$ 1,500

Chad Winkler

A handwritten signature in black ink, appearing to read "Chad Winkler", is written over a horizontal line.

General Manager

CITY OF BYRAM AGENDA ITEM FACT SHEET

BOARD MEETING October 27,
DATE: 2022

AGENDA ITEM NO: (h)

CONSENT AGENDA:

TO: Metrix Solutions-190 E. Capitol
St., Ste.175-Jackson, MS 39201

FOR: 5 Year Lease Agreement for BodyWorn Hardware & AVail Web Bundle

ACCOUNT NO: 001-200-640

INTRODUCED BY: David W. Errington, Chief

DISCUSSION: Five Year Lease:

1st Yr. \$79,078.00 - 10/07/2022

2nd Yr.\$79,078.00 - 10/01/2023

3rd Yr. \$79,078.00 - 10/01/2024

4th Yr. \$79,078.00 - 10/01/2025

5th Yr. \$79,078.00 - 10/01/2026

ATTACHMENTS:

Description	Upload Date	Type	File Name
▣ METRIX SOL	10/21/2022	Cover Memo	2022_METRIX_SOL_BODY_WORN_RENEW.pdf



We have prepared a quote for you

Byram PD - BodyWorn Renewal - 2022-10-7

Quote # 052274
Version 2

Prepared for:

Byram Police Department

David Errington
derrington@byram-ms.us

Bundles

Item	Description	Price	Qty	Ext. Price
BW-S-4005-R	AVaiL Web SaaS and Warranty and 24/7 Technical Support for BodyWorn - From 12/1/2022 to 11/30/2027	\$4,950.00	22	\$108,900.00
BW-S-4005-R	AVaiL Web SaaS and Warranty and 24/7 Technical Support for BodyWorn - From 03/01/2023 to 11/30/2027	\$4,785.00	4	\$19,140.00
IOTCOM-S-4005-R	AVaiL Web SaaS, Warranty, & SupportServices for Rocket IoT Communications - 5 Years -03/01/2022 to 11/30/2027	\$1,740.00	2	\$3,480.00
IOTVID-S-4005-R	AVaiL Web SaaS and Warranty with 24/7 Technical Support for Rocket IoT (In-Car Video Only) - 5 Years - From 07/01/2023 to 11/30/2027	\$9,342.00	25	\$233,550.00
BodyWorn Refresh	BodyWorn Hardware Refresh - Includes Media Controller, Charging Cables, Case, Holster, and Screen Protector	\$900.00	26	\$23,400.00
ALPR-S-4005	AVaiL Web SaaS and Warranty with 24/7 Technical Support for ALPR - 5 Years	\$9,725.00	2	\$19,450.00
ALPR-H-4001-X5	ALPR Video System Hardware Bundle	\$1,475.00	2	\$2,950.00
IOTRM-S-4004-R	Renewal of AVaiL SaaS, Warranty & Storage for RocketIoT Interview Room - 4 Years	\$15,320.00	1	\$15,320.00
CAD-I-4001	CAD Integration	\$15,000.00	1	\$15,000.00
DISCOUNT	Discount with Multi-Year Agreement	(\$45,800.00)	1	(\$45,800.00)
B07K6HJTK2	Mini Portable Charger 5V 2A 5000mAh USB External Backup Lightweight Travel Thin Ultra Slim Tiny Mobile Rechargeable Battery Pack	\$0.00	26	\$0.00
B08LL1SVZD	6 inch Short USB C Charging Cord, 5 Pack Durable USB A to USB Type C 3A Fast Charging Cable for Charging Station	\$0.00	6	\$0.00

Subtotal: \$395,390.00

Byram PD - BodyWorn Renewal - 2022-10-7

Prepared by:

Metrix Solutions

Shelby McCullouch
601-863-0086
Fax 601-510-9718
shelbymccullouch@pileum.com

Prepared for:

Byram Police Department

141 Southpointe Dr
Byram, MS 39272
David Errington
derrington@byram-ms.us
(601) 372-2327

Quote Information:

Quote #: 052274

Version: 2

Delivery Date: 10/07/2022

Expiration Date: 10/20/2022

Quote Summary

Description	Amount
Bundles	\$395,390.00

Total: \$395,390.00

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

Signature

Date

Metrix - Payment Terms

- **Payment Schedule:**

1. Year 1 - \$79,078.00
2. Year 2 - \$79,078.00
3. Year 3 - \$79,078.00
4. Year 4 - \$79,078.00
5. Year 5 - \$79,078.00

- Once order has been submitted and processed by Metrix Solutions, a restocking fee may apply if customer decides to cancel the order. Please note that this document is a sales quotation and not an invoice. An invoice will be sent upon delivery of items and/or services ordered. Payment is due upon receipt of invoice. A 1% per month interest charge begins at 30 days.
- During the term of this contract, the customer will be able to purchase additional systems at the same pricing level. Upon contract expiration, the renewal cost for the systems purchased under this contract will increase by no more than 10%.

Signature: _____

Printed Name: _____

Title: _____

Date: _____

► Metrix - New Terms and Conditions

Terms and Conditions for BodyWorn

T-1. CONTRACT

This Sales Contract (hereinafter Agreement) is entered into by and among Metrix Solutions (hereinafter SELLER), Utility Associates Inc. (hereinafter MANUFACTURER) and Byram Police Department (hereinafter BUYER). The Terms and Conditions and order information set forth in this document or incorporated by reference and any modification made pursuant to it shall constitute the complete and exclusive written expression of the terms and conditions of the agreement between the parties, and supersedes all prior or contemporaneous proposals (oral or written), understandings, representations, conditions, warranties, covenants, and all other communications between the parties relating to the subject matter of this contract. The terms and conditions of this Agreement as set out herein may not in any way be explained or supplemented by a prior or existing course of dealings between the parties by any usage of trade or custom, or by any prior performance between the parties pursuant to this contract or otherwise and may not be modified in any way by any subsequent orders, proposals, acknowledgments, or other communications which relate to said order, unless specifically agreed in writing by BUYER, SELLER and MANUFACTURER. Neither SELLER nor MANUFACTURER is responsible for typographical errors made in any of its publications, or for stenographic or clerical errors made in preparation of quotations, acknowledgments, or specifications. All such errors are subject to correction. All prices are based on the quantity and delivery shown on the quotation or acknowledgment.

T-2. LIMITED WARRANTY

Products sold by SELLER pursuant to this Agreement have been manufactured by MANUFACTURER and accordingly are warranted by MANUFACTURER at time of shipment to be free from defects in material and workmanship under normal use and service. This warranty is only applicable to any of MANUFACTURER's products which BUYER returns to MANUFACTURER within one (1) year from the date of initial delivery, and which MANUFACTURER determines to be defective within the terms of this warranty. Products are warranted by MANUFACTURER at time of shipment to be free from defects in material and workmanship under normal use and service. MANUFACTURER'S obligations, with respect to such applicable warranty returns, are limited to repair, replacement, or refund of the purchase price actually paid for the product, at MANUFACTURER's sole option. MANUFACTURER shall bear round-trip shipment costs of defective items found to be covered by this warranty. Defective Products or parts thereof may be replaced with either new, factory refurbished, or remanufactured parts. Defective parts, which have been replaced, shall become the MANUFACTURER's property. This warranty does not extend to any MANUFACTURER product which has been subjected to misuse, neglect, accident, improper installation, or a use for purposes not included or not in accordance with operational maintenance procedures and instructions furnished by MANUFACTURER, or which has been repaired or altered by BUYER or persons other than MANUFACTURER or which has been damaged by secondary causes, including but not limited to, improper voltages, adverse environment conditions, improper signals, or products which have had their serial number or any part thereof altered, defaced, or removed. MANUFACTURER liability does not cover normal wear and tear or deterioration. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WRITTEN, EXPRESS, IMPLIED OR STATUTORY WARRANTIES. IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY AND DESIGN WARRANTIES ARE SPECIFICALLY EXCLUDED AND SHALL NOT APPLY.

T-3. LIMITATION OF LIABILITY

IN NO EVENT WILL SELLER BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, DAMAGES RESULTING FROM LOSS OF PROFIT OR REVENUE, INSTALLATION OR REMOVAL COSTS OR COSTS OF SUBSTITUTE PRODUCTS. BUYER AGREES THAT ANY BASIS FOR IMPOSING ANY LIABILITY ON SELLER FOR PROPERTY DAMAGE, PERSONAL INJURY, OR DEATH, OR LEGAL EXPENSES RELATING TO THE SALE OR USE OF SELLER'S PRODUCTS SHALL BE VOID AND UNENFORCEABLE TO THE EXTENT NOT PROHIBITED BY LAW. THE TOTAL LIABILITY OF SELLER ON ANY CLAIM, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, ARISING

Initials: _____

OUT OF, CONNECTED WITH OR RESULTING FROM THE MANUFACTURE, SALE, DELIVERY, RESALE, REPAIR, REPLACEMENT OR USE OF ANY PRODUCT WILL NOT EXCEED THE PRICE PAID FOR THE PRODUCT OR PART THEREOF WHICH GIVES RISE TO THE CLAIM. BUYER AGREES TO HOLD SELLER HARMLESS FROM ALL LIABILITIES AND CLAIMS ARISING FROM USE OF SELLER'S PRODUCT.

T-4. DELIVERY

The shipment date set out herein is SELLER's best estimate of the time material will be shipped from MANUFACTURER, and neither SELLER nor MANUFACTURER assumes any liability for loss, damage, or consequential damages due to delays for any reason. In no way shall SELLER be bound to a firm shipment or delivery date, regardless of the wording in the BUYER's order, except if expressly agreed to in writing by SELLER.

T-5. SHIPMENTS

All shipments are F.O.B. MANUFACTURER's warehouse. SELLER assumes no liability for loss, delay, breakage, or damage after delivering packaged products in good order to the carrier. All risks of loss transfer to the BUYER upon delivery of the goods to the carrier at the F.O.B. point. All transportation and shipment costs are the sole liability of the BUYER.

T-6. ACCEPTANCE

Final acceptance or rejection of the goods to the contractual requirements shall be at MANUFACTURER's warehouse in accordance with MANUFACTURER's standard acceptance procedure within thirty (30) days after written notice to BUYER of acceptance test schedule. Title shall pass to the BUYER upon acceptance of each line item at MANUFACTURER's warehouse. Upon acceptance of each unit of goods, BUYER waives any right to revoke such acceptance for any reason, whether known or unknown to BUYER at the time of acceptance. BUYER's sole and exclusive remedy regarding any defect or nonconformance becoming apparent in the goods after such acceptance shall be as set out in Clause T-2 hereof entitled WARRANTY.

T-7. FORCE MAJEURE

In no event shall SELLER or MANUFACTURER be liable for any losses or damages (including incidental or consequential damages), delays or defaults occasioned by: (1) acts of God or of a public enemy, (2) acts of the United States or any state or political subdivision thereof, (3) fires, floods, explosions or other catastrophes, (4) epidemics and quarantine restrictions, (5) strikes, slowdowns or labor stoppages of any kind, (6) freight embargoes, (7) unusually severe weather (8) delays of a supplier, or (9) causes beyond the control of SELLER or MANUFACTURER.

T-8. TERMINATION

In the event of termination of all or any part of the order by BUYER or SELLER prior to completion of performance hereunder, SELLER shall be entitled to the amount owed as of the date of termination, which is calculated based on the total project value less the pro-rated amount to be refunded. The amount refunded is calculated as a percentage of time remaining on the original contract.

T-9. PATENTS, TRADEMARKS, AND COPYRIGHTS

None of the MANUFACTURER's patent, trademark, copyright, or trade secret rights is transferred to BUYER other than the right to use products manufactured by MANUFACTURER and supplied by Seller in the normal course of its business.

Initials: _____

T-10. BUYER'S DATA

BUYER agrees that all data furnished in conjunction with its order together with any information furnished orally shall be free from proprietary or confidentiality restriction except as otherwise agreed in writing by SELLER.

T-11. PRICE, QUANTITY AND TAXES

The prices and quantities set out herein represent the quantity information contained in BUYER's order to SELLER, and SELLER's agreed-to-price therefore, and shall be controlling. In case of dispute, both parties shall in good faith seek to reach agreement in accord with the original agreed-to-order. BUYER agrees to pay all applicable federal, state and local revenue, excise, sales, use or similar taxes. BUYER, at SELLER's discretion, shall provide SELLER with a suitable tax-exempt certificate acceptable to the taxing authorities.

T-12. CHANGES

Any changes by BUYER relating to the work to be performed, method of shipment or packing, schedule, or place of delivery must be made by written order to SELLER. If such changes cause an increase or decrease in the cost of performance or in the time required for performance, SELLER shall be entitled to an equitable adjustment and the contract shall be modified accordingly prior to implementation of the change.

T-13. TERMS OF PAYMENT

Payment is due thirty (30) days from the date of shipment, contingent upon credit approval, unless otherwise specified on the invoice. Each shipment shall be considered a separate and independent transaction and therefore payment shall be made accordingly without any setoff. If shipments are delayed by or at the request of BUYER, Amounts outstanding and unpaid beyond the time specified in these terms may, at the sole discretion of the SELLER, accrue interest at 1.5% per month for the duration of the unpaid balance. Orders for custom or special products and/or services are irrevocable and may require advance payment. Failure of BUYER to make payments shall be grounds for SELLER to delay shipment, place the BUYER on Credit Hold or terminate the contract in whole or in part.

T-14. LETTER OF CREDIT

SELLER shall not be obligated to provide a letter of credit or other form of contract guarantee for payments received prior to final delivery.

T-15. ASSIGNMENT

Neither this contract nor any interest herein may be assigned by BUYER, either voluntarily or by operation of law without the prior written consent of SELLER. No consent shall be deemed to relieve BUYER of its obligations to fully comply with the requirements hereof. SELLER may, without BUYER's consent, assign any monies due or to become due hereunder.

T-16. JURISDICTION

This contract shall be governed by and construed according to the Laws of the State of Georgia, and exclusive jurisdiction and venue shall lie in the courts of the State of Georgia.

T-17. MERCHANDISE AND CLAIM TERMS

Orders cancelled by BUYER will be subject to a cancellation charge not to exceed 20% of the value of the cancelled order, at SELLER's discretion.

Initials: _____

T-18. RETURNED GOODS

No merchandise will be accepted for return without written authorization. All returns must be unused, undamaged, in the original factory carton, and accompanied by a "Return Material Authorization" (RMA) number and a copy of the SELLER invoice. Restocking charges apply to returned goods depending upon the circumstances of return and condition of product. All returned goods must be shipped prepaid, insured, and properly packed and the RMA number must be referenced on all correspondence and must be visible on the exterior of the carton.

T-19. GENERAL

MANUFACTURER reserves the right to make changes in design, at any time, without incurring any obligations to provide same on units previously purchased or to continue to supply obsolete units or parts. The invalidity in whole or in part of any provision of this Agreement shall not affect the validity of other provisions. The failure of either party to insist, in any one or more instances, upon the performance of any term or terms of this order shall not be construed as a waiver or relinquishment of that party's right to such performance or to future performance of such a term or terms, and the other party's obligation in respect hereto shall continue in full force and effect.

SELLER specifically rejects and objects to BUYER issuance of any unilateral order not in full compliance and agreement with these SELLER Terms and Conditions of Sale, except if expressly agreed to in writing by SELLER.

Signature: _____

Printed Name: _____

Title: _____

Date: _____

CITY OF BYRAM AGENDA ITEM FACT SHEET

BOARD MEETING DATE: October 27,
2022

AGENDA ITEM NO: (i)

CONSENT
AGENDA: \$2,893.00

TO: Leads Online, LLC-6900 Dallas
Parkway, Ste.825-Plano, TX 75024

FOR: Annual Renewal of TotalTrack Investigation System

ACCOUNT NO: 001-200-681

INTRODUCED BY: David W. Errington, Chief

DISCUSSION: This is an annual renewal for a service used as an investigative tool by
CID.

ATTACHMENTS:

	Description	Upload Date	Type	File Name
▣	2022 LEADS ONLINE RENEWAL	10/21/2022	Cover Memo	2022_LEADS_ONLINE.pdf



6900 Dallas Parkway, Suite 825
Plano, Texas 75024-4200

RENEWAL INVOICE

Byram Police Department
PO Box 720222
Byram, MS 39272

Invoice #: 400872
Invoice Date: 08/15/2022
Agency ID: 7749
Renews: 10/15/2022

Service Dates:	PO Number:
10/15/2022 - 10/14/2023	
Description	Total
LeadsOnline TotalTrack Investigation System Service Package	\$2,879.00
Payment is due within 30 days of renewal. Please remit payment to: LeadsOnline LLC, 6900 Dallas Parkway, Suite 825, Plano, TX 75024 - 4200 We accept Checks, Credit Cards, and EFT/ACH Payments Purchase Orders should be emailed to accounting@leadsonline.com	
Total: \$2,879.00	

Submit a Payment Online - No Login Required:
www.leadsonline.com/payments

Update Your Billing Contact Information:
www.leadsonline.com/update

Download our W-9:
www.leadsonline.com/w9

For questions about your LeadsOnline Service,
Subscription Package or Agency/User Accounts please
call 972-361-0900 or email support@leadsonline.com

For questions about your Invoice, Vendor Forms or
General Billing Inquiries please email
accounting@leadsonline.com

CITY OF BYRAM AGENDA ITEM FACT SHEET

BOARD MEETING
DATE:

October 27,
2022

AGENDA ITEM NO: (j)

CONSENT
AGENDA: \$595.00

TO: Daigle Law Group, LLC

FOR: Online Internal Affairs Training Course

ACCOUNT NO: 001-200-611

INTRODUCED BY: David W. Errington, Chief

ATTACHMENTS:

	Description	Upload Date	Type	File Name
▣	2022 Det. Sgt. Kendrick On-line IA Training	10/21/2022	Cover Memo	2022_M_KENDRICK_ONLINE_INTERNAL_AFF.pdf



Conducting Proper and Effective Investigations

4-Week Online Certification Program - November 2022

Register Now



Register Now: Online Internal Affairs Training

4-Week Standard Program starting November 3, 2022

\$595 per student

Join professionals from across the country for a virtual 4-week Internal Affairs certification training program. Attorney Eric Daigle and the DLG staff will instruct these classes online from our state of the art Learning Center. You will experience the future of continued education with no travel costs and the same quality engaging 4.5 day certification training. The Internal Affairs class will run virtually one day a week for three weeks and 1.5 days in the fourth week.

This Internal Affair Program Reviews:

- Administration of the Internal Affairs Process
- Ethics and Integrity
- Agency Policies and Procedures
- The Complaint Process
- Investigation of Personnel Complaints
- Administrative Law
- The Interview Process
- Special Investigations (Sexual Misconduct/Domestic Violence by Police Officers)
- Use of Force Reporting
- First Amendment and Free Speech Issues for Police
- Audits and Inspections

The focus of this program is to identify proper legal and operational standards for Internal Affairs

Investigations, including the development of appropriate police practices on the use of force and force related policies. The training will focus on enhancing the effectiveness, operations, and management of the use of force incidents. We will also discuss how police agencies can investigate incidents and audit to ensure that policies and training are being followed. **No prior experience necessary.**

Testimonials:

98% of past attendees (2021 Survey) said they would recommend the Daigle Law Group Virtual Internal Affairs training to their colleagues.

Webinar Schedule:

November 3, 2022

 9 AM - 12 PM EST

 1 PM - 4:30 PM EST

November 10, 2022

 9 AM - 12 PM EST

 1 PM - 4:30 PM EST

November 17, 2022

 9 AM - 12 PM EST

 1 PM - 4:30 PM EST

November 21 & 22, 2022

 9 AM - 12 PM EST

 1 PM - 4:30 PM EST

 9 AM - 12 PM EST (Sept 30)

Training Partner

National Internal Affairs Investigators Association

NIAIA is a professional association including investigators from a variety of public safety and academic agencies including police, corrections, fire, and EMS.

CITY OF BYRAM AGENDA ITEM FACT SHEET

BOARD MEETING
DATE:

October 27,
2022

AGENDA ITEM NO: (k)

CONSENT
AGENDA: \$45.00

TO: Mississippi Fire Chief's
Association

FOR: Annual Dues for M. Sterling

ACCOUNT NO: 001-260-622

INTRODUCED BY: Fire Chief Fred Green

ATTACHMENTS:

	Description	Upload Date	Type	File Name
▣	Application for Membership	10/20/2022	Cover Memo	CCF_000020.pdf

Mississippi Fire Chiefs Association
P.O. Box 5231
Jackson, MS 39296
(601) 981-2915

Application for Membership

(Please Print)

Name: Michael Sterling

Address: 5453 mimosa Dr

City: Jackson State: MS Zip: 39206

County: Hinds Email: msterling@byram-ms.us

Home Phone: 601-981-5404 Business Phone: 601-351-9700

Department or Organization: Byram Fire Dept

How long with Dept. or Org. 5 yrs Rank/Title: Fire Marshal

Signature: Michael Sterling Date: 10-18-22

MEMBERSHIP DUES

\$45.00 annually

Every active person eligible to become a member of this association shall submit an application to the Secretary, with the entrance fee.

Annual dues are payable on the first day of each year.

CITY OF BYRAM AGENDA ITEM FACT SHEET

BOARD MEETING
DATE:

October 27,
2022

AGENDA ITEM NO: (I)

CONSENT
AGENDA: \$75.00

TO: Lamar County Fire Services

FOR: Registration for M. Sterling to attend 2022 Mid-Winter Fire Chief's Conference in Hattiesburg, MS

ACCOUNT NO: 001-260-610/611

INTRODUCED BY: Fire Chief Fred Green

ATTACHMENTS:

	Description	Upload Date	Type	File Name
▣	Registration Form & Estimated Expenses Form	10/20/2022	Cover Memo	CCF_000019.pdf

CITY OF BYRAM
REQUEST FOR ESTIMATED
TRAVEL EXPENSES

All travel expenses must have Department Head and Board
approval **prior** to commencement of travel.

Person Traveling: Michael Sterling

Department: Fire

Account #: 001-260-610

Department Head Approval: _____

City Clerk: _____

Dates of Travel: 12/6 - 8, 2022

Reason for Travel: 2022 Mid-Winter Fire Chief's Conference

Destination: Hattiesburg, MS

Mode of Transportation: Private _____ City X

Total Miles: 190 per mile 41.80

Airfare: _____

Rental Car: _____ Days @ \$ _____ per day _____

Lodging: 2 # Nights x \$101.00 \$202.00

Hotel to send prepayment to: Candlewood Suites Hattiesburg Confirmation #27980852

Address: _____

Meals: 3 days @ \$46.00 per day = \$138.00

Extra Costs: _____

Hotel parking _____

Total not to exceed per diem per day unless otherwise Approved By: J. Green

Department Head _____

City Clerk _____

Purchasing Clerk _____

Total Expense \$381.80

A RETURN FROM TRAVEL FORM

Is to be filled out & turned into Purchasing Clerk within 5 days of returning to work.



2022 MID-WINTER FIRE CHIEF'S CONFERENCE
"INSPIRING TODAY'S LEADERS"
DECEMBER 6-8, 2022

Lake Terrace Convention Center
One Convention Center Plaza
Hattiesburg, MS 39401

Name (Print): Michael Sterling Title: Fire Marshal
Department: Byram Fire Dept
Address: 200 Byram Parkway
City: Byram State: MS Zip Code: 39272
Phone: 601-351-9700 Email: msterling@byram-ms.us

Registration Fee - \$75.00 (Fee will increase to \$85 after Monday, November 7, 2022)

Early Registration: 1 @ \$75.00 = \$ 75.00

Late Registration: _____ @ \$85.00 = \$ _____

Guest Registration: _____ @ \$25.00 = \$ _____

Please make all checks payable to: Lamar County Fire Services
Attn: Kyle Hill, Fire Coordinator
P.O. Box 1240
Purvis, MS 39475

Host Hotel:

Double Tree by Hilton
10 Gateway Dr
Hattiesburg, MS 39402
601-296-0302

Hilton Registration Link

Group Name: MS Fire Chiefs Conference
Rooms Blocks are held through Availability
Group Rates are good through 11/15/2022
\$139 per night plus tax and fees

Candlewood Suites Hattiesburg
9 Gateway Dr
Hattiesburg, MS 39402
601-264-9666

Candlewood Registration Link

Group Name: MS Fire Chief
Rooms are held through Availability
Group Rates are good through 11/15/2022
\$101 per night plus tax and fees

Mississippi Fire Chiefs Association
P.O. Box 5231
Jackson, MS 39296
(601) 981-2915

Application for Membership

(Please Print)

Name: Michael Sterling

Address: 5453 mimosa Dr

City: Jackson State: MS Zip: 39206

County: Hinds Email: msterling@byram-ms.us

Home Phone: 601-981-5404 Business Phone: 601-351-9700

Department or Organization: Byram Fire Dept

How long with Dept. or Org. 5 yrs Rank/Title: Fire Marshal

Signature: Michael Sterling Date: 10-18-22

MEMBERSHIP DUES

\$45.00 annually

Every active person eligible to become a member of this association shall submit an application to the Secretary, with the entrance fee.

Annual dues are payable on the first day of each year.

CITY OF BYRAM AGENDA ITEM FACT SHEET

BOARD MEETING
DATE:

October 27,
2022

AGENDA ITEM NO: (m)

CONSENT
AGENDA: \$11,265.00

TO: Control Systems, Inc.

FOR: Control Panel for Byran Cove Pump Station

ACCOUNT NO: 400-700-916

INTRODUCED BY: Bill Miley, Director of Public Works

ATTACHMENTS:

	Description	Upload Date	Type	File Name
📎	Duplex Control Panel	10/19/2022	Cover Memo	Duplex_Control_Panel.pdf



CONTROL SYSTEMS, INC.

909 Quinn Street • Jackson, Mississippi 39202
P.O. Box 4852 • Jackson, Mississippi 39296-4852
Phone 601.355.8594 • FAX 601.355.8774

QUOTATION

Date
September 8, 2022
Quote #
BYRA0908 Bryan Cove

To:	Contact Info:	
City of Byram Post Office Box 720609 Byram, MS 39272	Glen Dorsey email: gdorsey@byram-ms.us phone: 769.220.4896	Cheri Bridges cbridges@byram-ms.us

Ref:	
Bryan Cove Pump Station Byram, MS	

Item	Qty	Description	Amount
1	1	Duplex Control Panel 7.5HP, 240V, 3Ø, Pumps operating on 240V 1Ø Power NEMA 3R enclosure (approximately 48"H x 36"W x 16"D), anodized aluminum deadfront, power distribution block, main breaker operable through deadfront (non-interlocked), surge protective device, two combination circuit breaker variable frequency drives for 3Ø power conversion, two pump call relays, DC101 duplex controller, FT101 float test/improper sequence module, two screened louvers, one filter, one exhaust fan with thermostat, alarm light, and control power circuit breaker.	\$11,265.00
TOTAL NET (Freight Not Included – F.O.B. Factory)			\$11,265.00

Floats Not Included

Payment Terms: NET 30 DAYS

Submittal Shipment Approximately 4-5 weeks ARO

Material Shipment Approximately 6-7 weeks AAD

Note: CSI warranty will require proper grounding in accordance with the current edition of the NEC Article 250.
We require 25 Ohms maximum resistance.

400-700-916

Steve Hupperich

email: steveh@controlsinc.com

A 20% order cancellation fee will be enforced if cancelled after submittals are complete.

Applicable taxes are **NOT** included.

This quotation is good for 30 days

As a supplier, CSI does **NOT** allow retainage against invoices.



318 LEGGETT DR., RICHLAND, MS 39218
PHONE (601) 664-0233 FAX (601) 664-0144

QUOTATION

To: City of Byram

Date: 9/8/22

---Delivery: 1-2 weeks

- (1) Duplex control panel mfg. by Custom Control Technologies to include:
- NEMA 4X SST enclosure, NEMA 4X SST cooling fans, back panel and inner door, incoming power block, motor circuit breakers, control circuit breaker, Mitsubishi phase conversion VFD's, lights and switches to be 22mm, hand-off-auto switches, pump run lights, seal leak relays and lights, overtemp relays and lights, alternator w/ selector switch, alarm test switch, flashing red alarm light, audible horn with acknowledge, required control relays, ISR for 4 floats, elapsed time meters, U.L. 508A listing, terminal blocks and ground lugs.

****Net Price, FOB Factory, Full Freight Allowed ----- \$16,922.00****

****Delivery: 12-14 weeks**

CITY OF BYRAM AGENDA ITEM FACT SHEET

BOARD MEETING
DATE:

October 27,
2022

AGENDA ITEM NO: (n)

CONSENT
AGENDA: 6575.00

TO: Fluid Process & Pumps, LLC

FOR: New Rail System for Barnes Pump Station

ACCOUNT NO: 400-700-577

INTRODUCED BY:

ATTACHMENTS:

	Description	Upload Date	Type	File Name
📎	2 quotes	10/19/2022	Cover Memo	Barnes_Pump_Replacement.pdf



318 LEGGETT DR., RICHLAND, MS 39218
PHONE (601) 664-0233 FAX (601) 664-0144

QUOTATION

To: City of Byram
Attn: Glyn Dorsey

Date: 9/8/22
FPP Quote No.: 6273-rev.3

Ref: Barnes Pump Replacement

Fluid Process and Pumps, LLC is pleased to offer the following quote for the above referenced project:

- (2) Complete metal to metal rail systems to include:
- Discharge elbows, sealing flanges, upper guide brackets, SST guiderails, and SST lifting chains.

****Net Price, FOB Factory, Full Freight Allowed ----- \$6,575.00****

Notes:

****Price does not include additional piping, installation, or applicable taxes.**

****Price does include submittal data, start-up service, and O&M manuals.**

****Due to the nature of the current global supply chain Fluid Process and Pumps is not liable for any delays that are incurred due to issues that are out of our control. Lead times listed above are for the current estimated time based on the factories ability to acquire the products to finalize the build out of these systems. If the global supply chain falters and lead times rise this is not something we can control and will not be held liable for liquidated damages or any other financial burden.**

400-700-577



102 Katie St
Richland MS, 39218

Estimate

Date	Estimate #
9/15/2022	Q16812

City of Byram
P.O. Box 720222
Byram, MS 39272

Estimates Are Good For 15 Days Unless Otherwise Noted		Location	P.O. No.	Rep
				CS
Qty	Item	Description	Rate	Total
1	PP (Pump Parts)	(2) Complete metal to metal rail systems to include: • Discharge elbows, sealing flanges, upper guide brackets, SST guiderails, and SST lifting chains.	6,921.05	6,921.05
			Subtotal	\$6,921.05
			Sales Tax (7.0%)	\$0.00
			Total	\$6,921.05

PH# 601-939-2497
Fax# 601-939-6940

Email: CEMSI@Cooperelec.net

Freight not included in
pricing unless specified

CITY OF BYRAM AGENDA ITEM FACT SHEET

BOARD MEETING DATE: October 27,
2022

AGENDA ITEM NO: (o)

CONSENT
AGENDA: \$9,443.00

TO: Fluid Process & Pumps, LLC

FOR: New Pump at Crossbridge

ACCOUNT NO: 400-700-577

INTRODUCED BY: Bill Miley, Director of Public Works

DISCUSSION: Of the two quotes attached the Fluid Process & Pumps is a better quality pump

ATTACHMENTS:

	Description	Upload Date	Type	File Name
▢	2 quotes	10/19/2022	Cover Memo	Pump_Replacement.pdf



318 LEGGETT DR., RICHLAND, MS 39218
(601) 664-0233 FAX (601) 664-0144

QUOTATION

DATE: 9/12/22

TO CITY OF BYRAM	FPP QUOTE#: <u>6354</u>
ATTN: GLYN DORSEY	JOB NAME: <u>HOMA PUMP REPLACEMENT</u>
FAX #	LOCATION: _____

YOUR INQUIRY	SHIPPING DATE	TERMS	F.O.B.
VBL	8-10 WEEKS	NET 30 DAYS	ASHLAND, OH

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
	THANK YOU FOR THE OPPORTUNITY TO QUOTE AS FOLLOWS:		
1	HYDROMATIC SUBMERSIBLE SOLIDS HANDLING PUMP		
	MODEL H4H1000M3-4, 10HP, 1750RPM, 3/60/230V., WITH 50'		
	OF POWER CORD.		
	NET PRICE, FOB FACTORY, FULL FREIGHT ALLOWED	9,663.00	9,663.00
	**IF 35' OF POWER CORD IS ACCEPTABLE PLEASE DEDUCT		
	\$220 FROM ABOVE PRICING.		9443.00
	Prices do not include any applicable taxes.		

Prices are firm for a period of 30 days after date of this quotation unless otherwise stated herein. After this time the prices are subject to increase without notice.	By: RYAN BAILEY

quot1pg

Magnolia Pump & Equipment



PLEASE NOTE OUR ADDRESS

BMW PUMP & EQUIPMENT, LLC
dba Magnolia Pump & Equipment
P. O. Box 411
Long Beach, MS 39560
228-863-0677

ESTIMATE

Date	Estimate #
10/11/2022	8133

Name / Address

Byram, City of
P.O. Box 720222
Byram, MS 39272-0222

Rep
SM

Crossbridge

Item	Description	Qty	Rate	Total
AMS434-220/10.5ET	Replacement for AMX434-228/10P/C, serial# 206397	1	8,685.75	8,685.75
FREIGHT	10.5hp, Homa, 4" discharge, 32ft cable, 1750rpm, 230/460 SPECIFY VOLTAGE NEEDED PLUS FREIGHT estimated 8-10 week lead time ARO	1	350.00	350.00
<i>240 volt @ 3 phase</i>				

PRICE IS VALID FOR 5 DAYS. - FREIGHT TO BE ADDED

Subtotal \$9,035.75

Sales Tax (0.0%) \$0.00

Total \$9,035.75

Phone #

Fax #

2288630677

228-864-4470

CITY OF BYRAM AGENDA ITEM FACT SHEET

BOARD MEETING
DATE:

October 27,
2022

AGENDA ITEM NO: (p)

CONSENT
AGENDA: \$50,454.00

TO: Landers Ford South

FOR: 2023 Ford F250 Crew Cab 4WD

ACCOUNT NO: 001-301-915

INTRODUCED BY: Bill Miley, Director of Public Works

ATTACHMENTS:

	Description	Upload Date	Type	File Name
📎	Quote	10/20/2022	Cover Memo	Landers_Ford.pdf

2022-2023 State Fleet Contract

STANDARD/OPTIONAL EQUIPMENT FORM
 DESCRIPTION: Truck, Pick-up, 3/4 Ton, Crew Cab, 4 Wheel Drive
 VENDOR: Landers Ford South
 ITEM NO.: 070-48-52365-4
 MAKE/MODEL: 2023 FORD F350
 ENGINE: 6.2L V8 GAS
 PRICE INCLUDING TITLE FEE: \$45,935.00

Miles Per Gallon	
City	
Hwy	
Combined	

Contract No:	8200065510
Contact Person	STEVE BELL
Phone:	901 489 9582
Toll Free:	
Fax:	STEVE.BELL@LANDERSMEMPHIS.COM

LIST FACTORY COLORS AVAILABLE AT NO CHARGE:
 WHITE Z1 BLACK UM1 ATIMATER BLUE HX
 CARBONIZE1 SILVER J5 RACE RED PQ STONE GRAY D1

LIST FACTORY COLORS AT ADDITIONAL CHARGE:
 PRICE \$ \$600 GREEN PGR
 YELLOW PY VERMILLION RED

ATLAS BLUE B3
 GREEN GEM P ORANGE PMB

INTERIOR- Black

In an effort to be more efficient in government spending and to save taxpayer dollars, this year's contract does not provide for any options other than the ones listed on the Standard Equipment Form. Any vehicles purchased that deviate from this list will be in violation of State Contract bid requirements. If you need any equipment other than what is listed on this form, you will need to follow normal purchasing procedures.

ITEM	OPTION	DEALER	OPTION	REQ.
List optional engines:	CODE	COST	CODE	
7.3L V8 GAS	99N	\$1,861		
6.7L V8 DIESEL	99P	\$9,551		
Air Conditioner: Factory installed w/ tinted glass	INC			
Bumper: Standard front, heavy duty step type rear	INC			
Engine: 6 or 8 cyl./gasoline	INC			
Mirrors: LH & RH 6" x 9" low mount	INC			
Power Brakes	INC			
Power Steering	INC			
Radio, AM/FM	INC			
Transmission: Automatic	INC			
Tilt/Cruise Control	INC			
Towing Package	INC			
LIMITED SLIP REAR GEAR	INC			
POWER WINDOWS AND DOOR LOCK	90L	\$1,229		
REVERSE SENSING	76R	\$223		
DAY TIME RUNNING LIGHTS	942	\$41		
ALL TERRAIN TIRES	TDX	\$241		
ROOF CLEARANCE LIGHTS	592	\$87		
UPFITTER SWITCHES	66S	\$150		
TRAILER BRAKE CONTROLLER	52B	\$273		
PTO TAKE OFF	62R	\$255		
SPRAY IN LINER	85S	\$542		
DROP IN LINER	85L	\$319		
LONG WHEEL BASE	176"	\$200		
PICK UP BED DELETE LONG BED ONLY	66D	-\$569		
SPARE TIRE AND WHEEL WITH BED DELETE	512	\$269		
REAR VIEW CAMERA KIT WITH BED DELETE	872	\$377		
BLIND SPOT MONITOR	60B	\$492		
DUAL BATTERIES	86M	\$191		
HEAVY DUTY ALTERNATOR	67B	\$104		
CNG	98F	\$286		

007.....
 50,454.00 G+

45,935.00 +
 1,861.00 +
 1,229.00 +
 241.00 +
 542.00 +
 269.00 +
 377.00 +

CITY OF BYRAM AGENDA ITEM FACT SHEET

BOARD MEETING October 27,
DATE: 2022 AGENDA ITEM NO: (q)

CONSENT TO: Delta Constructors, Inc
AGENDA: \$90,970.00

FOR: Emergency Sewer Repair for McDonalds - Vowells

ACCOUNT NO: 400-700-907

INTRODUCED BY: Bill Miley, Director of Public Works

DISCUSSION: No 1 - \$58,920.00 for the work performed in Sept.
 No 2 - \$32,050.00 for the work performed in Oct.

ATTACHMENTS:

	Description	Upload Date	Type	File Name
▣	September	10/21/2022	Backup Material	#1.pdf
▣	October	10/21/2022	Cover Memo	Delta_Constructors_-_Oct.pdf

REFERENCE: 2136 City of Byram
 PERIODIC ESTIMATE PERIOD: September 30, 2022
 PERIODIC ESTIMATE NO.: NO 1
 PROJECT: McDonalds - Vowells

ITEM	DESCRIPTION	CONTRACT QTY.	UM	U P	CONTRACT AMOUNT	QTY. THIS PERIOD	QTY. PRE. PERIOD	QTY. TO DATE	EARNED THIS PERIOD	EARNED PREVIOUS PERIOD	EARNED TO DATE
	McDonalds - Vowells										
1	BYPASS 4" FORCE MAIN	1.00	LS	5,000.00	\$5,000.00	1	0	1	\$5,000.00	\$0.00	\$5,000.00
2	10 X 10 CONCRETE BOX FOR EXCAVATION	1.00	EA	10,000.00	\$10,000.00	1	0	1	\$10,000.00	\$0.00	\$10,000.00
3	WASH GRAVEL	15	CY	80.00	\$1,200.00	0	0	0	\$0.00	\$0.00	\$0.00
4	CLEAN AND CAMERA VIDEO SEWER MAIN	830	LF	20.00	\$16,600.00	796	0	796	\$15,920.00	\$0.00	\$15,920.00
5	5' MANHOLE 12 FOOT DEPTH COATED AND RECONNECT LI	1.00	EA	28,000.00	\$28,000.00	1	0	1	\$28,000.00	\$0.00	\$28,000.00
6	4' DOGHOUSE MANHOLE 6' - 10' DEPTH COATED	1.00	EA	17,000.00	\$17,000.00	0	0	0	\$0.00	\$0.00	\$0.00
7	REROUTE AND CONNECT FORCE MAIN AT MCDONALDS	1	EA	7,500.00	\$7,500.00	0	0	0	\$0.00	\$0.00	\$0.00
8	ASPHALT SURFACE COURSE HOT MIX	8	TONS	250.00	\$2,000.00	0	0	0	\$0.00	\$0.00	\$0.00
9	610 CRUSHED LIMESTONE	15	CY	90.00	\$1,350.00	0	0	0	\$0.00	\$0.00	\$0.00

\$88,650.00

\$58,920.00

\$0.00

\$58,920.00

CONTRACTOR:

DELTA CONSTRUCTORS INC.

BY:

JOE H. CAMPBELL, PRESIDENT

DATE: October 21, 2022

Remit:

Delta Constructors, Inc.

PO Box 9545

Jackson, MS 39286

RECOMMENDED FOR PAYMENT

BY:

DATE:

TOTAL EARNED-REGULAR WORK

ADD FOR STORED MATERIALS

SUBTOTAL

RETAINAGE @ 0.0%

SUBTOTAL

LESS PREVIOUS ESTIMATES

NET AMOUNT DUE ESTIMATE

\$58,920.00

0.00

\$58,920.00

\$58,920.00

\$0.00

\$58,920.00

REFERENCE: 2136 City of Byram
 PERIODIC ESTIMATE PERIOD: October 18,2022
 PERIODIC ESTIMATE NO.: NO 2
 PROJECT: McDonalds - Vowells

ITEM	DESCRIPTION	CONTRACT		U P	CONTRACT AMOUNT	QTY.	QTY.	QTY.	EARNED	EARNED	EARNED
		QTY.	UM			THIS PERIOD	PRE. PERIOD	TO DATE	THIS PERIOD	PREVIOUS PERIOD	TO DATE
	McDonalds - Vowells										
1	BYPASS 4" FORCE MAIN	1.00	LS	5,000.00	\$5,000.00	0	1	1	\$0.00	\$5,000.00	\$5,000.00
2	10 X 10 CONCRETE BOX FOR EXCAVATION	1.00	EA	10,000.00	\$10,000.00	0	1	1	\$0.00	\$10,000.00	\$10,000.00
3	WASH GRAVEL	15	CY	80.00	\$1,200.00	0	0	0	\$0.00	\$0.00	\$0.00
4	CLEAN AND CAMERA VIDEO SEWER MAIN	830	LF	20.00	\$16,600.00	0	796	796	\$0.00	\$15,920.00	\$15,920.00
5	5' MANHOLE 12 FOOT DEPTH COATED AND RECONNECT LI	1.00	EA	28,000.00	\$28,000.00	0	1	1	\$0.00	\$28,000.00	\$28,000.00
6	4' DOGHOUSE MANHOLE 6' - 10' DEPTH COATED	1.00	EA	17,000.00	\$17,000.00	1	0	1	\$17,000.00	\$0.00	\$17,000.00
7	REROUTE AND CONNECT FORCE MAIN AT MCDONALDS	1	EA	7,500.00	\$7,500.00	1	0	1	\$7,500.00	\$0.00	\$7,500.00
8	ASPHALT SURFACE COURSE HOT MIX	8	TONS	250.00	\$2,000.00	14	0	14	\$3,500.00	\$0.00	\$3,500.00
9	610 CRUSHED LIMESTONE	15	CY	90.00	\$1,350.00	45	0	45	\$4,050.00	\$0.00	\$4,050.00

\$88,650.00

\$32,050.00

\$58,920.00

\$90,970.00

CONTRACTOR:
 DELTA CONSTRUCTORS INC.

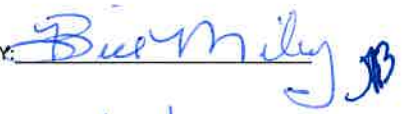
BY: 

JOE H. CAMPBELL, PRESIDENT

DATE: October 21, 2022

Remit:
 Delta Constructors, Inc.
 PO Box 9545
 Jackson, MS 39286

RECOMMENED FOR PAYMENT

BY: 

DATE: 10/21/22

TOTAL EARNED-REGULAR WORK	\$90,970.00
ADD FOR STORED MATERIALS	0.00
SUBTOTAL	\$90,970.00
RETAINAGE @ 0.0%	
SUBTOTAL	\$90,970.00
LESS PREVIOUS ESTIMATES	\$0.00
NET AMOUNT DUE ESTIMATE	\$90,970.00

CITY OF BYRAM AGENDA ITEM FACT SHEET

BOARD MEETING October 27,
DATE: 2022 AGENDA ITEM NO: 7.

CONSENT TO:
AGENDA:

FOR:

ACCOUNT NO:

INTRODUCED BY:

DISCUSSION: Claims for October 6 through October 19, 2022 - Angela Richburg, City Clerk

INTRODUCED BY: Angela Richburg, City Clerk

BOARD ACTION:

ATTACHMENTS:

	Description	Upload Date	Type	File Name
	Claims Docket	10/24/2022	Cover Memo	Claims_Docket.pdf



CITY OF BYRAM
Claims Docket
10/05/2022 to 10/19/2022
OCTOBER 28, 2022 CHECK RUN

Paid Claims:

PACKET # 7304	\$97,509.53	OCTOBER 1, 2022 CHECK RUN	Page 1 attached
PACKET # 7333	\$41,263.22	10/11/2022 CADENCE INSURANCE (Automation)	Page 2 attached
PACKET # 7335	\$97,816.32	10/14/2022 AGENDA RUN (Automation)	Page 3 attached
PACKET # 7336	\$5,635.52	10/14/2022 AGENDA RUN (In House)	Page 4 attached
PACKET # 7340	\$26,646.68	10/14/2022 1st A.P. (Sewer/Automation)	Page 5 attached
PACKET # 7352	\$11,724.84	UTILITIES, MISC (In House)	Page 6 attached

Unpaid Claims:

PACKET # 7346	\$21,920.81	10/28/2022 2nd A.P. (Automation)	Pages 7-10 attached
PACKET # 7347	\$37,157.92	10/28/2022 2nd A.P. (In House)	Pages 11-12 attached
PACKET # 7348	\$16,168.78	10/28/2022 2nd A.P. (Sewer/Automation)	Page 13 attached

Total Claims:	\$355,843.62



City of Byram, MS

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Docket of Claims Register

APPKT007304 - OCTOBER 1, 2022 CHECK RUN

By Docket/Claim Number

Vendor #	Vendor Name	Payable Number	Payable Description	Payable Type	Payable Date	Item Description	Account Number	Distribution Amount	Payment Amount
00882	BANK PLUS WEALTH MANAGEM	209	SERIES 2018 SEWER REV BONDS/INTEI	Invoice	08/15/2022	SERIES 2018 SEWER REV BONDS/INTEI	220-320-810	86,699.38	86,699.38
01893	BOYD GAMING CORP	10012022-1	CONF # L3FMR, STACY BIGBY, OCTOBEI	Invoice	10/01/2022	CONF # L3FMR, STACY BIGBY, OCTOBEI	001-200-610	574.45	1,723.35
		10012022-2	CONF # GCHQW, BELINDA PERKINS, OI	Invoice	10/01/2022	CONF # GCHQW, BELINDA PERKINS, OI	001-200-610	574.45	
		10012022-3	CONF # M6BNH, LISA STARKEY, OCTOB	Invoice	10/01/2022	CONF # M6BNH, LISA STARKEY, OCTOB	001-200-610	574.45	
02662	EMBASSY SUITES	10012022	CONF # 84479827, CYNTHIA ELABOR, I	Invoice	10/01/2022	CONF # 84479827, CYNTHIA ELABOR, I	001-100-610	447.00	447.00
02337	EXTENSION CENTER FOR GOVERI	10012022	REGISTRATION - CYNTHIA ELABOR, NO	Invoice	10/01/2022	REGISTRATION - CYNTHIA ELABOR, NO	001-140-611	200.00	200.00
02337	EXTENSION CENTER FOR GOVERI	10012022-1	REGISTRATION - ANGELA RICHBURG, C	Invoice	10/01/2022	REGISTRATION - ANGELA RICHBURG, C	001-140-611	215.00	430.00
		10012022-2	REGISTRATION - LINDA WHITE, DEC 14	Invoice	10/01/2022	REGISTRATION - LINDA WHITE, DEC 14	001-140-611	215.00	
02488	MS 911 COORDINATORS ASSOCI.	A237-1	REGISTRATION - STACY BIGBY, OCT 24-	Invoice	10/01/2022	REGISTRATION - STACY BIGBY, OCT 24-	001-200-611	495.00	1,485.00
		A237-2	REGISTRATION - BELINDA PERKINS, OC	Invoice	10/01/2022	REGISTRATION - BELINDA PERKINS, OC	001-200-611	495.00	
		A237-3	REGISTRATION - LISA STARKEY, OCT 24	Invoice	10/01/2022	REGISTRATION - LISA STARKEY, OCT 24	001-200-611	495.00	
00002	MS MUNICIPAL LEAGUE	25729191003728-1	REG - ROBERT AMOS, SMALL TOWN CI	Invoice	10/01/2022	REG - ROBERT AMOS, SMALL TOWN CI	001-100-611	125.00	625.00
		25729191003728-2	REG - ROSCHELLE GIBSON, SMALL TOV	Invoice	10/01/2022	REG - ROSCHELLE GIBSON, SMALL TOV	001-100-611	125.00	
		25729191003728-3	REG - ERMA JOHNSON, SMALL TOWN	Invoice	10/01/2022	REG - ERMA JOHNSON, SMALL TOWN	001-100-611	125.00	
		25729191003728-4	REG - DAVID MOORE, SMALL TOWN CI	Invoice	10/01/2022	REG - DAVID MOORE, SMALL TOWN CI	001-100-611	125.00	
		2572998163746-5	REG - TERESA MACK, SMALL TOWN CC	Invoice	10/01/2022	REG - TERESA MACK, SMALL TOWN CC	001-100-611	125.00	
00002	MS MUNICIPAL LEAGUE	35148	MML MEMBERSHIP DUES 2022 -2023	Invoice	10/01/2022	MML MEMBERSHIP DUES 2022 -2023	001-195-622	4,099.80	4,099.80
02639	THE PEOPLES BANK	220740-93740	CORP TRUSTEE & AGENT FEE 10/01/20	Invoice	09/21/2022	CORP TRUSTEE & AGENT FEE 10/01/20	400-700-840	1,800.00	1,800.00
Total Claims: 9								Total Payment Amount:	97,509.53



City of Byram, MS

Page # 2

Docket of Claims Register

APPKT007333 - 10/11/2022 CADENCE INSURANCE (AUTOMATION)

By Docket/Claim Number

Vendor #	Vendor Name	Payable Number	Docket/Claim #	Payable Description	Payable Type	Payable Date	Item Description	Account Number	Payment Amount
									Distribution Amount
02668	CADENCE INSURANCE	10012022	DKT0032057	WORKERS COMP RENEWAL 10/01/202	Invoice	10/01/2022	WORKERS COMP RENEWAL 10/01/202	001-200-491	41,263.22
								001-260-491	20,000.00
								001-301-491	20,000.00
									1,263.22
Total Claims: 1								Total Payment Amount:	41,263.22



City of Byram, MS

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Docket of Claims Register

APPKT007335 - 10/14/2022 AGENDA RUN (AUTOMATION)

By Docket/Claim Number

Vendor #	Vendor Name	Docket/Claim #	Payable Description	Payable Type	Payable Date	Item Description	Account Number	Payment Amount
	Payable Number						Distribution Amount	
02563	ARVEST BANK	DKT0032058	DUMP TRUCK PAYMENT # 8	Invoice	10/12/2022	DUMP TRUCK PAYMENT # 8	001-301-820	3,406.63
	2418292 10122022						001-301-830	3,234.47
								172.16
00016	CMPDD	DKT0032059	FISCAL YEAR 2023 DISTRICT ASSESSME	Invoice	10/03/2022	FISCAL YEAR 2023 DISTRICT ASSESSME	001-195-622	4,741.00
	4591							4,741.00
02374	HANCOCK WHITNEY BANK	DKT0032060	PAYMENT # 21 BACKHOE LOADER	Invoice	10/12/2022	PAYMENT # 21 BACKHOE LOADER	001-301-820	2,051.21
	10122022						001-301-830	919.70
							400-700-820	105.91
							400-700-830	919.70
								105.90
00206	MS MUNICIPAL COURT CLERK'S /	DKT0032061	DUES (P.MORRISON, D.NORWOOD, V.J	Invoice	10/12/2022	DUES (P. MORRISON, D. NORWOOD, V.	001-110-622	175.00
	09212022						001-110-622	100.00
							001-110-622	25.00
							001-110-622	25.00
								25.00
01364	POWER DMS, INC	DKT0032062	ANNUAL RENEWAL	Invoice	10/12/2022	ANNUAL RENEWAL	001-200-650	5,507.14
	INV-25981							5,507.14
02136	TRUSTMARK WEALTH MANAGEM	DKT0032063	PAYMENT # 5 FIRE ENGINE	Invoice	10/12/2022	PAYMENT # 5 FIRE ENGINE	001-260-820	81,935.34
	10122022						001-260-830	77,306.94
								4,628.40
Total Claims: 6							Total Payment Amount:	97,816.32



City of Byram, MS

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Docket of Claims Register

APPKT007336 - 10/14/2022 AGENDA RUN (IN HOUSE)

By Docket/Claim Number

Vendor #	Vendor Name	Payable Number	Docket/Claim #	Payable Description	Payable Type	Payable Date	Item Description	Account Number	Payment Amount
01992	C SPIRE BUSINESS SOLUTIONS	0000684790-51	DKT0032070	PHONES - ALL DEPARTMENTS	Invoice	09/26/2022	PHONES - ALL DEPARTMENTS	001-110-605	5,398.96
								001-190-605	180.70
								001-195-605	166.77
								001-200-605	1,108.43
								001-260-605	1,876.01
								001-280-605	1,233.21
								001-301-605	166.78
								400-700-605	333.53
									333.53
00888	MACK, TERESA	09302022	DKT0032071	TRAVEL REIMBURSEMENT, SEPTEMBER	Invoice	09/30/2022	TRAVEL REIMBURSEMENT, SEPTEMBER	001-100-610	75.96
00977	MS DEPARTMENT OF PUBLIC SAFETY	10132022	DKT0032072	BACKGROUND CHECK - NEW EMPLOYEE	Invoice	10/13/2022	BACKGROUND CHECK - NEW EMPLOYEE	400-700-681	32.00
00043	RICHBURG, ANGELA	09302022	DKT0032073	TRAVEL REIMBURSEMENT, SEPT 28-30	Invoice	09/30/2022	TRAVEL REIMBURSEMENT, SEPT 28-30	001-140-606	15.60
								001-140-610	-80.00
									95.60
00146	STEGALL, EARL	10122022	DKT0032074	AYN REED - NOTARY RENEWAL	Invoice	10/12/2022	AYN REED - NOTARY RENEWAL	001-200-622	113.00
									113.00
Total Claims: 5								Total Payment Amount:	5,635.52



City of Byram, MS

Page # 5

Docket of Claims Register

APPKT007340 - 10/14/2022 1st A.P. (SEWER/AUTOMATION)

By Docket/Claim Number

Vendor #	Vendor Name	Payable Number	Payable Description	Payable Type	Payable Date	Item Description	Account Number	Payment Amount Distribution Amount
00625	BISHOP'S HIGH VELOCITY DRAIN	25212	PO6215 JET LINE 1121 LAKE DOCKERY	Invoice	09/19/2022	PO6215 JET LINE 1121 LAKE DOCKERY	400-700-635	375.00
01441	BUFORD PLUMBING COMPANY,	186939	PO6216 RAN GAS TO RENFROE GENER	Invoice	09/20/2022	PO6216 RAN GAS TO RENFROE GENER	400-700-916	2,358.97
00254	CENTRAL PIPE SUPPLY	S100310940.001	PVC PIPE, ELL, COUPLINGS	Invoice	09/22/2022	PVC PIPE, ELL, COUPLINGS	400-700-505	57.42
01562	CONTROL SYSTEMS, INC	61716	PO06180 PARTS FOR CROSSBRIDGE PL	Invoice	09/21/2022	PO06180 PARTS FOR CROSSBRIDGE PL	400-700-577	3,500.00
00757	DIER, LARRY MICHAEL	642616	PO6210 BRYAN CV, BYRAM GAS, WAFF	Invoice	09/15/2022	PO6210 BRYAN CV, BYRAM GAS, WAFF	400-700-635	1,050.00
		642623	PO6218 EAGLES NEST LIFT STATION PL	Invoice	09/21/2022	PO6218 EAGLES NEST LIFT STATION PL	400-700-635	350.00
01616	FLUID PROCESS & PUMPS, LLC	0025500	PO6107 BRYAN COVE SEWER PUMP RI	Invoice	09/19/2022	PO6107 BRYAN COVE SEWER PUMP RI	400-700-916	17,790.00
00560	HILLARD, BUDDY MARVIN	09132022	PO06199 MANHOLE @VOWELL'S	Invoice	09/13/2022	PO06199 MANHOLE @VOWELL'S	400-700-907	790.00
00096	O'REILLY AUTOMOTIVE STORES,	1676-104359	CONNECTOR	Invoice	09/19/2022	CONNECTOR	400-700-505	12.99
00089	REVELL HARDWARE	180986/4	BALL VALVE, ALL PURPOSE CEMENT CL	Invoice	09/14/2022	BALL VALVE, ALL PURPOSE CEMENT CL	400-700-505	71.13
		181035/4	COUPLINGS, PVC PIPE	Invoice	09/17/2022	COUPLINGS, PVC PIPE	400-700-505	67.04
		181067/4	SPRAY PRIMR CAR L GRA R O	Invoice	09/20/2022	SPRAY PRIMR CAR L GRA R O	400-700-505	8.59
		181087/4	ELECTRICAL TAPE, COUPLING	Invoice	09/20/2022	ELECTRICAL TAPE, COUPLING	400-700-505	19.58
		181092/4	PLEATED AIR FILTER	Invoice	09/20/2022	PLEATED AIR FILTER	400-700-505	35.96
01909	TRANSUNION RISK AND ALTERN	4845521 093022	SEWER COLLECTIONS 09/01/2022 - 09	Invoice	09/30/2022	SEWER COLLECTIONS 09/01/2022 - 09	400-700-681	160.00
Total Claims: 10								Total Payment Amount: 26,646.68



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By Docket/Claim Number

Vendor #	Vendor Name	Payable Number	Payable Description	Payable Type	Payable Date	Item Description	Account Number	Payment Amount
								Distribution Amount
00161	AT & T	3142682987	CIRCUIT 10/01/2022 - 10/31/2022	Invoice	10/01/2022	CIRCUIT 10/01/2022 - 10/31/2022	001-200-605	222.11
00161	AT & T	7906962706	NCIC 09/01/2022 - 09/30/2022	Invoice	10/01/2022	NCIC 09/01/2022 - 09/30/2022	001-200-609	214.61
00161	AT & T	10112022	NCIC MONITORING 10/11/2022 - 11/1	Invoice	10/11/2022	NCIC MONITORING 10/11/2022 - 11/1	001-200-609	35.39
00042	AT&T	10112022	POLICE DEPARTMENT PHONES 10/11/	Invoice	10/11/2022	POLICE DEPARTMENT PHONES 10/11/	001-200-609	504.49
00048	CENTERPOINT ENERGY	PW10172022	GENERATOR/LAGOON 09/09/2022 - 10/01/2022	Invoice	10/17/2022	GENERATOR/LAGOON	400-700-630	16.72
0005	ENTERGY	10016887463	COLLECTIVE BILL (TRAFFIC SIGNALS) #	Invoice	10/14/2022	COLLECTIVE BILL (TRAFFIC SIGNALS) #	001-301-631	473.77
		110007198267	PD 141 SOUTHPOINTE DR 09/07/2022	Invoice	10/14/2022	PD 141 SOUTHPOINTE DR 09/07/2022	001-200-630	1,008.71
		125006905058	FD 200 BYRAM PKWY 09/08/2022 - 10/01/2022	Invoice	10/17/2022	FD 200 BYRAM PKWY 09/08/2022 - 10/01/2022	001-260-630	1,209.56
		265005973618	PD-2 130 SOUTHPOINTE DR STE G 09/01/2022	Invoice	10/14/2022	PD-2 130 SOUTHPOINTE DR STE G 09/01/2022	001-200-630	119.57
		300003830305	CH 5901 TERRY RD 09/08/2022 - 10/01/2022	Invoice	10/17/2022	CH 5901 TERRY RD 09/08/2022 - 10/01/2022	001-195-630	699.64
		305005314239	PW 231 SOUTHPOINTE DR 09/07/2022	Invoice	10/14/2022	PW 231 SOUTHPOINTE DR 09/07/2022	001-301-630	230.08
							400-700-630	230.08
0005	ENTERGY	10016887464	COLLECTIVE BILL (SEWER) # 10201798	Invoice	10/14/2022	COLLECTIVE BILL (SEWER) # 10201798	400-700-632	5,852.97
01426	KENDRICK, MAURICE	09292022	TRAVEL REIMBURSEMENT, BILOXI, MS	Invoice	09/29/2022	TRAVEL REIMBURSEMENT, BILOXI, MS	001-200-610	273.58
00264	KENTWOOD SPRINGS	12083768 091822	PD WATER	Invoice	09/18/2022	PD WATER	001-200-505	228.31
00264	KENTWOOD SPRINGS	12083768 101622	PD WATER	Invoice	10/16/2022	PD WATER	001-200-505	192.33
02672	MAGLOIRE, JUDSON	09292022	TRAVEL REIMBURSEMENT, BILOXI, MS	Invoice	09/29/2022	TRAVEL REIMBURSEMENT, BILOXI, MS	001-200-610	180.92
00977	MS DEPARTMENT OF PUBLIC SAFETY	10192022	BACKGROUND CHECK - NEW EMPLOYEE	Invoice	10/19/2022	BACKGROUND CHECK - NEW EMPLOYEE	001-301-681	32.00
Total Claims: 12							Total Payment Amount:	11,724.84



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APPKT007346 - 10/28/2022 2nd A.P. (AUTOMATION)

By Docket/Claim Number

Vendor #	Vendor Name	Payable Number	Payable Description	Payable Type	Payable Date	Item Description	Account Number	Payment Amount
								Distribution Amount
02047	AMAZON CAPITAL SERVICES		DKT0032162					67.96
		1J7D-KMN6-G96P	SPECIMEN CUPS	Invoice	10/09/2022	SPECIMEN CUPS	001-200-505	47.98
		1LGC-DQHW-HRTC	PHONE CORD DETANGLER	Invoice	10/11/2022	PHONE CORD DETANGLER	001-200-505	19.98
00003	ARNOLD PRINTING		DKT0032163					98.00
		31032	FD FORMS - 2-PART	Invoice	10/10/2022	FD FORMS - 2-PART	001-260-500	98.00
00750	AUTO ZONE		DKT0032164					191.10
		3850380587	BATTERY	Invoice	10/07/2022	BATTERY	001-200-570	120.64
		3850384128	BULBS, BULB GREASE	Invoice	10/12/2022	BULBS, BULB GREASE	001-260-570	9.11
		3850384139	BLUEDEF DIESEL EXHAUST FLUID	Invoice	10/12/2022	BLUEDEF DIESEL EXHAUST FLUID	001-260-570	20.45
		3850386605	BLUEDEF DIESEL EXHAUST FLUID	Invoice	10/15/2022	BLUEDEF DIESEL EXHAUST FLUID	001-260-570	40.90
01804	B & G AUTOBODY		DKT0032165					633.59
		715	PO6240-17-03-FUEL INJECTOR AND PI	Invoice	10/01/2022	PO6240-17-03-FUEL INJECTOR AND PI	001-200-570	239.31
		718	PO6239-16-02-FUEL SYSTEM PURGE V	Invoice	10/01/2022	PO6239-16-02-FUEL SYSTEM PURGE V	001-200-570	394.28
00611	BARNETT'S BODY SHOP		DKT0032166					942.92
		74159	PO6241-17-05 - #4 TIRES245/55/18 G	Invoice	10/03/2022	PO6241-17-05 - #4 TIRES245/55/18 G	001-200-570	802.92
		74214	OIL CHANGE	Invoice	10/06/2022	OIL CHANGE	001-200-570	35.00
		74247	OIL CHANGE	Invoice	10/13/2022	OIL CHANGE	001-200-570	35.00
		74248	OIL CHANGE	Invoice	10/13/2022	OIL CHANGE	001-200-570	35.00
		74253	OIL CHANGE	Invoice	10/13/2022	OIL CHANGE	001-200-570	35.00
00123	CAPITAL ONE TRADE CREDIT		DKT0032167					154.93
		737515	CLEANING & JANITORIAL/OTHER SUPP	Invoice	10/14/2022	CLEANING & JANITORIAL/OTHER SUPP	001-200-505	90.99
							001-200-510	63.94
01197	CINTAS CORPORATION #210		DKT0032168					205.88
		4132738408	UNIFORM RENTALS	Invoice	09/28/2022	UNIFORM RENTALS	001-301-535	81.55
							001-550-535	1.78
							400-700-535	11.64
		4133435513	UNIFORM RENTALS	Invoice	10/05/2022	UNIFORM RENTALS	001-301-535	26.97
							001-550-535	1.78
							400-700-535	8.22
		4134133319	UNIFORM RENTALS	Invoice	10/12/2022	UNIFORM RENTALS	001-301-535	26.97
							001-550-535	1.78
							400-700-535	8.22
		4134833635	UNIFORM RENTALS	Invoice	10/19/2022	UNIFORM RENTALS	001-301-535	26.97
							001-550-535	1.78
							400-700-535	8.22

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Vendor #	Vendor Name	Docket/Claim #	Payable Type	Payable Date	Item Description	Account Number	Payment Amount
	Payable Number	Payable Description				Distribution Amount	
01748	COAST TO COAST COMPUTER PR	DKT0032169					935.00
	A2459359	TONER CARTRIDGES	Invoice	10/03/2022	TONER CARTRIDGES	001-110-500	935.00
00018	ELLIOTT SECURITY & ELECTRONIK	DKT0032170					102.00
	21774	MONTHLY MONITORING	Invoice	10/01/2022	MONTHLY MONITORING	001-195-605	45.00
						001-301-605	28.50
						400-700-605	28.50
00941	ENVIRONMENT MASTERS	DKT0032171					387.50
	136988789	PLANNED MAINTENANCE	Invoice	10/11/2022	PLANNED MAINTENANCE	001-195-650	387.50
00058	FLEETCOR TECHNOLOGIES OPER.	DKT0032172					3,925.97
	NP63097711	VEHICLE FUEL FOR 10/10/2022 - 10/16/2022	Invoice	10/17/2022	VEHICLE FUEL FOR 10/10/2022 - 10/16/2022	001-200-525	2,519.70
						001-260-525	524.53
						001-280-525	57.27
						001-301-525	376.61
						001-301-525	142.87
						001-550-525	98.27
						400-700-525	349.59
						400-700-525	-142.87
00066	INNOVATIVE COMPUTER SOLUTI	DKT0032173					5,692.50
	118314	PD - CLOUD SERVER HOSTING	Invoice	10/01/2022	PD - CLOUD SERVER HOSTING	001-200-681	350.00
	118315	I CLOUD HOSTING	Invoice	10/01/2022	I CLOUD HOSTING	001-195-650	1,982.50
	118316	MONTHLY SERVICE CONTRACT	Invoice	10/01/2022	MONTHLY SERVICE CONTRACT	001-110-650	150.00
						001-140-650	502.50
						001-190-650	120.00
						001-195-650	502.50
						001-200-650	1,005.00
						001-260-650	720.00
						001-280-650	120.00
						001-301-650	240.00
00147	J.S.W., LLC	DKT0032174					50.88
	2040226	OIL CHANGE	Invoice	09/29/2022	OIL CHANGE	001-280-570	50.88
02667	MASON & OVERSTREET WELDING	DKT0032175					190.00
	32107	HYDRAULIC OIL TANK	Invoice	10/10/2022	HYDRAULIC OIL TANK	001-301-575	190.00
02657	MCMILLER-TAYLOR, JESSIKA	DKT0032176					112.50
	10112022	DIRECTOR OF COACHING - 10/10/2022	Invoice	10/10/2022	DIRECTOR OF COACHING - 10/10/2022	001-550-665	37.50
	10132022	DIRECTOR OF COACHING - 10/13/2022	Invoice	10/13/2022	DIRECTOR OF COACHING - 10/13/2022	001-550-665	37.50
	10172022	DIRECTOR OF COACHING - 10/17/2022	Invoice	10/17/2022	DIRECTOR OF COACHING - 10/17/2022	001-550-665	37.50
00514	MS ANIMAL RESCUE LEAGUE	DKT0032177					1,280.00
	09302022	PO6233-ANIMAL SHELTER SERVICES RI	Invoice	09/30/2022	PO6233-ANIMAL SHELTER SERVICES RI	001-200-692	1,280.00
01200	MS DEPARTMENT OF ARCHIVES	DKT0032178					188.00
	10012022	JULY THROUGH SEPTEMBER 2022 FEE	Invoice	10/01/2022	JULY THROUGH SEPTEMBER 2022 FEE	001-000-110	188.00

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Vendor #	Vendor Name	Docket/Claim #	Payable Type	Payable Date	Item Description	Account Number	Payment Amount
	Payable Number	Payable Description					Distribution Amount
00096	O'REILLY AUTOMOTIVE STORES,	DKT0032179					268.07
	1676-107333	CAPSULE	Invoice	10/04/2022	CAPSULE	001-200-570	27.54
	1676-107805	FLUID	Invoice	10/07/2022	FLUID	001-301-575	6.49
	1676-108471	BATTERY	Invoice	10/11/2022	BATTERY	001-200-570	99.07
	1676-108479	MIRROR ADHESIVE	Invoice	10/11/2022	MIRROR ADHESIVE	001-200-505	4.99
	1676-108790	5 GAL TRACTOR FLUID	Invoice	10/13/2022	5 GAL TRACTOR FLUID	001-301-575	129.98
00099	QUALITY CHEMICAL & SUPPLY, II	DKT0032180					240.60
	198275	SYM GREEN CERTIFIED, BUCK SYMMET	Invoice	10/05/2022	SYM GREEN CERTIFIED, BUCK SYMMET	001-260-510	151.60
	198300	TRASH LINERS, PAPERTOWELS	Invoice	10/11/2022	TRASH LINERS, PAPERTOWELS	001-200-505	89.00
00089	REVELL HARDWARE	DKT0032181					84.82
	180844/4	CABLE TIE, BUG STOP	Invoice	09/08/2022	CABLE TIE, BUG STOP	001-550-505	30.77
	181392/4	MARKING PAINT, MORTAR MIX	Invoice	10/05/2022	MARKING PAINT, MORTAR MIX	001-280-505	27.88
	181472/4	NUTS, BOLTS, FASTENERS, PLIER	Invoice	10/10/2022	NUTS, BOLTS, FASTENERS, PLIER	001-301-505	16.19
	181488/4	PLASTIC HEAD KEY DOUBLE SIDE	Invoice	10/11/2022	PLASTIC HEAD KEY DOUBLE SIDE	001-200-505	9.98
00901	ROBERT J YOUNG COMPANY INC	DKT0032182					531.17
	INV5014121	PD RECORDS COPIES 09/01/2022 - 09/	Invoice	10/04/2022	PD RECORDS COPIES 09/01/2022 - 09/	001-200-650	228.52
	INV5014121-2	PD RECORD COPIES 09/01/2022 - 09/3	Invoice	10/04/2022	PD RECORD COPIES 09/01/2022 - 09/3	001-200-650	0.30
	INV5014122	PD PATROL COPIES 09/01/2022 - 09/30	Invoice	10/04/2022	PD PATROL COPIES 09/01/2022 - 09/30	001-200-650	63.75
	INV5014123	PD CID COPIES 09/01/2022 - 09/30/20	Invoice	10/04/2022	PD CID COPIES 09/01/2022 - 09/30/20	001-200-650	63.75
	INV5014124	COURT COPIER 09/01/2022 - 09/30/20	Invoice	10/04/2022	COURT COPIER 09/01/2022 - 09/30/20	001-110-650	174.85
00421	SOUTHERN TIRE MART	DKT0032183					3,858.70
	2600129452	PO6261 FD 6 NEW TIRES, 2 FRONT, 4	Invoice	10/17/2022	PO6261 FD 6 NEW TIRES, 2 FRT, 4 REAR	001-260-570	3,858.70
02641	THE ATTORNEY GENERAL'S OFFICE	DKT0032184					500.00
	10112022	BYRAM MUNICIPAL COURT HTF FEES F	Invoice	10/11/2022	BYRAM MUNICIPAL COURT HTF FEES F	001-000-112	500.00
00194	THE SOUTHERN CONNECTION, LLC	DKT0032185					380.95
	23233	MAG HOLDER/CASE/NEXBELT BOND &	Invoice	10/06/2022	MAG HOLDER/CASE/NEXBELT BOND &	001-200-535	140.97
	23234	TERRAIN SHOES	Invoice	10/06/2022	TERRAIN SHOES	001-200-535	119.99
	23254	MERRELL CHAM TACTICAL STRETCH	Invoice	10/10/2022	MERRELL CHAM TACTICAL STRETCH	001-200-535	119.99
00340	THORNTON, MELVIN G	DKT0032186					95.91
	81491	TIRE REPAIR	Invoice	10/05/2022	TIRE REPAIR	001-301-575	20.00
	81499	OIL CHANGE	Invoice	10/06/2022	OIL CHANGE	001-260-570	50.91
	81616	TIRE REPAIR	Invoice	10/13/2022	TIRE REPAIR	001-301-575	25.00
01940	TIRE HUB	DKT0032187					306.36
	30205151	PO6246-21-06-255/60/R18 PURSUIT T	Invoice	10/11/2022	PO6246-21-06-255/60/R18 PURSUIT T	001-200-570	306.36
02505	WATKINS & EAGER, PLLC	DKT0032188					435.50
	421882	LAWYER/PARALEGAL SERVICES	Invoice	10/07/2022	LAWYER/PARALEGAL SERVICES	001-195-603	435.50

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Vendor #	Vendor Name
01516	WILLIAMS, LEWIS L
	INV0070717

Docket/Claim #
DKT0032189

REFEREE ASSIGNOR WEEK ENDING 10, Invoice

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Payable Type	Payable Date	Item Description

10/15/2022

REFEREE ASSIGNOR WEEK ENDING 10, 001-550-665

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Account Number	Payment Amount
	Distribution Amount
	60.00
Total Claims: 28	Total Payment Amount: 21,920.81



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By Docket/Claim Number

Vendor #	Vendor Name	Docket/Claim #	Payable Type	Payable Date	Item Description	Account Number	Payment Amount
	Payable Number	Payable Description					Distribution Amount
00123	CAPITAL ONE TRADE CREDIT	DKT0032140					16.39
	07614	CLEANING & JANITORIAL SUPPLIES	Invoice	10/06/2022	CLEANING & JANITORIAL SUPPLIES	001-195-510	16.39
00252	DEPARTMENT OF FINANCE AND	DKT0032141					24,560.00
	SEPT2022	COURT ASSESSMENT/FINE SETTLEMEN	Invoice	10/18/2022	COURT ASSESSMENT/FINE SETTLEMEN	001-000-105	24,560.00
00361	DPS CRIME LAB	DKT0032142					420.00
	90123370	ANALYTICAL FEES	Invoice	10/05/2022	ANALYTICAL FEES	001-200-614	420.00
00913	FIRST NATIONAL BANK OF OMAH	DKT0032143					14.99
	INV170935602	COURT ZOOM MEETING 10/13/2022 -	Invoice	10/13/2022	COURT ZOOM MEETING 10/13/2022 -	001-110-681	14.99
00058	FLEETCOR TECHNOLOGIES OPER.	DKT0032144					3,969.86
	NP63072664	VEHICLE FUEL FOR 10/03/2022 - 10/03	Invoice	10/10/2022	VEHICLE FUEL FOR 10/03/2022 - 10/03	001-200-525	2,856.33
						001-260-525	270.95
						001-280-525	70.07
						001-301-525	368.30
						001-301-525	143.49
						001-550-525	246.50
						001-550-525	-143.49
						400-700-525	157.71
01904	GANNETT RIVER STATES PUBLIS	DKT0032145					5,673.58
	0004981328	PO 6183 BUDGET/AD VALOREM PUBLI	Invoice	09/30/2022	PO 6183 BUDGET/AD VALOREM PUBLI	001-195-615	3,191.86
	0004981328-2	LEGAL NOTICES/NOTICE OF PUBLIC HE	Invoice	09/30/2022	LEGAL NOTICES/NOTICE OF PUBLIC HE	001-190-615	109.29
						001-195-615	2,116.47
						001-195-615	150.70
						001-301-615	130.60
	07312022	CREDIT - NOTICE OF PUBLIC HEARING,	Credit Memo	07/31/2022	CREDIT - NOTICE OF PUBLIC HEARING,	001-190-615	-113.53
						001-190-615	88.19
00649	MS DEPARTMENT OF PUBLIC SAF	DKT0032146					346.00
	SEPT2022-1	CRIME STOPPERS	Invoice	10/18/2022	CRIME STOPPERS	001-000-105	346.00
00649	MS DEPARTMENT OF PUBLIC SAF	DKT0032147					1,806.50
	SEPT2022-2	DUI OFFENSE/NON-ADJUDICATION	Invoice	10/18/2022	DUI OFFENSE/NON-ADJUDICATION	001-000-111	1,806.50

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Vendor #	Vendor Name	Docket/Claim #	Payable Type	Payable Date	Item Description	Account Number	Payment Amount
	Payable Number	Payable Description				Distribution Amount	
02599	ODP BUSINESS SOLUTIONS	DKT0032148					180.60
	267466532001	OFFICE/OTHER SUPPLIES	Invoice	10/05/2022	OFFICE/OTHER SUPPLIES	001-140-500	5.84
						001-195-500	16.46
						001-195-505	31.30
						001-200-500	83.19
						001-260-500	35.97
	267526270001	FLEXIBLE BANDAIDS	Invoice	10/05/2022	FLEXIBLE BANDAIDS	001-195-505	7.84
01597	U S POST OFFICE - BYRAM	DKT0032149					170.00
	10192022	P.O. BOX RENEWAL FOR # 720609	Invoice	10/19/2022	P.O. BOX RENEWAL FOR # 720609	400-700-608	170.00
Total Claims: 10						Total Payment Amount:	37,157.92



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By Docket/Claim Number

Vendor #	Vendor Name	Docket/Claim #	Payable Type	Payable Date	Item Description	Account Number	Payment Amount
	Payable Number	Payable Description					Distribution Amount
00625	BISHOP'S HIGH VELOCITY DRAIN	DKT0032150					450.00
	25253	PO6226 JOB 152 CARL CIR	Invoice	09/29/2022	PO6226 JOB 152 CARL CIR	400-700-635	450.00
01325	CONSOLIDATED PIPE & SUPPLY C	DKT0032151					739.85
	0425745-000-000	WRENCH SET	Invoice	10/03/2022	WRENCH SET	400-700-504	175.00
	0425766-000-000	PO 6229 REPAIR SEWER LINE/HIT BY A	Invoice	10/03/2022	PO 6229 REPAIR SEWER LINE/HIT BY A	400-700-505	564.85
02659	DELTA TRENCHERS, INV	DKT0032152					390.55
	W08733	PO06223 REPAIR THE DITCH WITCH	Invoice	09/28/2022	PO06223 REPAIR THE DITCH WITCH	400-700-575	390.55
00757	DIER, LARRY MICHAEL	DKT0032153					2,450.00
	642626	PO06228 PARKWAY LIFTSTATION EMEI	Invoice	09/28/2022	PO06228 PARKWAY LIFTSTATION EMEI	400-700-635	1,050.00
	642627	PO06227 PUMP OUT 152 CARL CIRCLE	Invoice	09/28/2022	PO06227 PUMP OUT 152 CARL CIRCLE	400-700-635	700.00
	642639	PO6269 BYRAM GAS & RANCH PUMP	Invoice	10/18/2022	PO6269 BYRAM GAS & RANCH PUMP	400-700-635	700.00
02414	DIVERSIFIED COMPANIES, LLC	DKT0032154					3,764.56
	3085-PE	PO6250 POSTAGE UTILITY ESCROW	Invoice	10/05/2022	PO6250 POSTAGE UTILITY ESCROW	400-700-608	3,500.00
	48733	PO6249 PRINT PROCESS MAIL SEPT	Invoice	09/28/2022	PO6249 PRINT PROCESS MAIL SEPT	400-700-681	264.56
00534	FORESTRY SUPPLIERS	DKT0032155					281.00
	306556-00	PO6256 SUPPLIES FOR SEWER DEPT	Invoice	10/17/2022	PO6256 SUPPLIES FOR SEWER DEPT	400-700-505	281.00
00860	HEMPHILL CONSTRUCTION CO	DKT0032156					4,663.50
	4514-H22168-01	PO 6231 CARL CIR EMERGENCY REPAIR	Invoice	10/13/2022	PO 6231 CARL CIR EMERGENCY LINE R	400-700-635	4,663.50
02154	HIGH TIDE TECHNOLOGIES, LLC	DKT0032157					225.00
	INV20227228	PO6247 BYRAM GAS ANNUAL COMM	Invoice	10/01/2022	PO6247 BYRAM GAS ANNUAL COMM	400-700-650	225.00
02350	HYDRA SERVICE, INC	DKT0032158					1,013.00
	162504	PO06225 PUMP RENTAL CARL CIRCLE	Invoice	10/05/2022	PO06225 PUMP RENTAL CARL CIRCLE	400-700-640	1,013.00
00066	INNOVATIVE COMPUTER SOLUTI	DKT0032159					240.00
	118316-S	SEWER-MONTHLY SERVICE CONTRACT	Invoice	10/01/2022	SEWER-MONTHLY SERVICE CONTRACT	400-700-650	240.00
00089	REVELL HARDWARE	DKT0032160					79.93
	181419/4	WIPING RAGS	Invoice	10/06/2022	WIPING RAGS	400-700-505	25.99
	181532/4	MARKING PAINT	Invoice	10/13/2022	MARKING PAINT	400-700-505	53.94
00898	SOUTHERN HOSE & INDUSTRIAL	DKT0032161					1,871.39
	234845	PO6248 SPECIAL SEWER JET HOSE	Invoice	10/12/2022	PO6248 SPECIAL SEWER JET HOSE	400-700-575	1,871.39
Total Claims: 12						Total Payment Amount:	16,168.78

CITY OF BYRAM AGENDA ITEM FACT SHEET

BOARD MEETING DATE: October 27,
2022

AGENDA ITEM NO: 8.

CONSENT
AGENDA:

TO:

FOR:

ACCOUNT NO:

INTRODUCED BY:

DISCUSSION: Appointment of an Engineering Firm for the FY2023 MS Municipal and County Water Infrastructure Program Project

INTRODUCED BY: Angela Richburg, City Clerk

BOARD ACTION: Acceptance of the Engineering Proposals and Appointment of Pickering Firm for the FY2023 MS Municipal and County Water Infrastructure Program Project

ATTACHMENTS:

Description	Upload Date	Type	File Name
❑ Pickering Firm	10/24/2022	Cover Memo	Pickering_Engineering_RFQ_RATING.pdf
❑ Guest Consultants Inc	10/24/2022	Cover Memo	Guest_Consultants_Engineering_RFQ_RATING.pdf
❑ Engineering Ad	10/24/2022	Cover Memo	Engineering_Ad_for_MS_Municipal_County_Water_Infrastructure.pdf

MS MUNICIPAL & COUNTY WATER
INFRASTRUCTURE PROGRAM
BYRAM, MISSISSIPPI

The following persons were appointed to serve as the Selection Committee for the City of Byram's MS Municipal & County Water Infrastructure Program to select a Project Engineer.

1. Bill Miley, Public Works Dir	4. Robert Amos, Alderman
2. Angela Richburg, City Clerk	5.
3. Erma Johnson, Alderman	6.

DESCRIPTION

The City of Byram, Mississippi, advertised for a Project Engineer. Proposals were received by the Board and referred to the Selection Committee for grading and recommendation. Each consultant was rated by the Selection Committee on the following basis:

<u>Category</u>	<u>Maximum Points</u>
1. Qualifications	40
2. Experience	40
3. Ability	20
TOTAL POINTS	100

Following is the individual scoring by each consultant as voted by the Selection Committee.

Pickering

Engineer

Qualifications	36.25
Experience	38.25
Ability	17.75
TOTAL POINTS	92.25

The Selection Committee reviewed each proposal and rated each accordingly after legal notice was made.

Upon rating of the various proposals, the Selection Committee recommended the following consultant:

Engineer:

The recommendations were made to the Board on October 27, 2022 and were approved by the Board on that day.

MS MUNICIPAL & COUNTY WATER
INFRASTRUCTURE PROGRAM
BYRAM, MISSISSIPPI

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DESCRIPTION

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<u>Category</u>	<u>Maximum Points</u>
1. Qualifications	40
2. Experience	40
3. Ability	20
TOTAL POINTS	100

Following is the individual scoring by each consultant as voted by the Selection Committee.

Guest Consultants, Inc

Engineer

Qualifications	35.00
Experience	36.50
Ability	19.50
TOTAL POINTS	91.00

The Selection Committee reviewed each proposal and rated each accordingly after legal notice was made.

Upon rating of the various proposals, the Selection Committee recommended the following consultant:

Engineer:

The recommendations were made to the Board on October 27, 2022 and were approved by the Board on that day.

**AFFIDAVIT OF PUBLICATION
THE CLARION-LEDGER**

TO: CITY OF BYRAM-LEGALS
5901 TERRY RD
BYRAM, MS 39272
Acct# TCL-C19332

This is not an invoice

of Affidavits 1

Ad Number: 0005394109

STATE OF WISCONSIN
COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is a Legal Advertising Representative of The Clarion-Ledger, a newspaper as defined and prescribed in Sections 13-3-31 and 13-3-32, of the Mississippi Code of 1972, amended, who, being duly sworn, states that the notice, a true copy of which is hereto attached, to be issues of said newspaper editions dated as follows :

In said newspaper in the issue(s) dated:

09/01/2022, 09/08/2022

Size: 639 words / 1 col. x 105 lines

Published: 2 time(s)

Now due on said account is \$150.70

Signed *Shelly Hore*
Authorized Clerk of The Clarion-Ledger

SWORN to and subscribed before me on September 08, 2022.

Nicole Jacobs
Notary Public. State of Wisconsin. County of Brown

8-21-26
My commission expires

(SEAL)

NICOLE JACOBS
Notary Public
State of Wisconsin

RECEIVED
OCT - 4 2022

BYRAM PURCHASIN

LEGAL NOTICE
BYRAM, MISSISSIPPI
REQUEST FOR PROPOSALS FOR ENGINEERING SERVICES

The City of Byram requests proposals from qualified firms or individuals to provide engineering services for work related to the implementation of approved FY 2023 Mississippi Municipal and County Water Infrastructure Program project(s). You are invited to submit a proposal, in accordance with this request, to the Office of the City Clerk, City of Byram, 5901 Terry Rd, Byram, Mississippi 39272, no later than 10:00 a.m. local time on September 30, 2022.

The Engineer will be responsible for performing all engineering services through project closeout in accordance with federal, state and local laws, regulations and policies. The scope of work includes but is not limited to the following: 1) prepare plans and specifications, 2) distribute bid documents, 3) assist in bid opening and prepare bid tabulation, 4) assist in the execution of construction contracts, 5) hold pre-construction conference, and 6) perform construction inspection including periodic reports to the City and approve all payment requests.

The City of Byram is an Equal Opportunity Employer. The City encourages Minority-owned Business Enterprises (MBEs) and Woman-owned Business Enterprises (WBEs) to submit proposals. The City also encourages Section 3 eligible businesses to submit proposals. Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 17010) requires, to the greatest extent feasible, that the City and its contractors that participate in the above referenced Program give opportunities for job training and employment to lower income residents of Byram. Section 3 also requires that contracts for work in connection with the Section 3 area be awarded to Section 3 eligible business concerns.

All proposals must be submitted in a sealed envelope and marked with the following language: "Proposal for Mississippi Municipal and County Water Infrastructure Program Engineering Services." Proposals will be evaluated on the following factors: Qualifications (40 points), Experience (40 points) and Capacity for Performance (20 points). To be evaluated properly, the following must be addressed in detail:

Qualifications – List of qualifications of persons to be assigned to project;

Experience - Information regarding the firm's experience and the projects previously undertaken, including the type and amount of grants awarded, the project activities, and the status of the projects;

Capacity for Performance - Identify the number and title of staff assigned to provide services.

The City will designate a selection committee to evaluate each proposal. The selection committee may hold proposals for a period of not to exceed thirty (30) days for the purpose of reviewing the content of the proposals and investigating the qualifications of the firms and assigned individuals. The City reserves the right to reject any and/or all proposals.

Subject to Mississippi Municipal and County Water Infrastructure Program award(s) and the removal of all environmental conditions, the City will award a contract with the qualified individual or firm whose proposals has the highest number of cumulative points issued by the selection committee and determined to be the most advantageous to the City, price and other factors considered. The contract will include scope and extent of work and other essential requirements. An individual contract will include scope and extent of work and other essential requirements. An individual contract will be executed for each awarded project, and the contract will be on a fixed price basis. The City has the authority to terminate the selection at any time.

5 copies

CITY OF BYRAM AGENDA ITEM FACT SHEET

BOARD MEETING October 27,
DATE: 2022 AGENDA ITEM NO: 9.

CONSENT TO:
AGENDA:

FOR:

ACCOUNT NO:

INTRODUCED BY:

DISCUSSION: Regular Dates are:
 Nov. 7 Work Session
 Nov. 10 Meeting
 Nov. 24 Meeting (Thanksgiving Day)
 Dec. 5 Work Session
 Dec. 8 Meeting
 Dec. 22 Meeting (Following Day is a holiday)

ATTACHMENTS:

Description	Upload Date	Type	File Name
No Attachments Available			

CITY OF BYRAM AGENDA ITEM FACT SHEET

BOARD MEETING October 27,
DATE: 2022 AGENDA ITEM NO: 10.

CONSENT TO:
AGENDA:

FOR:

ACCOUNT NO:

INTRODUCED BY:

ATTACHMENTS:

Description	Upload Date	Type	File Name
No Attachments Available			

CITY OF BYRAM AGENDA ITEM FACT SHEET

BOARD MEETING October 27,
DATE: 2022 AGENDA ITEM NO: 11.

CONSENT TO:
AGENDA:

FOR:

ACCOUNT NO:

INTRODUCED BY:

ATTACHMENTS:

Description	Upload Date	Type	File Name
No Attachments Available			

CITY OF BYRAM AGENDA ITEM FACT SHEET

BOARD MEETING October 27,
DATE: 2022 AGENDA ITEM NO: 12.

CONSENT TO:
AGENDA:

FOR:

ACCOUNT NO:

INTRODUCED BY:

ATTACHMENTS:

Description	Upload Date	Type	File Name
No Attachments Available			

CITY OF BYRAM AGENDA ITEM FACT SHEET

BOARD MEETING October 27,
DATE: 2022 AGENDA ITEM NO: 13.

CONSENT TO:
AGENDA:

FOR:

ACCOUNT NO:

INTRODUCED BY:

ATTACHMENTS:

Description	Upload Date	Type	File Name
No Attachments Available			

CITY OF BYRAM AGENDA ITEM FACT SHEET

BOARD MEETING October 27,
DATE: 2022

AGENDA ITEM NO:

CONSENT
AGENDA:

TO:

FOR:

ACCOUNT NO:

INTRODUCED BY:

DISCUSSION:

- First Impressions - Thursday, November 3rd, 6:30 p.m., City Hall, 5901 Terry Road
- Daylight Savings Time Ends - Sunday, November 6th
- Mayor and Board of Aldermen Meeting - Thursday, November 10th, 7:00 p.m., City Hall, 5901 Terry Road
- Veterans Day Celebration - Friday, November 11th, 11:00 a.m., City Hall, 5901 Terry Road

ATTACHMENTS:

Description	Upload Date	Type	File Name
No Attachments Available			