CITY OF BYRAM
MINUTES 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**
   Mayor Richard White called the meeting to order at 7:10 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 Zack Giddy

5. **Presented Items**

Approval to Amend the Agenda to include: the Removal of the Noise Ordinance per Chief David Errington, the Addition of President Wanda Thomas and the Clinton Alumni Chapter of Delta Sigma Theta Sorority Incorporated and Discussion of Willow Creek Lane – Angela Richburg, City Clerk
Motion to Approve
Moved By: Alderman Johnson
Seconded By: Alderman Amos
MOTION Passed
Ayes: Johnson, Hosey, Amos, Mack, Gibson, Moore, Harris-Allen

President Wanda Thomas and the Clinton Alumni Chapter of Delta Sigma Theta Sorority Incorporated addressed the Mayor and Board
No Action Taken

a. **Fire Station #2 Certificate of Participation - Brad Davis, Watkins& Eager, PLLC & Shane Ormon, Ormon Construction Management & Design, Inc**
Motion to Approve the Certificate of Participation Resolution as presented
Moved By: Alderman Amos
Seconded By: Alderman Gibson
MOTION Passed
Ayes: Johnson, Hosey, Amos, Mack, Gibson, Moore, Harris-Allen

b. Sustainability Partners Master Utility Service Agreement - Eric Street and Carla Dazet

Motion to Approve the Utility Service Agreement as presented
Moved By: Alderman Amos
Seconded By: Alderman Johnson
MOTION Passed
Ayes: Johnson, Hosey, Amos, Moore
Abstain: Mack, Gibson, Harris-Allen

6. Approval of Consent Agenda Items

Motion to Approve items a through q with item b to be voted on separately
Moved By: Alderman Gibson
Seconded By: Alderman Johnson
MOTION Passed
Ayes: Johnson, Hosey, Amos, Mack, Gibson, Moore, Harris-Allen

(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

Motion to Approve the minutes with the correction of item 13 to include died for a lack of a second
Moved By: Alderman Mack
Seconded By: Alderman Gibson
MOTION Passed
Ayes: Johnson, Amos, Mack, Gibson, Harris-Allen
Nays: Hosey, Moore

(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**

Motion to Approve
Moved By: Alderman Hosey
Seconded By: Alderman Gibson
MOTION Passed
Ayes: Johnson, Hosey, Amos, Mack, Gibson, Moore, Harris-Allen

8. **Appointment of an Engineering Firm for the FY2023 MS Municipal and County Water Infrastructure Program Project - Angela Richburg, City Clerk**

Motion to Approve the Pickering Firm as the Engineers for the FY2023 MS Municipal and County Water Infrastructure Program Project
Moved By: Alderman Gibson
Seconded By: Alderman Johnson
MOTION Passed
Ayes: Johnson, Hosey, Mack, Gibson, Moore, Harris-Allen
Nays: Amos

9. **Mayor and Board of Aldermen Meeting Schedule for November and December and Employee Luncheon- Angela Richburg, City Clerk**

Motion to Approve to have the Employee Luncheon December 2nd at City Hall, 11:00 a.m. to 1:00 p.m.
Moved By: Alderman Harris-Allen
Seconded By: Alderman Moore
MOTION Passed
Ayes: Johnson, Hosey, Amos, Mack, Gibson, Moore, Harris-Allen

Motion to Approve the closures for the following holidays: November 24 and 25 for Thanksgiving, December 23 and 26 for Christmas and January 2 for New Years
Moved By: Alderman Johnson
Seconded By: Alderman Harris-Allen
MOTION Passed
Ayes: Johnson, Hosey, Amos, Mack, Gibson, Moore, Harris-Allen

Motion to have the first meeting in November and December only, due to the holidays
Moved By: Alderman Hosey
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**
Removed

11. **Discussion of street lights polls/safety street lights throughout the City Byram-Alderman Rochelle Gibson**
No Action Taken

12. **Discussion of "First, Food Truck Friday " at Davis Rd Park, 5-9pm - Alderman Roschelle Gibson**
Eric Munden, Building Official will have information at the November 10th Meeting

13. **Moving forward on plans for funding options for the Parks and Recreation Department – Alderman Roshunda Harris-Allen**
No Action Taken

14. **Announcements**
No Action Taken

15. **Adjourn**
Motion to Adjourn 9:05 p.m.
Moved By: Alderman Gibson
Seconded By: Alderman Moore
MOTION Passed
Ayes: Johnson, Hosey, Amos, Mack, Gibson, Moore, Harris-Allen

APPROVED: ______________________ Date: 11/10/22

Richard White, Mayor

ATTEST: Angela E. Richburg Date: 11/10/22

Angela Richburg, City Clerk

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

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Docket of Claims Register

APPKT007304 - OCTOBER 1, 2022 CHECK RUN

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
00882	BANK PLUS WEALTH MANAGEM	DKT0031909					86,699.38
	209	SERIES 2018 SEWER REV BONDS/INTEI	Invoice	08/15/2022	SERIES 2018 SEWER REV BONDS/INTEI	220-320-810	86,699.38
01893	BOYD GAMING CORP	DKT0031910					1,723.35
	10012022-1	CONF # L3FMR, STACY BIGBY, OCTOBEI	Invoice	10/01/2022	CONF # L3FMR, STACY BIGBY, OCTOBEI	001-200-610	574.45
	10012022-2	CONF # GCHQW, BELINDA PERKINS, O(	Invoice	10/01/2022	CONF # GCHQW, BELINDA PERKINS, O(	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	DKT0031911					447.00
	10012022	CONF # 84479827, CYNTHIA ELABOR, I	Invoice	10/01/2022	CONF # 84479827, CYNTHIA ELABOR, I	001-100-610	447.00
02337	EXTENSION CENTER FOR GOVERI	DKT0031912					200.00
	10012022	REGISTRATION - CYNTHIA ELABOR, NO	Invoice	10/01/2022	REGISTRATION - CYNTHIA ELABOR, NO	001-140-611	200.00
02337	EXTENSION CENTER FOR GOVERI	DKT0031913					430.00
	10012022-1	REGISTRATION - ANGELA RICHBURG, D	Invoice	10/01/2022	REGISTRATION - ANGELA RICHBURG, D	001-140-611	215.00
	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.	DKT0031914					1,485.00
	A237-1	REGISTRATION - STACY BIGBY, OCT 24-	Invoice	10/01/2022	REGISTRATION - STACY BIGBY, OCT 24-	001-200-611	495.00
	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	DKT0031915					625.00
	25729191003728-1	REG - ROBERT AMOS, SMALL TOWN C(	Invoice	10/01/2022	REG - ROBERT AMOS, SMALL TOWN C(	001-100-611	125.00
	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 C(	Invoice	10/01/2022	REG - DAVID MOORE, SMALL TOWN C(	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	DKT0031916					4,099.80
	35148	MML MEMBERSHIP DUES 2022 -2023	Invoice	10/01/2022	MML MEMBERSHIP DUES 2022 -2023	001-195-622	4,099.80
02639	THE PEOPLES BANK	DKT0031917					1,800.00
	220740-93740	CORP TRUSTEE & AGENT FEE 10/01/2(	Invoice	09/21/2022	CORP TRUSTEE & AGENT FEE 10/01/2(	400-700-840	1,800.00
					Total Claims: 9	**Total Payment Amount:**	**97,509.53**

City of Byram, MS

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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	DKT0032057					41,263.22
	10012022	WORKERS COMP RENEWAL 10/01/202	Invoice	10/01/2022	WORKERS COMP RENEWAL 10/01/202	001-200-491	20,000.00
						001-260-491	20,000.00
						001-301-491	1,263.22

Total Claims: 1 **Total Payment Amount: 41,263.22**

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APPKT007335 - 10/14/2022 AGENDA RUN (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
02563	ARVEST BANK	DKT0032058					3,406.63
	2418292 10122022	DUMP TRUCK PAYMENT # 8	Invoice	10/12/2022	DUMP TRUCK PAYMENT # 8	001-301-820	3,234.47
						001-301-830	172.16
00016	CMPDD	DKT0032059					4,741.00
	4591	FISCAL YEAR 2023 DISTRICT ASSESSME	Invoice	10/03/2022	FISCAL YEAR 2023 DISTRICT ASSESSME	001-195-622	4,741.00
02374	HANCOCK WHITNEY BANK	DKT0032060					2,051.21
	10122022	PAYMENT # 21 BACKHOE LOADER	Invoice	10/12/2022	PAYMENT # 21 BACKHOE LOADER	001-301-820	919.70
						001-301-830	105.91
						400-700-820	919.70
						400-700-830	105.90
00206	MS MUNICIPAL COURT CLERK'S /	DKT0032061					175.00
	09212022	DUES (P.MORRISON, D.NORWOOD, V.J	Invoice	10/12/2022	DUES (P. MORRISON, D. NORWOOD, V.	001-110-622	100.00
						001-110-622	25.00
						001-110-622	25.00
						001-110-622	25.00
01364	POWER DMS, INC	DKT0032062					5,507.14
	INV-25981	ANNUAL RENEWAL	Invoice	10/12/2022	ANNUAL RENEWAL	001-200-650	5,507.14
02136	TRUSTMARK WEALTH MANAGEI	DKT0032063					81,935.34
	10122022	PAYMENT # 5 FIRE ENGINE	Invoice	10/12/2022	PAYMENT # 5 FIRE ENGINE	001-260-820	77,306.94
						001-260-830	4,628.40

Total Claims: 6 **Total Payment Amount: 97,816.32**

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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 / Distribution Amount
01992	C SPIRE BUSINESS SOLUTIONS	DKT0032070					5,398.96
	0000684790-51	PHONES - ALL DEPARTMENTS	Invoice	09/26/2022	PHONES - ALL DEPARTMENTS	001-110-605	180.70
						001-190-605	166.77
						001-195-605	1,108.43
						001-200-605	1,876.01
						001-260-605	1,233.21
						001-280-605	166.78
						001-301-605	333.53
						400-700-605	333.53
00888	MACK, TERESA	DKT0032071					75.96
	09302022	TRAVEL REIMBURSEMENT, SEPTEMBEI	Invoice	09/30/2022	TRAVEL REIMBURSEMENT, SEPTEMBEI	001-100-610	75.96
00977	MS DEPARTMENT OF PUBLIC SAI	DKT0032072					32.00
	10132022	BACKGROUND CHECK - NEW EMPLOYE	Invoice	10/13/2022	BACKGROUND CHECK - NEW EMPLOYE	400-700-681	32.00
00043	RICHBURG, ANGELA	DKT0032073					15.60
	09302022	TRAVEL REIMBURSEMENT, SEPT 28-30	Invoice	09/30/2022	TRAVEL REIMBURSEMENT, SEPT 28-30	001-140-606	-80.00
						001-140-610	95.60
00146	STEGALL, EARL	DKT0032074					113.00
	10122022	AYN REED - NOTARY RENEWAL	Invoice	10/12/2022	AYN REED - NOTARY RENEWAL	001-200-622	113.00
					Total Claims: 5	Total Payment Amount:	5,635.52

City of Byram, MS

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APPKT007340 - 10/14/2022 1st A.P. (SEWER/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
00625	BISHOP'S HIGH VELOCITY DRAIN	DKT0032118					375.00
	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,	DKT0032119					2,358.97
	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	DKT0032120					57.42
	S100310940.001	PVC PIPE, ELL, COUPLINGS	Invoice	09/22/2022	PVC PIPE, ELL, COUPLINGS	400-700-505	57.42
01562	CONTROL SYSTEMS, INC	DKT0032121					3,500.00
	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	DKT0032122					1,400.00
	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	DKT0032123					17,790.00
	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	DKT0032124					790.00
	09132022	PO06199 MANHOLE @VOWELL'S	Invoice	09/13/2022	PO06199 MANHOLE @VOWELL'S	400-700-907	790.00
00096	O'REILLY AUTOMOTIVE STORES,	DKT0032125					12.99
	1676-104359	CONNECTOR	Invoice	09/19/2022	CONNECTOR	400-700-505	12.99
00089	REVELL HARDWARE	DKT0032126					202.30
	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/	DKT0032127					160.00
	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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APPKT007352 - 10/21/2022 UTILITIES, MISC (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 / Distribution Amount
00161	AT & T	DKT0032128					222.11
	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	DKT0032129					214.61
	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	DKT0032130					35.39
	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	DKT0032131					504.49
	10112022	POLICE DEPARTMENT PHONES 10/11/	Invoice	10/11/2022	POLICE DEPARTMENT PHONES 10/11/	001-200-609	504.49
00048	CENTERPOINT ENERGY	DKT0032132					16.72
	PW10172022	GENERATOR/LAGOON 09/09/2022 - 1(	Invoice	10/17/2022	GENERATOR/LAGOON	400-700-630	16.72
0005	ENTERGY	DKT0032133					3,971.41
	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	Invoice	10/17/2022	FD 200 BYRAM PKWY 09/08/2022 - 10	001-260-630	1,209.56
	265005973618	PD-2 130 SOUTHPOINTE DR STE G 09/	Invoice	10/14/2022	PD-2 130 SOUTHPOINTE DR STE G 09/	001-200-630	119.57
	300003830305	CH 5901 TERRY RD 09/08/2022 - 10/0!	Invoice	10/17/2022	CH 5901 TERRY RD 09/08/2022 - 10/0!	001-195-630	699.64
	305005314239	PW 231 SOUTHPOINTE DR 09/07/202:	Invoice	10/14/2022	PW 231 SOUTHPOINTE DR 09/07/202:	001-301-630	230.08
						400-700-630	230.08
0005	ENTERGY	DKT0032134					5,852.97
	10016887464	COLLECTIVE BILL (SEWER) # 10201798	Invoice	10/14/2022	COLLECTIVE BILL (SEWER) # 10201798	400-700-632	5,852.97
01426	KENDRICK, MAURICE	DKT0032135					273.58
	09292022	TRAVEL REIMBURSEMENT, BILOXI, MS	Invoice	09/29/2022	TRAVEL REIMBURSEMENT, BILOXI, MS	001-200-610	273.58
00264	KENTWOOD SPRINGS	DKT0032136					228.31
	12083768 091822	PD WATER	Invoice	09/18/2022	PD WATER	001-200-505	228.31
00264	KENTWOOD SPRINGS	DKT0032137					192.33
	12083768 101622	PD WATER	Invoice	10/16/2022	PD WATER	001-200-505	192.33
02672	MAGLOIRE, JUDSON	DKT0032138					180.92
	09292022	TRAVEL REIMBURSEMENT, BILOXI, MS	Invoice	09/29/2022	TRAVEL REIMBURSEMENT, BILOXI, MS	001-200-610	180.92
00977	MS DEPARTMENT OF PUBLIC SAI	DKT0032139					32.00
	10192022	BACKGROUND CHECK - NEW EMPLOYE	Invoice	10/19/2022	BACKGROUND CHECK - NEW EMPLOYE	001-301-681	32.00

Total Claims: 12 **Total Payment Amount: 11,724.84**

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City of Byram, MS

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APPKT007346 - 10/28/2022 2nd A.P. (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
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

Vendor #	Vendor Name / Payable Number	Docket/Claim # / Payable Description	Payable Type	Payable Date	Item Description	Account Number	Payment Amount / 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 & ELECTRONI(	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 - 10/1(	Invoice	10/17/2022	VEHICLE FUEL FOR 10/10/2022 - 10/1(	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 WELDIN(	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 - 10/10/202:	Invoice	10/10/2022	DIRECTOR OF COACHING - 10/10/202:	001-550-665	37.50
	10132022	DIRECTOR OF COACHING - 10/13/202:	Invoice	10/13/2022	DIRECTOR OF COACHING - 10/13/202:	001-550-665	37.50
	10172022	DIRECTOR OF COACHING - 10/17/202:	Invoice	10/17/2022	DIRECTOR OF COACHING - 10/17/202:	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

Docket of Claims Register APPKT007346 - 10/28/2022 2nd A.P. (AUTOMATION)

Vendor #	Vendor Name / Payable Number	Docket/Claim # / Payable Description	Payable Type	Payable Date	Item Description	Account Number	Payment Amount / 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 - 09/3(	Invoice	10/04/2022	PD PATROL COPIES 09/01/2022 - 09/3(	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 - 09/30/2(	Invoice	10/04/2022	COURT COPIER 09/01/2022 - 09/30/2(	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 REAI	001-260-570	3,858.70
02641	THE ATTORNEY GENERAL'S OFFI(	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, LI	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

Vendor #	Vendor Name / Payable Number	Docket/Claim # / Payable Description	Payable Type	Payable Date	Item Description	Account Number	Payment Amount / Distribution Amount
01516	WILLIAMS, LEWIS L	DKT0032189					60.00
	INV0070717	REFEREE ASSIGNOR WEEK ENDING 10,	Invoice	10/15/2022	REFEREE ASSIGNOR WEEK ENDING 10,	001-550-665	60.00

Total Claims: 28 **Total Payment Amount: 21,920.81**

City of Byram, MS

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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
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 - 10/0!	Invoice	10/10/2022	VEHICLE FUEL FOR 10/03/2022 - 10/0!	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 PUBLISH	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 SAI	DKT0032146					346.00
	SEPT2022-1	CRIME STOPPERS	Invoice	10/18/2022	CRIME STOPPERS	001-000-105	346.00
00649	MS DEPARTMENT OF PUBLIC SAI	DKT0032147					1,806.50
	SEPT2022-2	DUI OFFENSE/NON-ADJUDICATION	Invoice	10/18/2022	DUI OFFENSE/NON-ADJUDICATION	001-000-111	1,806.50

Vendor #	Vendor Name / Payable Number	Docket/Claim # / Payable Description	Payable Type	Payable Date	Item Description	Account Number	Payment Amount / 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**

City of Byram, MS

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APPKT007348 - 10/28/2022 2nd A.P. (SEWER/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
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 (	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 REPAII	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 COMMU	Invoice	10/01/2022	PO6247 BYRAM GAS ANNUAL COMMU	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

GOVERNMENT CONSULTANTS

GOVERNMENT CONSULTANTS, INC.

Consulting & Municipal Advisory Firm

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Madison, Mississippi 39110

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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

CERTIFICATES TRANSCRIPT CERTIFICATE

I, Angela Richburg, the duly qualified and acting City Clerk of the City of Byram, Mississippi (the "Municipality), hereby certify that the following persons have constituted the duly qualified and acting members of the Board of Aldermen of the Municipality (the "Board of Aldermen") at all times relative to the proceedings pertaining to the authorization, issuance, and sale of the Certificates of Participation (City of Byram, Mississippi, Fire Station Lease Purchase Project), dated the date of delivery of each series of the Certificates, in the maximum aggregate principal amount of $2,400,000 (the "Certificates"), and the Lease and Option to Purchase dated the date of delivery of each series of the Certificates, by and between the Central Mississippi Public Improvement Corporation (the "Corporation" or the "Lessor") and the Municipality (as the "Lessee"), whereby the Municipality leases a fire station and related facilities and certain equipment from the Corporation (the "Lease"), to wit: Alderman Robert Amos, Alderwoman Roschelle Gibson, Alderwoman Roshunda Harris-Allen, Alderwoman Diandra Hosey, Alderwoman Erma Johnson, Alderwoman Teresa Mack, and Alderman David Moore.

I further certify that Richard White was the duly qualified and acting Mayor of the Municipality (the "Mayor" and together with the Board of Aldermen the "Governing Body"), and I was the duly qualified and acting City Clerk of the Municipality at all times relative to the proceedings pertaining to the authorization, issuance, and sale of the Certificates and execution of the Lease.

I further certify that the time set for holding regular meetings of the Governing Body as set by its order is on the second and fourth Thursday of each month at 7:00 p.m. unless otherwise specified by the Governing Body.

I hereby certify that the attached and foregoing pages included in this transcript constitute a full, true, and complete transcript of all of the proceedings of the Governing Body which relate to and/or affect the authorization, issuance, and sale of the Certificates and execution of the Lease.

I further certify that this transcript includes all legal papers pertaining to the authorization, issuance, and sale of the Certificates and execution of the Lease, including excerpts of minutes of meetings of the Governing Body, resolutions, and proofs of publication, all of which are on file in my office in the City Hall of the Municipality.

I further certify that none of these proceedings or resolutions of the Governing Body in the matter of the authorization, issuance, and sale of the Certificates and execution of the Lease have been amended, modified, vacated, or rescinded in any manner, except as may be indicated; that all resolutions contained herein have been submitted to and approved by the Mayor; and that no appeal has been taken from any of the actions of the Governing Body in connection with said matter.

I further certify that there is no litigation now pending or threatened in any way involving the authorization, issuance, and sale of the Certificates or execution of the Lease.

WITNESS MY SIGNATURE AND THE OFFICIAL SEAL OF THE CITY OF BYRAM, MISSISSIPPI, this 10th day, November_, 2022__.

City of Byram, Mississippi

(seal) CITY OF BYRAM OFFICIAL SEAL MISSISSIPPI

Angela E. Richburg

Angela Richburg, City Clerk

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 MISSISSIPI 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 EXECUION 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 CERTIFCATES; 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 AMOS moved and Alderperson GIBSON 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: AYE
Alderwoman Roschelle Gibson	voted: AYE
Alderwoman Roshunda Harris-Allen	voted: AYE
Alderwoman Diandra Hosey	voted: AYE
Alderwoman Erma Johnson	voted: AYE
Alderwoman Teresa Mack	voted: AYE
Alderman David Moore	voted: AYE

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 E. Richburg

Angela Richburg, City Clerk

(seal)

CITY OF BYRAM OFFICIAL SEAL MISSISSIPPI

Exhibit A

Legal Description of the Property

Exhibit B

Ground Lease

BOOK 7267 PAGE 5466

1760266

Prepared by and Return to:
John P. Scanlon, Esq.
Mills, Scanlon, Dye & Pittman
800 Avery Blvd. North, Ste. 101
Ridgeland, MS 39157
(601) 957-2600

Grantee:
City of Byram Mississippi
P. O. Box 720222
Byram, MS 39272
Phone: (601) 372-7746

Grantor:
HDR Properties, LLC
P.O. Box 5989
Brandon, MS 39047
(601) 601-956-2028

Indexing Instructions: SW ¼ of Section 4, T4N-R1W, Hinds County, Mississippi

DONATION DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars and 00/100 ($10.00), cash in hand paid and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, HDR PROPERTIES, LLC, a Mississippi limited liability company, Grantor, does hereby grant, bargain, donate, convey and warrant specially unto the CITY OF BYRAM, MISSISSIPPI, Grantee, a body politic (hereinafter "Grantee"), the following described real property lying and being situated in the First Judicial District of Hinds County, Mississippi, to wit:

TRACT 1

A TRACT OR PARCEL OF LAND CONTAINING **1.00 ACRES**, MORE OR LESS, LYING AND BEING SITUATED IN THE SOUTHWEST 1/4 OF SECTION 4, T4N-R1W, HINDS COUNTY, MISSISSIPPI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Attached hereto and incorporated herein for all purposes as Exhibit "A" is a plat of this description.

TRACT 2

A TRACT OR PARCEL OF LAND CONTAINING **2.768 ACRES**, MORE OR LESS, LYING AND BEING SITUATED IN THE SOUTHWEST 1/4 OF SECTION 4, T4N-R1W, HINDS COUNTY, MISSISSIPPI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Attached hereto and incorporated herein for all purposes as Exhibit "B" is a plat of this description.

The warranty of this conveyance is subject to prior reservations of minerals, rights-of-way, easements, zoning ordinances and restrictive covenants of record.

Ad valorem taxes covering the above-described property for the current year will be paid by Grantors.

WITNESS MY SIGNATURE, this the 23rd day of August, 2021.

HDR PROPERTIES, LLC

By: ____________________
Its: Member

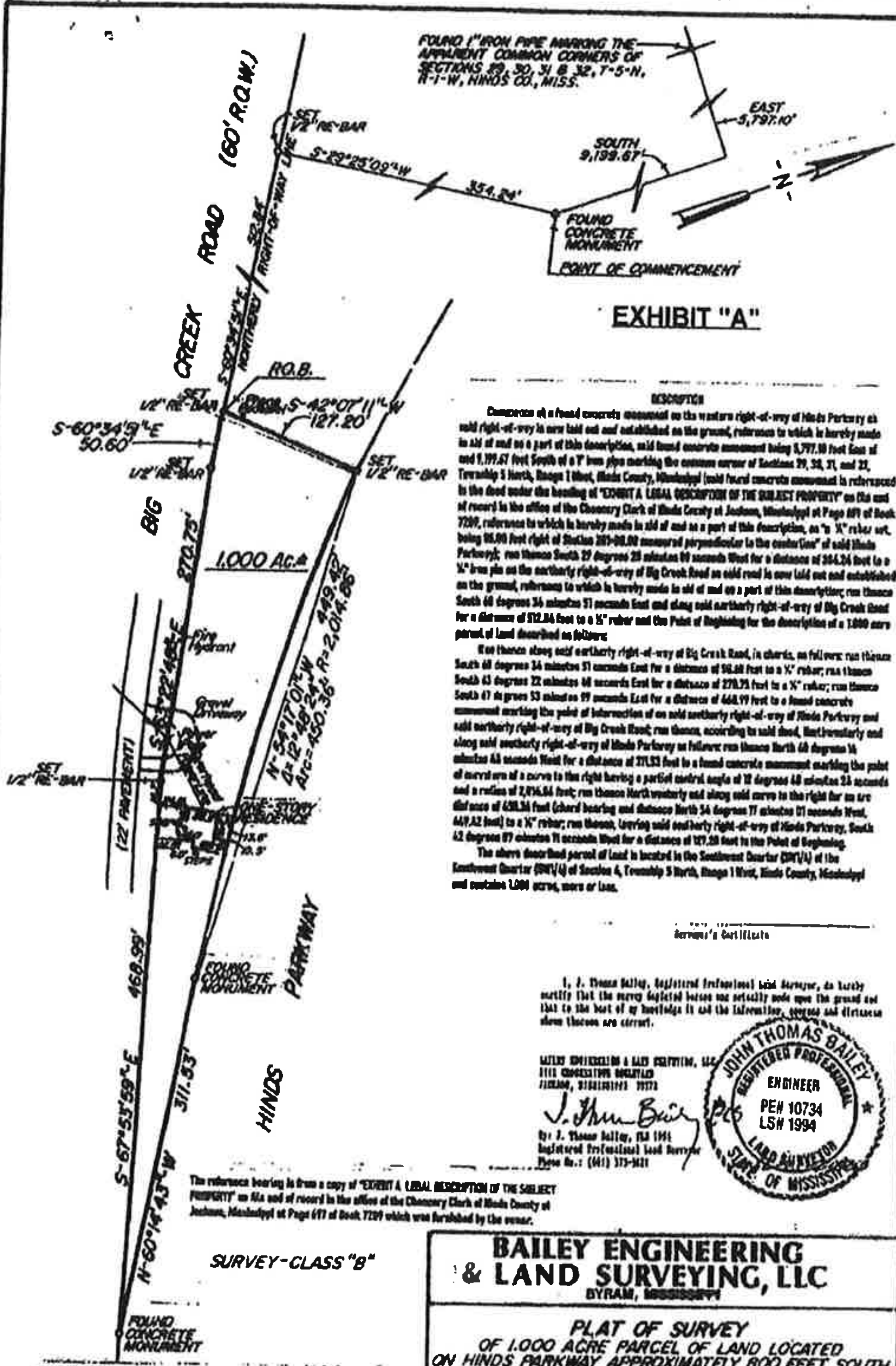


EXHIBIT "A"

DESCRIPTION

Commence at a found concrete monument on the western right-of-way of Hinds Parkway as said right-of-way is now laid out and established on the ground, reference to which is hereby made in aid of and as a part of this description, said found concrete monument being 5,797.10 feet East of and 9,199.67 feet South of a 1" iron pipe marking the common corner of Sections 29, 30, 31, and 32, Township 5 North, Range 1 West, Hinds County, Mississippi (said found concrete monument is referenced in the deed under the heading of "EXHIBIT A. LEGAL DESCRIPTION OF THE SUBJECT PROPERTY" on file and of record in the office of the Chancery Clerk of Hinds County at Jackson, Mississippi at Page 697 of Book 7209, reference to which is hereby made in aid of and as a part of this description, as "a ½" rebar set, being 95.00 feet right of Station 203+00.00 measured perpendicular to the centerline" of said Hinds Parkway); run thence South 29 degrees 25 minutes 09 seconds West for a distance of 354.24 feet to a ½" iron pin on the northerly right-of-way of Big Creek Road as said road is now laid out and established on the ground, reference to which is hereby made in aid of and as a part of this description; run thence South 60 degrees 34 minutes 51 seconds East and along said northerly right-of-way of Big Creek Road for a distance of 512.84 feet to a ½" rebar and the Point of Beginning for the description of a 1.000 acre parcel of land described as follows:

Run thence along said northerly right-of-way of Big Creek Road, in chords, as follows: run thence South 60 degrees 34 minutes 51 seconds East for a distance of 50.60 feet to a ½" rebar; run thence South 63 degrees 22 minutes 48 seconds East for a distance of 270.75 feet to a ½" rebar; run thence South 67 degrees 53 minutes 59 seconds East for a distance of 468.99 feet to a found concrete monument marking the point of intersection of an said southerly right-of-way of Hinds Parkway and said northerly right-of-way of Big Creek Road; run thence, according to said deed, Northwesterly and along said southerly right-of-way of Hinds Parkway as follows: run thence North 60 degrees 14 minutes 43 seconds West for a distance of 311.53 feet to a found concrete monument marking the point of curvature of a curve to the right having a partial central angle of 12 degrees 48 minutes 24 seconds and a radius of 2,014.86 feet; run thence Northwesterly and along said curve to the right for an arc distance of 450.36 feet (chord bearing and distance North 54 degrees 17 minutes 01 seconds West, 449.42 feet) to a ½" rebar; run thence, leaving said southerly right-of-way of Hinds Parkway, South 42 degrees 07 minutes 11 seconds West for a distance of 127.20 feet to the Point of Beginning.

The above described parcel of land is located in the Southwest Quarter (SW1/4) of the Southwest Quarter (SW1/4) of Section 4, Township 5 North, Range 1 West, Hinds County, Mississippi and contains 1.000 acres, more or less.

Surveyor's Certificate

I, J. Thomas Bailey, Registered Professional Land Surveyor, do hereby certify that the survey depicted hereon was actually made upon the ground and that to the best of my knowledge it and the information, courses and distances shown thereon are correct.

BAILEY ENGINEERING & LAND SURVEYING, LLC
[illegible]
[illegible], MISSISSIPPI [illegible]

J. Thomas Bailey PLS

By: J. Thomas Bailey, PLS 1994
Registered Professional Land Surveyor
Phone No.: (601) 373-[illegible]

JOHN THOMAS BAILEY
REGISTERED PROFESSIONAL
ENGINEER
PE# 10734
LS# 1994
LAND SURVEYOR
STATE OF MISSISSIPPI

The reference bearing is from a copy of "EXHIBIT A. LEGAL DESCRIPTION OF THE SUBJECT PROPERTY" on file and of record in the office of the Chancery Clerk of Hinds County at Jackson, Mississippi at Page 697 of Book 7209 which was furnished by the owner.

SURVEYORS NOTES:

1. A title search of the Public Records has not been performed by Bailey Engineering & Land Surveying, LLC, and the lands shown hereon were not abstracted for recorded or unrecorded easements and/or rights-of-way and rights-of-way and easements may differ from those shown.

2. The position/location and existence of underground features such as foundation footings, storm sewer piping, sanitary sewer piping, water piping and other utilities shown hereon are based on above ground features or on information furnished to us and the actual position/location and existence of said features may differ from what is shown.

3. This survey does not address zoning, setback or other restriction which the lands shown hereon may be subject to.

BAILEY ENGINEERING
& LAND SURVEYING, LLC
BYRAM, MISSISSIPPI

PLAT OF SURVEY
OF 1.000 ACRE PARCEL OF LAND LOCATED
ON HINDS PARKWAY APPROXIMATELY 800 FEET SOUTH
OF BIG CREEK ROAD JUNCTION BETWEEN
HINDS PARKWAY AND BIG CREEK ROAD
HINDS COUNTY, MISSISSIPPI

DESIGNED:			SCALE:	1"=100'	
DRAWN:	R. DALE		DWG. NO:	20-212	
APPROVED:	T. BAILEY				
DATE:	DECEMBER, 2020				
REV. NO.	DATE	NATURE OF REVISION	BY	CHKD.	APPD.

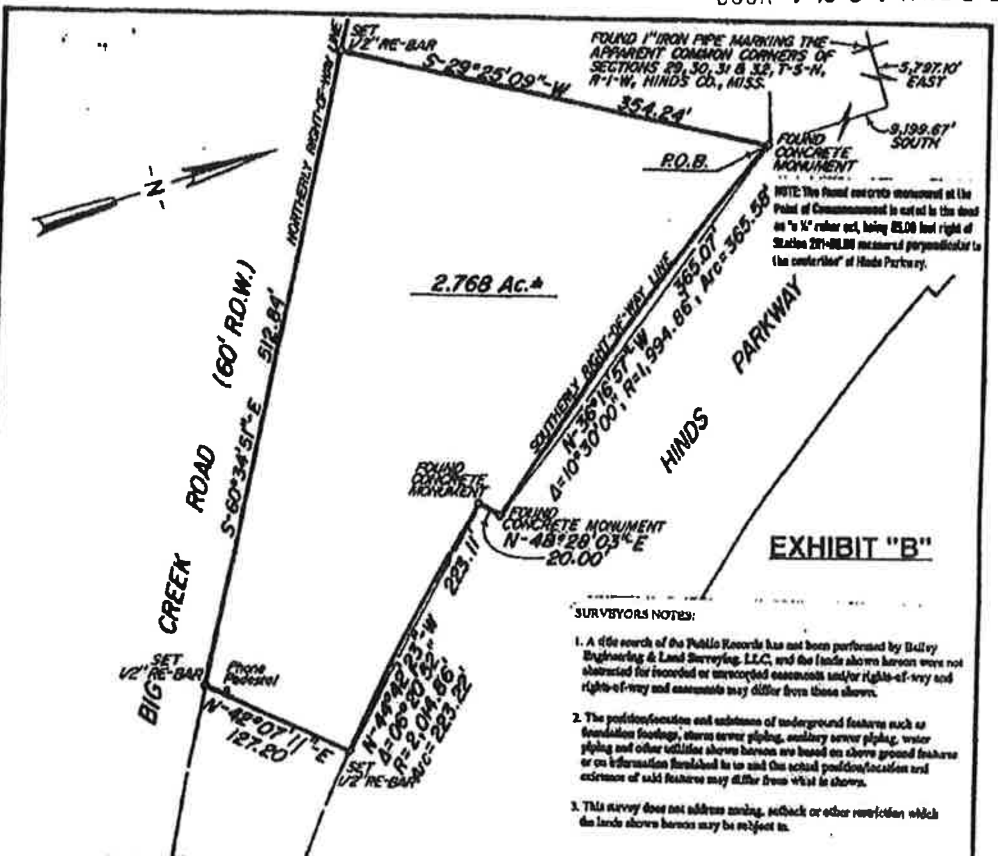
DESCRIPTION OF A 1.000 ACRES PARCEL OF LAND
BETWEEN HINDS PARKWAY AND BIG CREEK ROAD
APPROXIMATELY 800 FEET SOUTH OF BIG CREEK ROAD JUNCTION

Commence at a found concrete monument on the western right-of-way of Hinds Parkway as said right-of-way is now laid out and established on the ground, reference to which is hereby made in aid of and as a part of this description, said found concrete monument being 5,797.10 feet East of and 9,199.67 feet South of a 1" iron pipe marking the common corner of Sections 29, 30, 31, and 32, Township 5 North, Range 1 West, Hinds County, Mississippi (said found concrete monument is referenced in the deed under the heading of "EXHIBIT A LEGAL DESCRIPTION OF THE SUBJECT PROPERTY" on file and of record in the office of the Chancery Clerk of Hinds County at Jackson, Mississippi at Page 697 of Book 7209, reference to which is hereby made in aid of and as a part of this description, as "a ½" rebar set, being 85.00 feet right of Station 281+00.00 measured perpendicular to the centerline" of said Hinds Parkway); run thence South 29 degrees 25 minutes 09 seconds West for a distance of 354.24 feet to a ½" iron pin on the northerly right-of-way of Big Creek Road as said road is now laid out and established on the ground, reference to which is hereby made in aid of and as a part of this description; run thence South 60 degrees 34 minutes 51 seconds East and along said northerly right-of-way of Big Creek Road for a distance of 512.84 feet to a ½" rebar and the Point of Beginning for the description of a 1.000 acre parcel of land described as follows: .

Run thence along said northerly right-of-way of Big Creek Road, in chords, as follows; run thence South 60 degrees 34 minutes 51 seconds East for a distance of 50.60 feet to a ½" rebar; run thence South 63 degrees 22 minutes 48 seconds East for a distance of 270.75 feet to a ½" rebar; run thence South 67 degrees 53 minutes 59 seconds East for a distance of 468.99 feet to a found concrete monument marking the point of intersection of on said southerly right-of-way of Hinds Parkway and said northerly right-of-way of Big Creek Road; run thence, according to said deed, Northwesterly and along said southerly right-of-way of Hinds Parkway as follows: run thence North 60 degrees 14 minutes 43 seconds West for a distance of 311.53 feet to a found concrete monument marking the point of curvature of a curve to the right having a partial central angle of 12 degrees 48 minutes 24 seconds and a radius of 2,014.86 feet; run thence Northwesterly and along said curve to the right for an arc distance of 450.36 feet (chord bearing and distance North 54 degrees 17 minutes 01 seconds West, 449.42 feet) to a ½" rebar; run thence, leaving said southerly right-of-way of Hinds Parkway, South 42 degrees 07 minutes 11 seconds West for a distance of 127.20 feet to the Point of Beginning.

The above described parcel of land is located in the Southwest Quarter (SW1/4) of the Southwest Quarter (SW1/4) of Section 4, Township 5 North, Range 1 West, Hinds County, Mississippi and contains 1.000 acres, more or less.

(12/21/2020)



NOTE: The found concrete monument at the Point of Commencement is noted in the deed as "a ½" rebar set, being 65.00 feet right of Station 281+00.00 measured perpendicular to the centerline" of Hinds Parkway.

EXHIBIT "B"

SURVEYORS NOTES:

1. A title search of the Public Records has not been performed by Bailey Engineering & Land Surveying, LLC, and the lands shown hereon were not abstracted for recorded or unrecorded easements and/or rights-of-way and rights-of-way and easements may differ from those shown.

2. The position/location and existence of underground features such as foundation footings, storm sewer piping, sanitary sewer piping, water piping and other utilities shown hereon are based on above ground features or on information furnished to us and the actual position/location and existence of said features may differ from what is shown.

3. This survey does not address zoning, setback or other restriction which the lands shown hereon may be subject to.

DESCRIPTION

Begin at a found concrete monument on the western right-of-way of Hinds Parkway as said right-of-way is now laid out and established on the ground, reference to which is hereby made in aid of and as a part of this description, said found concrete monument being 5,797.10 feet East of and 9,199.67 feet South of a 1" iron pipe marking the common corner of Sections 29, 30, 31, and 32, Township 5 North, Range 1 West, Hinds County, Mississippi (said found concrete monument is referenced in the deed under the heading of "EXHIBIT A LEGAL DESCRIPTION OF THE SUBJECT PROPERTY" on file and of record in the office of the Chancery Clerk of Hinds County at Jackson, Mississippi at Page 697 of Book 7209, reference to which is hereby made in aid of and as a part of this description, as "a ½" rebar set, being 65.00 feet right of Station 281+00.00 measured perpendicular to the centerline" of said Hinds Parkway); run thence South 29 degrees 25 minutes 09 seconds West for a distance of 354.24 feet to a ½" rebar on the northerly right-of-way of Big Creek Road as said road is now laid out and established on the ground, reference to which is hereby made in aid of and as a part of this description; run thence South 60 degrees 34 minutes 51 seconds East and along said northerly right-of-way of Big Creek Road for a distance of 512.84 feet to a ½" rebar; run thence, leaving said northerly right-of-way of Big Creek Road, North 42 degrees 07 minutes 11 seconds East for a distance of 127.20 feet to a ½" rebar on said southerly right-of-way of Hinds Parkway; run thence, according to said description described in the deed under heading "EXHIBIT A LEGAL DESCRIPTION OF THE SUBJECT PROPERTY", Northwesterly and along said southerly right-of-way of Hinds Parkway as follows: run thence Northwesterly and along a curve to the right having a partial central angle of 06 degrees 20 minutes 52 seconds and a radius of 2,014.86 feet for an arc distance of 223.22 feet (chord bearing and distance North 44 degrees 42 minutes 23 seconds West, 223.11 feet) to a found concrete monument; run thence North 48 degrees 28 minutes 03 seconds East for a distance of 20.00 feet to a found concrete monument; run thence Northwesterly and along a curve to the right having a central angle of 10 degrees 30 minutes 00 seconds and a radius of 1,994.86 feet for an arc distance of 365.58 feet (chord bearing and distance North 36 degrees 16 minutes 57 seconds West, 365.07 feet) to the Point of Beginning.

The above described parcel of land is located in the Northwest Quarter (NW/4) and the Southwest Quarter (SW/4) of the Southwest Quarter (SW/4) of Section 6, Township 5 North, Range 1 West, Hinds County, Mississippi and contains 2.768 acres, more or less.

The reference bearing is from a copy of "EXHIBIT A LEGAL DESCRIPTION OF THE SUBJECT PROPERTY" on file and of record in the office of the Chancery Clerk of Hinds County at Jackson, Mississippi at Page 697 of Book 7209 which was furnished by the owner.

Surveyor's Certificate

SURVEY-CLASS "B"

I, J. Thomas Bailey, Registered Professional Land Surveyor, do hereby certify that the survey depicted hereon was actually made upon the ground and that to the best of my knowledge it and the information, courses and distances shown thereon are correct.

BAILEY ENGINEERING & LAND SURVEYING, LLC
5111 [illegible]
JACKSON, MISSISSIPPI 39272

J. Thomas Bailey, RLS
By: J. Thomas Bailey, PLS 1994
Registered Professional Land Surveyor
Phone No.: (601) 373-5631

Date: 12/ /20

JOHN THOMAS BAILEY
REGISTERED PROFESSIONAL ENGINEER
PE# 10734
LS# 1994
LAND SURVEYOR
STATE OF MISSISSIPPI

BAILEY ENGINEERING & LAND SURVEYING, LLC
BYRAM, MISSISSIPPI

PLAT OF SURVEY
OF 2.768 ACRE PARCEL OF LAND LOCATED ON HINDS PARKWAY APPROXIMATELY 250 FEET SOUTH OF BIG CREEK ROAD JUNCTION BETWEEN HINDS PARKWAY AND BIG CREEK ROAD
HINDS COUNTY, MISSISSIPPI

DESIGNED:			SCALE: 1"=100'		
DRAWN:	R. DALE		DWG. NO: 20-212		
APPROVED:	T. BAILEY				
DATE:	DECEMBER, 2020				
REV. NO.	DATE	NATURE OF REVISION	BY	CHKD.	APPD.

DESCRIPTION OF A 2.768 ACRES PARCEL OF LAND
BETWEEN HINDS PARKWAY AND BIG CREEK ROAD
APPROXIMATELY 250 FEET SOUTH OF BIG CREEK ROAD JUNCTION

Begin at a found concrete monument on the western right-of-way of Hinds Parkway as said right-of-way is now laid out and established on the ground, reference to which is hereby made in aid of and as a part of this description, said found concrete monument being 5,797.10 feet East of and 9,199.67 feet South of a 1" iron pipe marking the common corner of Sections 29, 30, 31, and 32, Township 5 North, Range 1 West, Hinds County, Mississippi (said found concrete monument is referenced in the deed under the heading of "EXHIBIT A, LEGAL DESCRIPTION OF THE SUBJECT PROPERTY" on file and of record in the office of the Chancery Clerk of Hinds County at Jackson, Mississippi at Page 697 of Book 7209, reference to which is hereby made in aid of and as a part of this description, as "a ½" rebar set, being 85.00 feet right of Station 281+00.00 measured perpendicular to the centerline" of said Hinds Parkway); run thence South 29 degrees 25 minutes 09 seconds West for a distance of 354.24 feet to a ½" rebar on the northerly right-of-way of Big Creek Road as said road is now laid out and established on the ground, reference to which is hereby made in aid of and as a part of this description; run thence South 60 degrees 34 minutes 51 seconds East and along said northerly right-of-way of Big Creek Road for a distance of 512.84 feet to a ½" rebar; run thence, leaving said northerly right-of-way of Big Creek Road, North 42 degrees 07 minutes 11 seconds East for a distance of 127.20 feet to a ½" rebar on said southerly right-of-way of Hinds Parkway; run thence, according to said description described in the deed under heading "EXHIBIT A LEGAL DESCRIPTION OF THE SUBJECT PROPERTY", Northwesterly and along said southerly right-of-way of Hinds Parkway as follows: run thence Northwesterly and along a curve to the right having a partial central angle of 06 degrees 20 minutes 52 seconds and a radius of 2,014.86 feet for an arc distance of 223.22 feet (chord bearing and distance North 44 degrees 42 minutes 23 seconds West, 223.11 feet) to a found concrete monument; run thence North 48 degrees 28 minutes 03 seconds East for a distance of 20.00 feet to a found concrete monument; run thence Northwesterly and along a curve to the right having a central angle of 10 degrees 30 minutes 00 seconds and a radius of 1,994.86 feet for an arc distance of 365.58 feet (chord bearing and distance North 36 degrees 16 minutes 57 seconds West, 365.07 feet) to the Point of Beginning.

The above described parcel of land is located in the Northwest Quarter (NW1/4) and the Southwest Quarter (SW1/4) of the Southwest Quarter (SW1/4) of Section 4, Township 5 North, Range 1 West, Hinds County, Mississippi and contains 2.768 acres, more or less.

(12/21/2020)

STATE OF MS
COUNTY OF HINDS
FILED-RECORDED
1ST DISTRICT

2021 SEP -2 PM 3:03
BOOK 7267
PAGE 5466
EDDIE JEAN CARR
CHANCERY CLERK

SUSTAINABILITY PARTNERS

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 October ____, 2022.

City of Byram, MS

DocuSigned by:

By: Mayor Richard White

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Name: Honorable Richard White

Title: Mayor

Phone: (601) 372-7746

E-Mail: rwhite@byram-ms.us

Address: 5901 Terry Rd., Byram, MS 39272

Sustainability Partners LLC

DocuSigned by:

By: Adam Cain

A9D608D15267403...

Adam T. Cain, COO, for Thomas Cain, CEO

Name: Thomas Cain

Title: CEO

Phone: (480) 840-0400

E-Mail: tcain@s.partners

Date: 10/28/2022, 2022

Sources: M-USA 10.19.22

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 Units(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 IaaI*: 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 Units(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 IaaI 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:

a) such Support Cost payment being due to an approved provider,

b) performance by Customer and approved provider in accordance with the terms of a written agreement for the Support Costs,

c) the absence of any pending dispute between the parties to the written agreement for the Support Costs,

d) the SP Entity's receipt of the applicable invoice from the approved provider, together with any additional supporting documentation required, and

e) 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,

a) identify the Units subject to the Support Cost,

b) include a Customer's certification that Customer has reviewed and approved the Unit work as being properly performed, and

c) if the SP Entity is not being directly billed by Approved Contractor,

i. identify the amount to be paid by the SP Entity,

ii. identify the date on which payment must be paid,

iii. provide payment instructions for electronic payment, and

iv. be delivered at least 10 business days prior to the date on which the payment must be paid.

10. <u>The Term</u>.

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. <u>Changes</u>.

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) Usages 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 <u>only</u> 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.

a) *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.

b) 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.

c) *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.

d) *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) *IaaU 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:

i. 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;

ii. 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 IaaI 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 uncurable, 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 IaaI, 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 (**R**ights Fee/ Iaa**U** /Iaa**I**): ____

If type is Rights Fee then revenue sharing source is: ____

If type is IaaU, 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 (**R**ights Fee/**I**aa**I**/**C**onnect Fee):		$ Amount:	N/A	Trigger:	N/A

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 (Month/Year)	M	Starting month # after Install Date	1
MMR Reserve	TBD		Per (Month/Year)	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:**

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")

__________, 2022

Notice to Proceed for Service Addendum #: ________

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 IaaI or Rights Fee

funding underwriting	TBD	monthly administration:	TBD	origination:	TBD

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 T. Cain

Title: COO & General Counsel

Date: __________

Sources: M-USA 10.19.22

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 Schedule A

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: __________

Customer:

____

By: ______________________
Name: ______________________
Title: ______________________

SP Entity:

____
By: Sustainability Partners Services LLC, its Manager

By: ______________________
Name: Adam T. Cain
Title: COO & General Counsel

DocuSign

Certificate Of Completion

Envelope Id: 9D24ACF8F4B0415CAB418C0FDAD50690 | Status: Completed

Subject: Complete with DocuSign: City of Byram, MS_Sustainability Partners MUSA_10.28.22

Source Envelope:

Document Pages: 16	Signatures: 2	Envelope Originator:
Certificate Pages: 5	Initials: 0	Tracye Boegner
AutoNav: Enabled		98 E El Freda Circle
EnvelopeId Stamping: Enabled		Tempe, AZ 85284
Time Zone: (UTC-07:00) Arizona		tboegner@s.partners
		IP Address: 73.180.179.6

Record Tracking

Status: Original 10/28/2022 11:35:22 AM	Holder: Tracye Boegner tboegner@s.partners	Location: DocuSign

Signer Events	Signature	Timestamp
Mayor Richard White rwhite@byram-ms.us Security Level: Email, Account Authentication (None)	DocuSigned by: Mayor Richard White F7853A15890245E... Signature Adoption: Pre-selected Style Using IP Address: 173.235.96.74	Sent: 10/28/2022 12:00:31 PM Viewed: 10/28/2022 1:53:22 PM Signed: 10/28/2022 1:54:10 PM
Electronic Record and Signature Disclosure: Accepted: 10/28/2022 1:53:22 PM ID: a16fe24c-88e4-4e11-803b-8388b52a2a26		
Adam Cain acain@s.partners COO & Corporate Counsel Sustainability Partners Security Level: Email, Account Authentication (None)	DocuSigned by: Adam Cain A9D608D15267403... Signature Adoption: Pre-selected Style Using IP Address: 184.190.142.59	Sent: 10/28/2022 1:54:12 PM Viewed: 10/28/2022 2:44:55 PM Signed: 10/28/2022 2:46:10 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Angela Richburg arichburg@byram-ms.us Security Level: Email, Account Authentication (None)	COPIED	Sent: 10/28/2022 2:46:11 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Carbon Copy Events	Status	Timestamp
Carla Dazet cdazet@jacksonms.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 12/13/2021 1:14:49 PM ID: d2f49f57-7fe3-4de2-8f95-45c522078d6c	COPIED	Sent: 10/28/2022 2:46:12 PM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/28/2022 12:00:31 PM
Certified Delivered	Security Checked	10/28/2022 2:44:55 PM
Signing Complete	Security Checked	10/28/2022 2:46:10 PM
Completed	Security Checked	10/28/2022 2:46:12 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

CONSUMER DISCLOSURE

From time to time, Sustainability Partners (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

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At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Sustainability Partners:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: tcain1217@s.partners

To advise Sustainability Partners of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at tcain1217@s.partners and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

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To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an e-mail to tcain1217@s.partners and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari ™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.
By checking the 'I agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and

- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and

- Until or unless I notify Sustainability Partners as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Sustainability Partners during the course of my relationship with you.