CITY OF BYRAM
MINUTES OF THE REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN
THURSDAY, DECEMBER 12, 2024, 7:00 PM
City Hall: 5901 Terry Road, Byram, MS

1. **Welcome and Call to Order**
   Mayor White called the meeting to order at 7:00 p.m.

2. **Invocation**
   The Invocation was given by Billy McSorley of Springridge United Methodist Church

3. **Pledge of Allegiance**

4. **Roll Call**
   Present: Richard White, Mayor
   Erma Johnson, Alderman, Ward I
   Diandra Hosey, Alderman, Ward II
   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
   Attorney Zachary Giddy

5. **Presented Items**

   (a) **Approval to amend the agenda to include under Discussion and Action, approval to hire a Lateral Police Officer at $24.75 per hour with full benefits, contingent upon successful completion of the hiring process, and approval for Elected Officials to attend the Mississippi Black Caucus of Elected Officials 2025 Mid-Winter conference in Jackson on January 12 - 13, 2025 with registration fees of $150.00 each and no estimated travel expenses - City Clerk Angela Richburg**
   Motion to amend the agenda
   Moved by Alderman Gibson
   Seconded by Alderman Johnson
   Motion Passed
   Ayes: Johnson, Hosey, Amos, Mack, Gibson, Moore, Harris-Allen

   (b) **Public Hearing to determine whether or not a Conditional Use shall be granted for a tunnel car wash at property located at 5700 I-55 South Frontage Road, Byram, parcel numbers 4851-200-39 and 4851-200-58 - Building Official Eric Munden**
   Mayor White opened the Public Hearing at 7:04 p.m. Persons who addressed the Board were Building Official Eric Munden, Larry Wagner of Commercial Construction, Clay Hooks of Blue Sky, and, through its minutes, the DRC.

An opportunity to address the Mayor and Board of Aldermen was afforded to those in opposition, with no-one speaking. Mayor White closed the Public Hearing at 7:16 p.m.
Motion to approve a Conditional Use for a tunnel carwash with the conditions recommended by the DRC
Moved by Alderman Harris-Allen
Seconded by Alderman Gibson
Motion Passed
Ayes: Johnson, Hosey, Amos, Mack, Gibson, Moore, Harris-Allen

(c) **Approval of Bond Resolution and Exhibits - presented by Brad Davis, Watkins & Eager, PLLC**
Motion to approve Bond Resolution and exhibits as presented
Moved by Alderman Amos
Seconded by Alderman Gibson
Motion Passed
Ayes: Johnson, Hosey, Amos, Mack, Gibson, Moore, Harris-Allen

(d) **Proposal for Property and Liability Insurance - presented by Nick Myers of Cadence Insurance**
Motion to approve Property and Liability Insurance Proposal as presented
Moved by Alderman Hosey
Seconded by Alderman Amos
Motion Passed
Ayes: Johnson, Hosey, Amos, Mack, Gibson, Moore, Harris-Allen

(e) **Presentation and approval of a quote for seasonal replanting of the stone planters at Byram Intersections - presented by Idell McShan, of Keep Byram Beautiful**
Moved to January 9 agenda

(f) **Approval of quote in the amount of $1,454,787.00 for a Rosenbauer ladder truck from Bonaventure Company, Inc., with an anticipated delivery date of the 3rd quarter of 2026 - Fire Chief Harry Horton**
Motion to approve quote and order the fire truck before prices increase in January of 2025
Moved by Alderman Johnson
Seconded by Alderman Gibson
Motion Passed
Ayes: Johnson, Hosey, Amos, Mack, Gibson, Moore, Harris-Allen

6. **Approval of Consent Agenda Items**
Motion to approve Consent Agenda, with item (c) pulled for a separate vote and deeming the items in (h), (i) and (j) as no longer needed for Municipal purposes
Moved by Alderman Gibson
Seconded by Alderman Harrie-Allen
Motion Passed
Ayes: Johnson, Hosey, Amos, Mack, Gibson, Moore, Harris-Allen

(a) Approval of Minutes of the Regular Meeting of the Mayor and Board of Aldermen held November 14, 2024 - City Clerk Angela Richburg

(b) Approval to submit debts owed the City to the Mississippi Department of Revenue for collection as authorized by the Local Debt Collection Setoff Act - City Clerk Angela Richburg

(c) Acceptance of Keep Byram Beautiful donation in the amount of $200.00 from the Law Office of Diandra Hosey, PLLC to be used for the Pocket Park - City Clerk Angela Richburg

Pulled for separate vote after Alderman Hosey recused herself

Motion to approve

Moved by Alderman Amos

Seconded by Alderman Gibson

Motion Passed

Ayes: Johnson, Amos, Mack, Gibson, Moore, Harris-Allen

(d) Acceptance of donation in the amount of $500.00 from HQ Starc Adopt A School for the Mayoral Health Council to purchase fruit to give away at the Christmas Tree Lighting - City Clerk Angela Richburg

(e) Acceptance of donation in the amount of $200.00 from Davis Wrecker, LLC for K-9 supplies - City Clerk Angela Richburg

(f) Acceptance of donation in the amount of $800.00 from Jackson Area Federal Credit Union to sponsor a soccer field for the 2025 season - City Clerk Angela Richburg

(g) Approval of Order Recognizing Unmarked Vehicle for criminal investigation division - Chief David Errington

(h) Approval to dispose of an Phython III RadarBox, Asset #00237, Serial #PYT846003965, due to it being inoperable - Chief David Errington

(i) Approval to dispose of Fire Department radios that are broken, duplicate entries and not found - Fire Chief Harry Horton

(j) Approval to dispose of six Hewlett Packard computers, Asset #01228, Serial #5CD8170CYM, Asset #01214, Serial #5CD8170CWO, Asset #01216, Serial #5CD8170CWT, Asset #01225, Serial #5CD8170CYJ, Asset #01224, Serial #5CD8170CTY, Asset #01220, Serial #5CD8170D02 due to computers being inoperable - Chief David Errington

(k) Approval of payment in the amount of $43,270.90 to Hemphill Construction, final invoice for nonparticipating items for the Gary Road Bridge Repair Project (001-301-910)

(l) **Approval of payment in the amount of $250.00 to MacNificent Rentals for the rental of a tent for the Christmas Tree Lighting on December 6, 2024 (100-550-640)**

7. **Discussion and Action**

(a) **Approval of Claims Docket in the amount of $345,754.62 from 11/6/24 through 12/4/24 - City Clerk Angela Richburg**
Motion to approve Claims Docket
Moved by Alderman Gibson
Seconded by Alderman Harris-Allen
Motion Passed
Ayes: Johnson, Hosey, Amos, Gibson, Moore, Harris-Allen
Nay: Mack

(b) **Approval of SB2468 Siwell/Terry Road Intersection Fund and HB603 Bridge Fund Budgets - City Clerk Angela Richburg**
Motion to approve SB2468 Siwell/Terry Road Intersection Fund and HB603 Bridge Fund Budgets as presented
Moved by Alderman Johnson
Seconded by Alderman Harris-Allen
Motion Passed
Ayes: Johnson, Hosey, Amos, Mack, Gibson, Moore, Harris-Allen

(c) **Approval for Elected Officials to attend the MML Mid-Winter Conference to be held in Jackson January 14 - 16, 2025, with registration fees of $150.00 per person - City Clerk Angela Richburg**
Motion to approve travel/training with registration fees of $150.00 per person and no estimated travel expenses
Moved by Alderman Gibson
Seconded by Alderman Johnson
Motion Passed
Ayes: Johnson, Hosey, Amos, Mack, Gibson, Moore, Harris-Allen

(d) **Approval to hire a Level II Police Officer at $21.95 per hour with full benefits, contingent upon successful completion of the hiring process - Chief David Errington**
Motion to hire Ziera Bates as a Level II Police Officer at $21.95 per hour with full benefits, contingent upon successful completion of the hiring process
Moved by Alderman Gibson
Seconded by Alderman Mack
Motion Passed
Ayes: Johnson, Hosey, Amos, Mack, Gibson, Moore, Harris-Allen

(e) **Approval of promotion for Daisha Williams from Recruit to Level I Officer with rate of pay increased to $20.43 per hour effective December 23, 2024 - Chief David Errington**

Motion to approve a promotion for Daisha Williams from Recruit to Level I Officer with rate of pay increased to $20.43 per hour effective December 23, 2024
Moved by Alderman Harris-Allen
Seconded by Alderman Mack
Motion Passed
Ayes: Johnson, Hosey, Amos, Mack, Gibson, Moore, Harris-Allen

(f) **Approval to hire an Emergency Dispatcher at $13.75 per hour with full benefits, contingent upon successful completion of the hiring process - Chief David Errington**
Motion to hire Linnie Harrington as an Emergency Dispatcher at $13.75 per hour with full benefits, contingent upon successful completion of the hiring process
Moved by Alderman Harris-Allen
Seconded by Alderman Gibson
Motion Passed
Ayes: Johnson, Hosey, Amos, Mack, Gibson, Moore, Harris-Allen

(g) **Approval to hire a Lateral Police Officer at $24.75 per hour with full benefits, contingent upon successful completion of the hiring process - Chief David Errington**
Motion to hire Police Officer Bryan Calvin at $24.75 per hour with full benefits, contingent upon successful completion of the hiring process
Moved by Alderman Johnson
Seconded by Alderman Harris-Allen
Motion Passed
Ayes: Johnson, Hosey, Amos, Mack, Gibson, Moore, Harris-Allen

(h) **Approval for Elected Officials to attend the Mississippi Black Caucus of Elected Officials 2025 Mid-Winter conference in Jackson on January 12 - 13, 2025 with registration fees of $150.00 each and no estimated travel expenses (001-100-611)**
Motion to approve
Moved by Alderman Harris-Allen
Seconded by Alderman Gibson
Motion Passed
Ayes: Johnson, Hosey, Amos, Mack, Gibson, Moore, Harris-Allen

(i) **Department Heads Monthly Reports**
No action taken

8. **Public Comments** *Byram residents may address the Board at this time, provided they have signed in with their name and address. Discussion will be limited to three (3) minutes per person*

9. **Announcements**

(a) **Saturday, December 14th at 10:00 a.m. - "Who's Your Christmas Superhero" Christmas Parade**

(b) **Thursday, December 19th at 6:00 p.m. – Christmas With Cops toy drive giveaway**

(c) **City Administrative Offices will be closed on December 24th and 25th for Christmas, and January 1st for New Year's Day**

(d) **Monday, January 6th - Regular Work Session of the Mayor and Board of Aldermen, 6:30 P.M. at City Hall**

(e) **Thursday, January 9th - Regular Meeting of the Mayor and Board of Aldermen, 7:00 p.m. at City Hall**

10. Adjourn

Motion to adjourn at 8:06 p.m.
Moved by Alderman Gibson
Seconded by Alderman Moore
Motion Passed
Ayes: Johnson, Hosey, Amos, Mack, Gibson, Moore, Harris-Allen

APPROVED: ______________________ DATE: 1/9/25
Mayor Richard White

ATTEST: Angela E. Richburg DATE: 1/9/25
City Clerk Angela Richburg

CITY OF BYRAM

Claims Docket

11/06/2024 to 12/04/2024

DECEMBER 13, 2024 CHECK RUN

Paid Claims:

PACKET # 8713	$142,757.39	11/15/2024 AGENDA RUN (IN HOUSE)	Pages 1-3 attached
PACKET # 8714	$8,099.29	11/15/2024 (A/P AUTOMATION)	Page 4 attached
PACKET # 8715	$11,846.60	END OF MONTH (A/P AUTOMATION)	Pages 5-6 attached
PACKET # 8725	$11,151.84	11/18/2024 MISCELLANEOUS CHECK RUN (IN HOUSE)	Page 7 attached
PACKET # 8726	$3,161.62	11/18/2024 MISC CHECK RUN(A/P AUTOMATION)	Page 8 attached
PACKET # 8727	$22.83	11/18/2024 MISC CHECK RUN (SEWER AUTOMATION)	Page 9 attached
PACKET # 8732	$20,734.66	11/20/2024 MISCELLANEOUS CHECK RUN (IN HOUSE)	Page 10 attached
PACKET # 8733	$4,561.72	11/20/2024 MISC CHECK RUN (A/P AUTOMATION)	Page 11 attached
PACKET # 8734	$1,036.30	11/21/2024 MISC CHECK RUN (IN HOUSE)	Page 12 attached

Unpaid Claims:

PACKET # 8719	$8,392.80	12/13/2024 1st A.P. (SEWER AUTOMATION)	Page 13 attached
PACKET # 8720	$102,129.99	12/13/2024 1st A.P. (A/P AUTOMATION)	Page 14-21 attached
PACKET # 8721	$7,564.18	12/13/2024 1st A.P. (IN HOUSE)	Page 22 attached
PACKET # 8730	$24,295.40	11/30/2024 END OF MONTH (IN HOUSE)	Pages 23-25 attached

Total Claims:	$345,754.62

Docket of Claims Register

City of Byram, MS

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APPKT008713 - AGENDA RUN 11/15/2024 (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	DKT0038332					214.61
	5081405906	NCIC MONITORING 10/01/2024 - 10/3	Invoice	11/01/2024	NCIC MONITORING 10/01/2024 - 10/3	001-200-605	214.61
01689	AXON ENTERPRISE, INC	DKT0038333					4,485.92
	INUS289331	LEASE PAYMENT #3 OF 5 FOR TASERS	Invoice	10/15/2024	LEASE PAYMENT #3 OF 5 FOR TASERS	001-200-650	4,485.92
03107	EDWARDS-BLACK JR, GARSHEO M	DKT0038334					95.00
	INV0084003	AR U14 B @ 12 P.M.	Invoice	11/09/2024	AR U14 B @ 12 P.M.	001-550-665	35.00
	INV0084008	AR U14/16 @ 1:30 P.M.	Invoice	11/09/2024	AR U14/16 @ 1:30 P.M.	001-550-665	35.00
	INV0084014	AR U12 B @ 2:30 P.M.	Invoice	11/09/2024	AR U12 B @ 2:30 P.M.	001-550-665	25.00
03086	FINNEY, RICHARD III	DKT0038335					115.00
	INV0083993	AR U 10 B @ 10:30 A.M.	Invoice	11/09/2024	AR U 10 B @ 10:30 A.M.	001-550-665	20.00
	INV0084002	AR U14 B @ 12 P.M.	Invoice	11/09/2024	AR U14 B @ 12 P.M.	001-550-665	35.00
	INV0084007	AR U14/16 @ 1:30 P.M.	Invoice	11/09/2024	AR U14/16 @ 1:30 P.M.	001-550-665	35.00
	INV0084013	AR U12 B @ 2:30 P.M.	Invoice	11/09/2024	AR U12 B @ 2:30 P.M.	001-550-665	25.00
00913	FIRST NATIONAL BANK OF OMAH	DKT0038336					342.51
	10092024	ERMA JOHNSON, SMALL TOWN CONF,	Invoice	10/09/2024	ERMA JOHNSON, SMALL TOWN CONF,	001-100-610	178.00
	10102024	WEBSITE DOMAIN RENEWAL	Invoice	10/10/2024	WEBSITE DOMAIN RENEWAL	001-200-681	75.51
	10102024-2	ROSCHELLE GIBSON, SMALL TOWN CO	Invoice	10/10/2024	ROSCHELLE GIBSON, SMALL TOWN CO	001-100-610	89.00
02671	FLOCK GROUP, INC.	DKT0038337					37,500.00
	INV-51318	ANNUAL RENEWAL PAYMENT #2 OF 5	Invoice	11/04/2024	ANNUAL RENEWAL PAYMENT #2 OF 5	001-200-640	37,500.00
00019	GUEST CONSULTANTS, INC	DKT0038338					13,160.00
	7394	SEWER DESLUDGE PROJECT #22-051	Invoice	11/08/2024	SEWER DESLUDGE PROJECT #22-051	400-700-602	5,910.00
	7395	E. SIWELL/SE FRONTAGE RD SEWER DI	Invoice	11/08/2024	E. SIWELL/SE FRONTAGE RD SEWER DI	400-700-602	7,250.00
00019	GUEST CONSULTANTS, INC	DKT0038339					2,000.00
	7396	PROJECTS & PLAN REVIEW	Invoice	11/08/2024	PROJECTS & PLAN REVIEW	001-195-602	2,000.00
02919	HARRIS, MARIAM M.	DKT0038340					125.00
	079	VETERAN'S DAY CELEBRATION (BALLO(	Invoice	11/12/2024	VETERAN'S DAY CELEBRATION (BALLO(	100-550-505	125.00
02856	KRAFT, JULIA	DKT0038341					94.05
	11092024	REIMBURSEMENT - PIZZA - VETERAN'S	Invoice	11/09/2024	REIMBURSEMENT - PIZZA - VETERAN'S	100-550-505	94.05
02736	LITTLES, PATRICK	DKT0038342					50.00
	INV0083989	REFEREED U8 B @ 10:15 A.M. (SOLO)	Invoice	11/09/2024	REFEREED U8 B @ 10:15 A.M. (SOLO)	001-550-665	25.00
	INV0083994	REFEREED U8 B @ 11:15 A.M. (SOLO)	Invoice	11/09/2024	REFEREED U8 B @ 11:15 A.M. (SOLO)	001-550-665	25.00

Docket of Claims Register — **APPKT008713 - AGENDA RUN 11/15/2024 (IN HOUSE)**

Vendor #	Vendor Name / Payable Number	Docket/Claim # / Payable Description	Payable Type	Payable Date	Item Description	Account Number	Payment Amount / Distribution Amount
03070	MELVIN, MICHAEL A.	DKT0038343					75.00
	INV0083984	REFEREED U8 B @ 9:15 A.M. (SOLO)	Invoice	11/09/2024	REFEREED U8 B @ 9:15 A.M. (SOLO)	001-550-665	25.00
	INV0084004	REFEREED U12 G @ 1 P.M. (SOLO)	Invoice	11/09/2024	REFEREED U12 G @ 1 P.M. (SOLO)	001-550-665	50.00
01819	METRIX SOLUTIONS, LLC	DKT0038344					79,078.00
	M116070	BODYWORN ANNUAL RENEWAL - YEAI	Invoice	10/24/2024	BODYWORN ANNUAL RENEWAL - YEAI	001-200-640	79,078.00
00007	MILLS, SCANLON, DYE & PITTMA	DKT0038345					680.00
	11142024	FILING FEES, 8 @ $85 EACH	Invoice	11/14/2024	FILING FEES, 8 @ $85 EACH	400-700-603	680.00
03065	MOSES, DENNIS KEITH	DKT0038346					165.00
	INV0083987	AR U10 G @ 9:30 A.M.	Invoice	11/09/2024	AR U10 G @ 9:30 A.M.	001-550-665	20.00
	INV0083991	REFEREED U10 B @ 10:30 A.M.	Invoice	11/09/2024	REFEREED U10 B @ 10:30 A.M.	001-550-665	30.00
	INV0083996	REFEREED U10 G @ 11:30 A.M.	Invoice	11/09/2024	REFEREED U10 G @ 11:30 A.M.	001-550-665	30.00
	INV0083999	AR U10 B @ 12:30 P.M.	Invoice	11/09/2024	AR U10 B @ 12:30 P.M.	001-550-665	20.00
	INV0084005	REFEREED U10 B @ 1:30 P.M. (SOLO)	Invoice	11/09/2024	REFEREED U10 B @ 1:30 P.M. (SOLO)	001-550-665	45.00
	INV0084010	AR U10 B @ 2:30 P.M.	Invoice	11/09/2024	AR U10 B @ 2:30 P.M.	001-550-665	20.00
02666	PATTON, ZACHARY	DKT0038347					115.00
	INV0084001	REFEREED U14 B @ 12 P.M.	Invoice	11/09/2024	REFEREED U14 B @ 12 P.M.	001-550-665	40.00
	INV0084006	REFEREED U14/16 @ 1:30 P.M.	Invoice	11/09/2024	REFEREED U14/16 @ 1:30 P.M.	001-550-665	40.00
	INV0084012	REFEREED U12 B @ 2:30 P.M.	Invoice	11/09/2024	REFEREED U12 B @ 2:30 P.M.	001-550-665	35.00
00086	PHELPS	DKT0038348					3,502.50
	1386011-2	PROFESSIONAL SVCS RENDERED THRO	Invoice	10/28/2024	PROFESSIONAL SVCS RENDERED THRO	001-100-603	3,502.50
02817	QUINN, SHAMEKA R	DKT0038349					37.50
	11072024	DIRECTOR OF COACHING 11/07/2024	Invoice	11/07/2024	DIRECTOR OF COACHING 11/07/2024	001-550-665	37.50
03117	SWINDOLL, JESSICA	DKT0038350					257.30
	10252024	TRAVEL REIMBURSEMENT, MENDENH/	Invoice	10/25/2024	TRAVEL REIMBURSEMENT, MENDENH/	001-200-610	257.30
02958	THOMAS, CRAIG LEWIS	DKT0038351					110.00
	INV0083986	REFEREED U10 G @ 9:30 A.M.	Invoice	11/09/2024	REFEREED U10 G @ 9:30 A.M.	001-550-665	30.00
	INV0083992	AR U 10 B @ 10:30 A.M.	Invoice	11/09/2024	AR U 10 B @ 10:30 A.M.	001-550-665	20.00
	INV0083998	REFEREED U10 B @ 12:30 P.M.	Invoice	11/09/2024	REFEREED U10 B @ 12:30 P.M.	001-550-665	30.00
	INV0084009	REFEREED U10 B @ 2:30 P.M.	Invoice	11/09/2024	REFEREED U10 B @ 2:30 P.M.	001-550-665	30.00
03073	WALKER, LAUREN ALEXANDRIA S	DKT0038352					80.00
	INV0083988	AR U 10 G @ 9:30 A.M.	Invoice	11/09/2024	AR U 10 G @ 9:30 A.M.	001-550-665	20.00
	INV0083997	AR U10 G @ 11:30 A.M.	Invoice	11/09/2024	AR U10 G @ 11:30 A.M.	001-550-665	20.00
	INV0084000	AR U10 B @ 12:30 P.M.	Invoice	11/09/2024	AR U10 B @ 12:30 P.M.	001-550-665	20.00
	INV0084011	AR U10 B @ 2:30 P.M.	Invoice	11/09/2024	AR U10 B @ 2:30 P.M.	001-550-665	20.00
03116	WINDOM'S SMOKEHOUSE BBQ {	DKT0038353					400.00
	111124	SMOKED PORK FOR VETERANS DAY LU	Invoice	10/23/2024	SMOKED PORT FOR VETERANS DAY LU	100-550-505	400.00

Vendor #	Vendor Name / Payable Number	Docket/Claim # / Payable Description	Payable Type	Payable Date	Item Description	Account Number	Payment Amount / Distribution Amount
01798	WINTERS, DORIAN	DKT0038354					75.00
	INV0083985	REFEREED U8 G @ 9:15 A.M. (SOLO)	Invoice	11/09/2024	REFEREED U8 G @ 9:15 A.M. (SOLO)	001-550-665	25.00
	INV0083990	REFEREED U8 B @ 10:15 A.M. (SOLO)	Invoice	11/09/2024	REFEREED U8 B @ 10:15 A.M. (SOLO)	001-550-665	25.00
	INV0083995	REFEREED U8 G @ 11:15 A.M. (SOLO)	Invoice	11/09/2024	REFEREED U8 G @ 11:15 A.M. (SOLO)	001-550-665	25.00

Total Claims: 23 **Total Payment Amount: 142,757.39**

Docket of Claims Register

City of Byram, MS

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APPKT008714 - AGENDA RUN 11/15/2024 (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
00161	AT & T	DKT0038355					234.81
	4261755909	ACCT# 8310012904295 (CIRCUIT) 10/2	Invoice	10/29/2024	ACCT# 8310012904295 (CIRCUIT) 10/2	001-200-605	234.81
0005	ENTERGY	DKT0038356					75.38
	197777121	ACCT# 197777121 (WELCOME SIGN) 0	Invoice	10/24/2024	ACCT# 197777121 (WELCOME SIGN) 0	001-550-630	75.38
0005	ENTERGY	DKT0038357					410.71
	150006717843	ACCT# 100229020 (PUBLIC WORKS) 1(	Invoice	11/08/2024	ACCT# 100229020 (PUBLIC WORKS) 1(	001-301-630	205.35
						400-700-630	205.36
0005	ENTERGY	DKT0038358					942.02
	55008422367	ACCT# 94799053 (POLICE) 10/08/2024	Invoice	11/08/2024	ACCT# 94799053 (POLICE) 10/08/2024	001-200-630	942.02
00264	KENTWOOD SPRINGS	DKT0038359					11.99
	12277150 110924	PW WATER	Invoice	11/09/2024	PW WATER	001-301-505	5.99
						400-700-505	6.00
00264	KENTWOOD SPRINGS	DKT0038360					114.88
	12083768 111024	PD WATER	Invoice	11/10/2024	PD WATER	001-200-505	114.88
01364	POWER DMS, INC	DKT0038361					6,309.50
	INV-57524	POWER POLICY SUBSCRIPTION & STAN	Invoice	09/18/2024	POWER POLICY SUBSCRIPTION & STAN	001-200-650	6,309.50

Total Claims: 7 **Total Payment Amount: 8,099.29**

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Docket of Claims Register

City of Byram, MS

APPKT008715 - END OF MONTH (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
00161	AT & T	DKT0038412					37.92
	11112024	NCIC MONITORING LINE 11/11/2024 -	Invoice	11/11/2024	NCIC MONITORING LINE 11/11/2024 -	001-200-609	37.92
00042	AT&T	DKT0038413					300.50
	11112024	ACCT# 601 372-2793 751 0598 (11/11	Invoice	11/11/2024	ACCT# 601 372-2793 751 0598 (11/11	001-200-605	300.50
02119	ATMOS ENERGY CORP	DKT0038414					106.85
	11152024	ACCT# 3063492252 (FIRE #2) 10/16/2(	Invoice	11/15/2024	ACCT# 3063492252 (FIRE #2) 10/16/2(	001-260-630	106.85
00123	CAPITAL ONE TRADE CREDIT	DKT0038415					798.62
	00085	MISCELLANEOUS EQUIPMENT/OFFICE	Invoice	10/30/2024	MISCELLANEOUS EQUIPMENT/OFFICE	001-200-500	41.68
						001-200-505	8.98
						001-200-559	110.88
	00358	SOAP, SANITIZER	Invoice	10/25/2024	SOAP, SANITIZER	001-200-500	18.52
						001-200-559	13.88
	00531	FEBREEZE & FEBREEZE PLUGS	Invoice	10/24/2024	FEBREEZE & FEBREEZE PLUGS	001-301-510	81.56
	00738	ONN 40 TV	Invoice	11/05/2024	ONN 40 TV	001-200-530	118.00
	02306	WEBCAM AUTO	Invoice	11/07/2024	WEBCAM AUTO	001-200-505	27.47
	04211	WRITING PADS, LEGAL PADS, BATTERIE	Invoice	10/24/2024	WRITING PADS, LEGAL PADS, BATTERIE	001-200-500	34.88
						001-200-505	6.58
						001-200-559	49.88
	04217	BATTERIES FOR CITY HALL SMOKE DET	Invoice	10/24/2024	BATTERIES FOR CITY HALL SMOKE DET	001-195-505	49.48
	05248	VETERAN'S DAY CELEBRATION - PLATE!	Invoice	10/23/2024	VETERAN'S DAY CELEBRATION - PLATE!	100-550-505	37.27
	07826	VETERAN'S DAY GIFTS	Invoice	11/05/2024	VETERAN'S DAY GIFTS	100-550-505	199.56
00052	COMCAST	DKT0038416					105.83
	CH11182024	ACCT# 8396 41 043 0118550 (11/22/2	Invoice	11/18/2024	ACCT# 8396 41 043 0118550 (11/22/2	001-195-605	105.83
00052	COMCAST	DKT0038417					309.25
	PD11232024	ACCT# 8396 41 046 0063338 (11/24/2	Invoice	11/23/2024	ACCT# 8396 41 046 0063338 (11/24/2	001-200-605	309.25
0005	ENTERGY	DKT0038418					6,535.36
	365005317065	ACCT# 104018296 (STREETLIGHTS) 10,	Invoice	11/22/2024	ACCT# 104018296 (STREETLIGHTS) 10,	001-301-631	6,535.36
0005	ENTERGY	DKT0038419					81.23
	215007307868	ACCT# 197777121 (WELCOME SIGN) 1	Invoice	11/25/2024	ACCT# 197777121 (WELCOME SIGN) 1	001-550-630	81.23
0005	ENTERGY	DKT0038420					1,163.20
	10019454047	COLLECTIVE BILL (DAVIS ROAD PARK) #	Invoice	11/22/2024	COLLECTIVE BILL (DAVIS ROAD PARK) #	001-550-630	1,163.20
02855	JXN WATER INC	DKT0038421					32.90
	DRP11152024	ACCT# 1740745981 (10/10/2024 - 11/	Invoice	11/15/2024	ACCT# 1740745981 (10/10/2024 - 11/	001-550-630	32.90

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Vendor #	Vendor Name / Payable Number	Docket/Claim # / Payable Description	Payable Type	Payable Date	Item Description	Account Number	Payment Amount / Distribution Amount
00193	REPUBLIC SERVICES, INC	DKT0038422					851.60
	0823-001186300	PD BASIC SERVICE 12/01/2024 - 12/31	Invoice	11/26/2024	PD BASIC SERVICE 12/01/2024 - 12/31	001-200-685	386.05
	0823-001186383	PW BASIC SERVICE 11/01/2024 - 11/3(	Invoice	11/26/2024	PW BASIC SERVICE 11/01/2024 - 11/3(	001-301-685	465.55
02364	STEWART, KEVIN THOMAS	DKT0038423					1,500.00
	NOV2024	PUBLIC DEFENDER FOR NOVEMBER 2C	Invoice	11/22/2024	PUBLIC DEFENDER FOR NOVEMBER 2C	001-110-672	1,500.00
02947	WM CORPORATE SERVICES, INC.	DKT0038424					23.34
	3205244-0078-7 (2)	FD-96 GALLON TOTER ADDT'L 09/01/2	Invoice	09/23/2024	FD-96 GALLON TOTER ADDT'L 09/01/2	001-260-685	11.67
	3219261-0078-5	FD-96 GALLON TOTER ADDT'L 11/01/2	Invoice	11/21/2024	FD-96 GALLON TOTER ADDT'L 11/01/2	001-260-685	11.67

Total Claims: 13 **Total Payment Amount: 11,846.60**

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APPKT008725 - 11/18/2024 MISCELLANEOUS CHECK 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
0005	ENTERGY	DKT0038366					612.26
	175007717523	ACCT# 103157525 (CITY HALL) 10/09/.	Invoice	11/11/2024	ACCT# 103157525 (CITY HALL) 10/09/.	001-195-630	612.26
0005	ENTERGY	DKT0038367					993.10
	375005212354	ACCT# 112464243 (FIRE) 10/09/2024 ·	Invoice	11/11/2024	ACCT# 112464243 (FIRE) 10/09/2024 ·	001-260-630	993.10
0005	ENTERGY	DKT0038368					5,898.75
	10019430036	COLLECTIVE BILL (SEWER) # 10201798	Invoice	11/14/2024	COLLECTIVE BILL (SEWER) # 10201798	400-700-632	5,898.75
01426	KENDRICK, MAURICE	DKT0038369					64.03
	11142024	TRAVEL REIMBURSEMENT - BILOXI, NC	Invoice	11/14/2024	TRAVEL REIMBURSEMENT - BILOXI, NC	001-200-610	64.03
00918	KROGER	DKT0038370					2,160.70
	01232019	DOCKET NUMBER 18-6030 (TAMERA X	Invoice	01/23/2019	DOCKET NUMBER 18-6030 (TAMERA X	001-000-108	2,160.70
00888	MACK, TERESA	DKT0038371					250.00
	11182024	REIMBURSEMENT - OVERPAYMENT OF	Invoice	11/18/2024	REIMBURSEMENT - OVERPAYMENT OF	400-000-114	250.00
00007	MILLS, SCANLON, DYE & PITTMA	DKT0038372					1,173.00
	11152024	COURT FILING FEES, 1 @ $81, 8 @ $85	Invoice	11/15/2024	COURT FILING FEES, 1 @ $81, 8 @ $85	400-700-603	1,173.00

Total Claims: 7 **Total Payment Amount: 11,151.84**

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APPKT008726 - 11/18/2024 MISC CHECK RUN (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
00052	COMCAST	DKT0038374					269.96
	FD11092024	ACCT# 8396 41 046 0114198 (11/13/2	Invoice	11/09/2024	ACCT# 8396 41 046 0114198 (11/13/2	001-260-605	269.96
02855	JXN WATER INC	DKT0038375					235.39
	PW11072024	ACCT# 9956300000 (10/06/2024 - 11/	Invoice	11/07/2024	ACCT# 9956300000 (10/06/2024 - 11/	001-301-630	117.69
						400-700-630	117.70
02855	JXN WATER INC	DKT0038376					42.27
	PD11072024	ACCT# 3179300000 (10/06/2024 - 11/	Invoice	11/07/2024	ACCT# 3179300000 (10/06/2024 - 11/	001-200-630	42.27
01574	MS SOCCER ASSOCIATION, INC	DKT0038377					2,614.00
	1091	PLAYERS/COACHES FEES	Invoice	11/14/2024	PLAYERS/COACHES FEES	001-550-625	2,614.00

Total Claims: 4 **Total Payment Amount: 3,161.62**

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APPKT008727 - 11/18/2024 MISC CHECK RUN (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
00048	CENTERPOINT ENERGY	DKT0038373					22.83
	PW11142024	ACCT# 11732033-3 (GENERATOR) 10/1	Invoice	11/14/2024	ACCT# 11732033-3 (GENERATOR) 10/1	400-700-630	22.83

Total Claims: 1 **Total Payment Amount: 22.83**

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APPKT008732 - 11/20/2024 MISCELLANEOUS CHECK 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
02932	CITY OF BYRAM CADENCE GENEI	DKT0038381					20,373.04
	11202024	NOVEMBER 2024 DUE TO/FROM TRAI	Invoice	11/20/2024	NOVEMBER 2024 DUE TO/FROM TRAI	400-000-148	20,373.04
03070	MELVIN, MICHAEL A.	DKT0038382					135.00
	INV0084142	AR U12 B, 6:30 P.M.	Invoice	10/24/2024	AR U12 B, 6:30 P.M.	001-550-665	25.00
	INV0084143	REFEREED U12, 6:30 P.M.	Invoice	10/22/2024	REFEREED U12, 6:30 P.M.	001-550-665	35.00
	INV0084144	AR U12, 6:30 P.M.	Invoice	10/24/2024	AR U12, 6:30 P.M.	001-550-665	25.00
	INV0084145	REFEREED U12, 12 P.M. (SOLO)	Invoice	11/09/2024	REFEREED U12, 12 P.M. (SOLO)	001-550-665	50.00
02734	QUINN, KAILYN AOLANI	DKT0038383					25.00
	INV0084141	AR U12 B, 6:30 P.M.	Invoice	10/24/2024	AR U12 B, 6:30 P.M.	001-550-665	25.00
02958	THOMAS, CRAIG LEWIS	DKT0038384					35.00
	INV0084140	REFEREED U12 B, 6:30 P.M.	Invoice	10/24/2024	REFEREED U12 B, 6:30 P.M.	001-550-665	35.00
02917	TRACTOR SUPPLY CREDIT PLAN	DKT0038385					54.99
	1168677221-2	REPLACEMENT CHECK - FARMWORKS	Invoice	09/18/2024	REPLACEMENT CHECK - FARMWORKS	001-550-505	54.99
02348	WALTERS, SHAWN	DKT0038386					111.63
	11142024	TRAVEL REIMBURSEMENT - VICKSBUR	Invoice	11/14/2024	TRAVEL REIMBURSEMENT - VICKSBUR	001-200-610	111.63

Total Claims: 6 **Total Payment Amount: 20,734.66**

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APPKT008733 - 11/20/2024 MISC CHECK RUN (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
02563	ARVEST BANK	DKT0038378					3,406.63
	2418292 11062024	NOTE #2418292 DUMP TRUCK PAYME	Invoice	11/06/2024	NOTE #2418292 DUMP TRUCK PAYME	001-301-820	3,381.64
						001-301-830	24.99
0005	ENTERGY	DKT0038379					587.32
	120006791748	ACCT# 200404150 (STATION #2) 10/14	Invoice	11/14/2024	ACCT# 200404150 (STATION #2) 10/14	001-260-630	587.32
0005	ENTERGY	DKT0038380					567.77
	10019430035	COLLECTIVE BILL (TRAFFIC SIGNALS) #	Invoice	11/14/2024	COLLECTIVE BILL (TRAFFIC SIGNALS) #	001-301-631	567.77

Total Claims: 3 **Total Payment Amount: 4,561.72**

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APPKT008734 - 11/21/2024 MISCELLANEOUS CHECK 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
03118	AT&T MOBILITY NATIONAL ACCC	DKT0038392					95.00
	534483	TOWER PING/AREA SEARCH - CASE NL	Invoice	10/31/2024	TOWER PING/AREA SEARCH - CASE NL	001-200-681	95.00
0005	ENTERGY	DKT0038393					159.10
	265006811359	ACCT# 162483564 (POLICE-2) 10/08/2	Invoice	11/12/2024	ACCT# 162483564 (POLICE-2) 10/08/2	001-200-630	159.10
00264	KENTWOOD SPRINGS	DKT0038394					75.94
	10602189 111524	CH WATER	Invoice	11/15/2024	CH WATER	001-195-505	75.94
00028	PETTY CASH CUSTODIAN / JULIA	DKT0038395					166.26
	11212024	REIMBURSEMENT TO PETTY CASH	Invoice	11/21/2024	REIMBURSEMENT TO PETTY CASH	001-195-505	10.56
						001-195-505	7.58
						001-195-505	10.56
						001-195-505	11.18
						001-195-505	9.93
						001-195-505	10.34
						001-195-505	15.00
						001-195-505	11.72
						001-195-505	9.39
						100-550-505	70.00
02817	QUINN, SHAMEKA R	DKT0038396					75.00
	11122024	DIRECTOR OF COACHING 11/12/2024	Invoice	11/12/2024	DIRECTOR OF COACHING 11/12/2024	001-550-665	37.50
	11142024	DIRECTOR OF COACHING 11/14/2024	Invoice	11/14/2024	DIRECTOR OF COACHING 11/14/2024	001-550-665	37.50
03069	WALKER, ANGELA MICHELLE	DKT0038397					395.00
	712	IAED BASIC - JESSICA SWINDOLL	Invoice	11/05/2024	IAED BASIC - JESSICA SWINDOLL	001-200-611	395.00
01516	WILLIAMS, LEWIS L	DKT0038398					70.00
	11162024	REFEREE ASSIGNOR WEEK ENDING 11,	Invoice	11/16/2024	REFEREE ASSIGNOR WEEK ENDING 11,	001-550-665	70.00

Total Claims: 7 **Total Payment Amount: 1,036.30**

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APPKT008719 - DECEMBER 13, 2024 - 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
02047	AMAZON CAPITAL SERVICES	DKT0038425					74.52
	1W4N-RPLL-XYNF	AUTOMATIC STAPLERS & STAPLES	Invoice	11/27/2024	AUTOMATIC STAPLERS & STAPLES	400-700-500	74.52
01886	BARNETT'S TOWING	DKT0038426					125.00
	34080	TOW/HOOK FEE	Invoice	11/22/2024	TOW/HOOK FEE	400-700-570	125.00
02414	DIVERSIFIED COMPANIES, LLC	DKT0038427					416.50
	65000	PO7769 PRINT PROCESS MAIL NOV	Invoice	11/27/2024	PO7769 PRINT PROCESS MAIL NOV	400-700-681	416.50
00516	DULANEY ELECTRIC & ASSOCIATI	DKT0038428					180.00
	9900	CHANGED OUT CONTACTOR @ PUMP	Invoice	11/13/2024	CHANGED OUT CONTACTOR @ PUMP	400-700-577	180.00
02154	HIGH TIDE TECHNOLOGIES, LLC	DKT0038429					250.00
	INV20245922	PO7718 ANNUAL COMMUNICATIONS	Invoice	11/11/2024	PO7718 ANNUAL COMMUNICATIONS	400-700-650	250.00
02350	HYDRA SERVICE, INC	DKT0038430					2,495.50
	183580	PO7716 PW SHOP PUMP RENTAL 10-1	Invoice	11/12/2024	PO7716 PW SHOP PUMP RENTAL 10-1	400-700-640	1,738.00
	183688	PO7717 SERVICE CALL CHARLENE DR F	Invoice	11/18/2024	PO7717 SERVICE CALL CHARLENE DR F	400-700-577	277.50
	184054	PO7762 SRVICE CALL RENFROE PUMP	Invoice	11/30/2024	PO7762 SRVICE CALL RENFROE PUMP	400-700-577	480.00
02716	JOSEPH MOAK TRUCKING	DKT0038431					815.52
	COB112624	PO7760 DELIVERY OF 610 LIMESTONE	Invoice	11/26/2024	PO7760 DELIVERY OF 610 LIMESTONE	400-700-635	815.52
00096	O'REILLY AUTOMOTIVE STORES,	DKT0038432					39.76
	1676-243719	TRANSMISSION FLUID, FUNNEL	Invoice	11/07/2024	TRANSMISSION FLUID, FUNNEL	400-700-570	39.76
00848	PUCKETT MACHINERY COMPANY	DKT0038433					2,580.34
	W0BH5205035	PO7707 BACK HOE MAINTENANCE 8V	Invoice	07/24/2024	PO7707 BACK HOE MAINTENANCE 8V	400-700-575	1,495.00
	WOEN5517448	PO7729 SERVICE CALL ON RENFROW (	Invoice	11/13/2024	PO7729 SERVICE CALL ON RENFROW (	400-700-577	1,085.34
02782	RAYNER, BRITTANY CAMILLE	DKT0038434					661.56
	1939	PO7697 REPAIR BRAKES ON PT7	Invoice	11/12/2024	PO7697 REPAIR BRAKES ON PT7	400-700-570	661.56
00089	REVELL HARDWARE	DKT0038435					54.10
	195806/4	ACE MINI TRIMMER 6" KNIFE SNAPBL	Invoice	11/07/2024	ACE MINI TRIMMER 6" KNIFE SNAPBL	400-700-505	16.12
	196031/4	GARDEN SPRAYER 1 GALLON	Invoice	11/20/2024	GARDEN SPRAYER 1 GALLON	400-700-505	37.98
02876	RODGERS, DAVID A	DKT0038436					700.00
	85196	PO7744 PUMP OUT EAGLES NEST & BI	Invoice	11/10/2024	PO7744 PUMP OUT EAGLES NEST & BI	400-700-635	700.00

Total Claims: 12 **Total Payment Amount: 8,392.80**

City of Byram, MS

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APPKT008720 - DECEMBER 13, 2024 - 1st A.P. (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
02584	A J CONSTRUCTION INC.	DKT0038437					291.72
	3646	PO7763 SC-1 TYPE 8 ASPHALT	Invoice	11/21/2024	PO7763 SC-1 TYPE 8 ASPHALT	001-301-572	291.72
02047	AMAZON CAPITAL SERVICES	DKT0038438					1,363.19
	1413-QLDQ-W9P9	PO7734 FD 8 JACKETS, 5-BUGLE PINS	Invoice	11/17/2024	PO7734 FD CUTTING BOARD	001-260-505	25.99
					PO7734 FD WOMAN'S WINTER JACK	001-260-535	42.98
					PO7734 FD 7 MEN'S WINTER JACKET!	001-260-535	384.92
					PO7734 FD SET OF TWO 5-BUGLES PII	001-260-536	23.75
	16YL-QNY4-9NYC	STICKY NOTES, JUDICIAL CODE OF CON	Invoice	11/19/2024	STICKY NOTES, JUDICIAL CODE OF CON	001-110-505	29.95
						001-195-500	16.29
	19XG-G4TQ-DJJY	SELF INKING STAMP	Invoice	11/11/2024	SELF INKING STAMP	001-110-500	19.78
	1C1X-GYRP-4K44	ENVELOPES, VETERAN'S GIFTS, PORTA	Invoice	11/23/2024	ENVELOPES, VETERAN'S GIFTS, PORTA	001-195-500	24.78
						001-195-559	119.99
						100-550-505	8.83
	1LQ7-TCCT-QKMK	VETERANS DAY GIFTS	Invoice	11/22/2024	VETERANS DAY GIFTS	100-550-505	196.29
	1P7N-KNQM-3FK9	CHRISTMAS LIGHTS & ORNAMENTS	Invoice	11/18/2024	CHRISTMAS LIGHTS & ORNAMENTS	001-301-505	61.48
						400-700-505	61.48
	1PXG-G4TQ-1CPD	FILE FOLDERS, PAPER CLIPS, FILE GUID	Invoice	11/10/2024	FILE FOLDERS, PAPER CLIPS, FILE GUID	001-110-500	127.79
	1RR3-KKWT-7GG4	FILE ORGANIZER	Invoice	11/07/2024	FILE ORGANIZER	001-280-505	53.90
	1YJM-Q4H9-WMP9	OFFICE CHAIR FOR COURT CLERK	Invoice	11/25/2024	OFFICE CHAIR FOR COURT CLERK	001-110-530	164.99
01377	APPLICATION DATA SYSTEMS, IN	DKT0038439					8,490.00
	11877	PD & COURT SOFTWARE FOR DECEMB	Invoice	11/01/2024	PD & COURT SOFTWARE FOR DECEMB	001-110-650	849.00
						001-200-650	3,396.00
	11937	PD & COURT SOFTWARE FOR JANUAR\	Invoice	12/02/2024	PD & COURT SOFTWARE FOR JANUAR\	001-110-650	849.00
						001-200-650	3,396.00
02563	ARVEST BANK	DKT0038440					3,406.63
	2418292 12032024	NOTE #2418292 DUMP TRUCK PAYME	Invoice	12/03/2024	NOTE #2418292 DUMP TRUCK PAYME	001-301-820	3,388.51
						001-301-830	18.12
00042	AT&T	DKT0038441					284.00
	11232024	ACCT# 601 M31-3923 001 0598 (11/2:	Invoice	11/23/2024	ACCT# 601 M31-3923 001 0598 (11/2:	001-200-605	284.00

Vendor #	Vendor Name / Payable Number	Docket/Claim # / Payable Description	Payable Type	Payable Date	Item Description	Account Number	Payment Amount / Distribution Amount
01804	B & G AUTOBODY	DKT0038442					1,334.10
	800-B	PO7724 B&G Autobody V-20-03 Repla	Invoice	11/08/2024	PO7724 B&G Autobody V-20-03 Repla	001-200-570	60.00
	801-B	PO7723 B&G Autobody V-20-01Brakes	Invoice	11/05/2024	PO7723 B&G Autobody V-20-01Brakes	001-200-570	192.00
					PO7723 B&G Autobody V-20-01Brakes	001-200-570	373.75
	802-B	PO7725 B&G Autobody V-22-01 Batter	Invoice	11/08/2024	PO7725 B&G Autobody V-22-01 Batter	001-200-570	258.86
	803-B	PO7728 V-17-05 Brakes and Rotors	Invoice	10/21/2024	PO7728 V-17-05 Brakes and Rotors	001-200-570	192.00
					PO7728 V-17-05 Brakes and Rotors Lab	001-200-570	187.49
	831	OIL CHANGE	Invoice	11/14/2024	OIL CHANGE	001-200-570	70.00
02960	BRADY INDUSTRIES OF MISSISSIF	DKT0038443					141.03
	9470610	BATH TISSUE, PAPER TOWELS, DISINFE	Invoice	11/19/2024	BATH TISSUE, PAPER TOWELS, DISINFE	001-195-510	141.03
02791	BROWN, PERRY WAYNE	DKT0038444					200.00
	11202024	PO7748 Pre-Employment Polygraph Te	Invoice	11/20/2024	PO7748 Pre-Employment Polygraph Te	001-200-699	200.00
02691	C SPIRE WIRELESS	DKT0038445					2,268.18
	09072024	ACCT# 0054631220, CELL PHONES, 08	Invoice	09/07/2024	ACCT# 0054631220, CELL PHONES, 08	001-120-606	34.48
						001-140-606	83.38
						001-200-606	1,641.26
						001-260-606	181.18
						001-280-606	97.80
						001-301-606	132.28
						001-550-606	48.90
						400-700-606	48.90
02691	C SPIRE WIRELESS	DKT0038446					2,268.81
	10072024	ACCT# 0054631220, CELL PHONES, 09	Invoice	10/07/2024	ACCT# 0054631220, CELL PHONES, 09	001-120-606	34.48
						001-140-606	83.41
						001-200-606	1,641.59
						001-260-606	181.27
						001-280-606	97.86
						001-301-606	132.34
						001-550-606	48.93
						400-700-606	48.93
02691	C SPIRE WIRELESS	DKT0038447					2,268.81
	11072024	ACCT# 0054631220, CELL PHONES, 10	Invoice	11/07/2024	ACCT# 0054631220, CELL PHONES, 10	001-120-606	34.48
						001-140-606	83.41
						001-200-606	1,641.59
						001-260-606	181.27
						001-280-606	97.86
						001-301-606	132.34
						001-550-606	48.93
						400-700-606	48.93

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Vendor #	Vendor Name / Payable Number	Docket/Claim # / Payable Description	Payable Type	Payable Date	Item Description	Account Number	Payment Amount / Distribution Amount
01197	CINTAS CORPORATION #210	DKT0038448					178.44
	4210872248	UNIFORM RENTALS	Invoice	11/07/2024	UNIFORM RENTALS	001-301-535	30.95
						001-550-535	8.23
						400-700-535	5.43
	4211595880	UNIFORM RENTALS	Invoice	11/14/2024	UNIFORM RENTALS	001-301-535	30.94
						001-550-535	8.23
						400-700-535	5.44
	4212390534	UNIFORM RENTALS	Invoice	11/21/2024	UNIFORM RENTALS	001-301-535	30.94
						001-550-535	8.23
						400-700-535	5.44
	4213069804	UNIFORM RENTALS	Invoice	11/27/2024	UNIFORM RENTALS	001-301-535	30.94
						001-550-535	8.23
						400-700-535	5.44
01279	COVINGTON ELECTRIC SERVICE,	DKT0038449					236.43
	61003	PO7722 Covington Electric Service, LLC	Invoice	11/08/2024	PO7722 Covington Electric Service, LLC	001-200-560	236.43
00054	CUSTOM PRODUCTS CORPORATI	DKT0038450					16,002.41
	INV18015	PO7698 CUSTOM STREET SIGNS (20)	Invoice	11/08/2024	PO7698 CUSTOM STREET SIGNS (20)	001-301-542	685.88
	INV18102	PO7616 SOLAR POWERED PORTABLE M	Invoice	11/11/2024	PO7616 SOLAR POWERED PORTABLE M	001-301-916	15,086.21
	INV18531	PO7715 ILLUMINATED STREET SIGNS	Invoice	11/20/2024	PO7715 ILLUMINATED STREET SIGNS	001-301-542	230.32
00730	DICKERSON & BOWEN	DKT0038451					151.47
	87006	BASE BB-1 TYPE 6/TON	Invoice	11/21/2024	BASE BB-1 TYPE 6/TON	001-301-572	151.47
00018	ELLIOTT SECURITY & ELECTRONI(	DKT0038452					102.00
	25302	MONTHLY MONITORING	Invoice	12/01/2024	MONTHLY MONITORING	001-195-605	45.90
						001-301-605	28.05
						400-700-605	28.05
01763	FIRE EQUIPMENT SERVICES	DKT0038453					243.75
	4479	PO7747 FD GREASED, ADDED FLUIDS	Invoice	11/20/2024	PO7747 FD GREASED, ADDED FLUIDS	001-260-570	243.75
00913	FIRST NATIONAL BANK OF OMAH	DKT0038454					15.99
	INV283357644	ZOOM MEETING 12/02/2024 - 01/01/:	Invoice	12/02/2024	ZOOM MEETING 12/02/2024 - 01/01/:	001-110-681	8.00
						001-195-681	7.99

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Vendor #	Vendor Name / Payable Number	Docket/Claim # / Payable Description	Payable Type	Payable Date	Item Description	Account Number	Payment Amount / Distribution Amount
00058	FLEETCOR TECHNOLOGIES OPER.	DKT0038455					10,839.61
	NP67424387	VEHICLE FUEL FOR 11/04/2024 - 11/1(	Invoice	11/11/2024	VEHICLE FUEL FOR 11/04/2024 - 11/1(	001-190-525	47.12
						001-200-525	1,898.33
						001-260-525	352.61
						001-280-525	53.05
						001-301-525	312.45
						400-700-525	325.89
	NP67453809	VEHICLE FUEL FOR 11/11/2024 - 11/1:	Invoice	11/18/2024	VEHICLE FUEL FOR 11/11/2024 - 11/1:	001-140-525	34.06
						001-200-525	282.26
						001-200-525	1,902.19
						001-280-525	39.71
						001-301-525	309.74
						001-550-525	92.97
						400-700-525	130.54
	NP67474991	VEHICLE FUEL FOR 11/18/2024 - 11/2‹	Invoice	11/25/2024	VEHICLE FUEL FOR 11/18/2024 - 11/2‹	001-140-525	33.51
						001-190-525	93.60
						001-200-525	1,790.41
						001-260-525	288.53
						001-280-525	54.07
						001-301-525	278.29
						001-550-525	92.93
						400-700-525	279.66
	NP67538313	VEHICLE FUEL FOR 11/25/2024 - 12/0:	Invoice	12/02/2024	VEHICLE FUEL FOR 11/25/2024 - 12/0:	001-190-525	50.85
						001-200-525	1,650.28
						001-260-525	281.91
						001-301-525	103.60
						400-700-525	61.05
02826	GANNETT MEDIA CORP	DKT0038456					176.39
	0006735390	ADVERTISEMENT - RFP ENGINEERING	Invoice	10/31/2024	ADVERTISEMENT - RFP ENGINEERING	001-190-615	16.04
						400-700-615	160.35
00090	HOME DEPOT CREDIT SERVICES	DKT0038457					526.86
	05140038	GORILLA PATCH & SEAL, TUBING, CLAI	Invoice	11/22/2024	GORILLA PATCH & SEAL, TUBING, CLAI	100-550-559	76.91
	3514294	20 VOLT BATTERY	Invoice	11/19/2024	20 VOLT BATTERY	001-280-505	129.00
	3514295	DW 20V 3AH 2 PACK BATTERIES	Invoice	11/19/2024	DW 20V 3AH 2 PACK BATTERIES	001-550-505	99.00
	9024951	NYLON CONES, HEX BOLTS, CLAMPS, S	Invoice	12/03/2024	NYLON CONES, HEX BOLTS, CLAMPS, S	100-550-505	221.95
00066	INNOVATIVE COMPUTER SOLUTI	DKT0038458					1,794.85
	122688	DELL LATITUDE LAPTOP FOR ANGELA	Invoice	11/07/2024	DELL LATITUDE LAPTOP FOR ANGELA	001-140-531	1,794.85
02275	INTERSTATE ALL BATTERY CENTE	DKT0038459					110.00
	1902599002229	L1G1758 BATTERIES	Invoice	10/07/2024	L1G1758 BATTERIES	001-200-505	110.00
03120	JACKSON BOLT & SCREW, INC.	DKT0038460					94.40
	198690	BOLTS, HEX NUTS, U-BOLTS	Invoice	11/26/2024	BOLTS, HEX NUTS, U-BOLTS	100-550-505	94.40

Vendor #	Vendor Name / Payable Number	Docket/Claim # / Payable Description	Payable Type	Payable Date	Item Description	Account Number	Payment Amount / Distribution Amount
00069	JACKSON PAPER	DKT0038461					433.40
	1397674	COPY PAPER, TISSUE, PAPER TOWELS	Invoice	11/04/2024	COPY PAPER, TISSUE, PAPER TOWELS	001-301-505	24.39
						001-550-510	39.50
						400-700-500	39.80
	1399590	PO7765 FD PAPER PRODUCTS FOR BC	Invoice	11/21/2024	PO7765 FD PAPER PRODUCTS FOR BC	001-260-505	227.67
	1399917	VB SHOWROOM WASH & WAX	Invoice	11/25/2024	VB SHOWROOM WASH & WAX	001-260-570	102.04
00980	NATIONAL LEAGUE OF CITIES	DKT0038462					1,752.00
	191470	MEMBERSHIP DUES 01/01/2025 - 01/(	Invoice	11/12/2024	MEMBERSHIP DUES 01/01/2025 - 01/(	001-195-622	1,752.00
02599	ODP BUSINESS SOLUTIONS	DKT0038463					346.91
	389997224001	MARKERS, ERASERS, DUSTER	Invoice	10/25/2024	MARKERS, ERASERS, DUSTER	001-200-500	5.36
						001-200-510	11.55
	389997224002	MARKER BOARD	Invoice	10/31/2024	MARKER BOARD	001-200-505	34.29
	389999517001	MINI CLIP BINDER	Invoice	10/25/2024	MINI CLIP BINDER	001-195-500	8.29
	392043043001	SUPPLIES	Invoice	10/29/2024	SUPPLIES	001-140-505	17.89
						001-195-505	32.38
	395577436001	OFFICE SUPPLIES	Invoice	11/07/2024	OFFICE SUPPLIES	001-195-500	53.59
	397724990001	BATTERY PACKS FOR PD DISPATCH (4 @	Invoice	11/21/2024	BATTERY PACKS FOR PD DISPATCH (4 @	001-200-500	183.56
02382	ON THE WAY SERVICE, LLC	DKT0038464					295.00
	3428	PO7751 PUT TIRES ON BACKHOE	Invoice	11/21/2024	PO7751 PUT TIRES ON BACKHOE	001-301-575	147.50
						400-700-575	147.50
00544	ONEWAY	DKT0038465					239.64
	23764	PO7749 Oneway Promotional Product:	Invoice	11/20/2024	PO7749 Freight Cost	001-200-505	65.76
					PO7749 Standard 2"x 3.5 Full Color Pri	001-200-505	173.88
00096	O'REILLY AUTOMOTIVE STORES,	DKT0038466					413.06
	1676-243902	MICRO-V BELT, ANTIFREEZE	Invoice	11/08/2024	MICRO-V BELT, ANTIFREEZE	001-301-570	33.07
	1676-243913	BELT TENSNER	Invoice	11/08/2024	BELT TENSNER	001-301-570	58.02
	1676-244223	BLUE DEF	Invoice	11/09/2024	BLUE DEF	001-260-570	21.39
	1676-244934	ANTI FREEZE (4)	Invoice	11/14/2024	ANTI FREEZE (4)	001-260-570	79.96
	1676-245536	MINI BULB - BATTERY	Invoice	11/18/2024	MINI BULB - BATTERY	001-550-570	56.93
						001-550-575	4.80
	1676-245778	BATTERY	Invoice	11/19/2024	BATTERY	001-140-570	130.42
	1676-246978	MOTOR OIL	Invoice	11/26/2024	MOTOR OIL	001-190-570	14.98
	1676-247861	RESERVOIR CP	Invoice	12/02/2024	RESERVOIR CP	001-190-570	13.49
01317	PAY PROS OF MS, INC	DKT0038467					284.00
	NOV2024	TIME CLOCK LEASE FOR NOVEMBER 2(	Invoice	12/03/2024	TIME CLOCK LEASE FOR NOVEMBER 2(	001-195-650	284.00
00086	PHELPS	DKT0038468					603.75
	1390629	PROFESSIONAL SERVICES RENDERED T	Invoice	11/19/2024	PROFESSIONAL SERVICES RENDERED T	001-195-603	603.75
00848	PUCKETT MACHINERY COMPAN\	DKT0038469					1,910.00
	WOJK5453498	PO7736 MAINT ON BUSH HOG 5065	Invoice	11/19/2024	PO7736 MAINT ON BUSH HOG 5065	001-301-575	1,910.00

Vendor #	Vendor Name / Payable Number	Docket/Claim # / Payable Description	Payable Type	Payable Date	Item Description	Account Number	Payment Amount / Distribution Amount
02914	QUAD INTERMED COMPANY, LL(	DKT0038470					1,457.00
	4662	RANDOM/PRE-EMPLOYMENT DRUG S(	Invoice	11/04/2024	RANDOM/PRE-EMPLOYMENT DRUG S(	001-110-699	188.00
						001-140-699	94.00
						001-200-699	517.00
						001-260-699	282.00
						001-301-699	282.00
						400-700-699	94.00
02782	RAYNER, BRITTANY CAMILLE	DKT0038471					1,992.37
	1942	PO7733 Rayner's Automotive and Rep:	Invoice	11/15/2024	PO7733 Rayner's Automotive and Rep.	001-200-570	3.60
					PO7733 V-13-04 Clean Battery Cable E	001-200-570	240.00
	1948	PO7759 FRONT BRAKES LOCKED UP OI	Invoice	11/25/2024	PO7759 FRONT BRAKES LOCKED UP OI	001-550-570	465.35
	1949	PO7758 BRAKE REPAIR ON PT14	Invoice	11/25/2024	PO7758 BRAKE REPAIR ON PT14	001-550-570	677.02
	1953	PO7764 Rayner's Automotive and Rep.	Invoice	12/02/2024	PO7764 V-13-04 Connector	001-200-570	46.99
					PO7764 V-13-04 Labor for Services	001-200-570	384.00
					PO7764 V-13-04 Shop Supplies	001-200-570	8.07
					PO7764 V-13-04 Starter	001-200-570	167.34
00089	REVELL HARDWARE	DKT0038472					181.58
	195804/4	CAULK LEXEL TUBE CLEAR	Invoice	11/06/2024	CAULK LEXEL TUBE CLEAR	001-550-505	7.30
	195813/4	FLUIDMASTER 400A BALLCOCK FOR LII	Invoice	11/07/2024	FLUIDMASTER 400A BALLCOCK FOR LII	001-195-559	9.19
	195828/4	SCREWDRIVER MINI 6PC ECON	Invoice	11/07/2024	SCREWDRIVER MINI 6PC ECON	001-280-505	8.54
	196012/4	SLEEVE, CASTER WHEEL	Invoice	11/19/2024	SLEEVE, CASTER WHEEL	001-301-575	14.99
	196038/4	KEY SINGLE CUT	Invoice	11/20/2024	KEY SINGLE CUT	001-301-505	8.37
	196046/4	SUPPLIES FOR CHRISTMAS DECORATIC	Invoice	11/20/2024	SUPPLIES FOR CHRISTMAS DECORATIC	100-550-559	25.66
	196064/4	GREAT STUFF EXPANDABLE FOAM	Invoice	11/21/2024	GREAT STUFF EXPANDABLE FOAM	001-301-542	14.25
	196086/4	CUT OFF WHL 4-1/2 X 1/16 X 7/8	Invoice	11/22/2024	CUT OFF WHL 4-1/2 X 1/16 X 7/8	100-550-559	12.39
	196147/4	NUTS, BOLTS, FASTENERS, RED GRNT H	Invoice	11/26/2024	NUTS, BOLTS, FASTENERS, RED GRNT H	100-550-505	25.24
	196214/4	DRILL BIT, NUTS, BOLTS, FASTENERS	Invoice	12/02/2024	DRILL BIT, NUTS, BOLTS, FASTENERS	100-550-505	44.22
	196220/4	5/16 USS FLAT WASH ZN	Invoice	12/02/2024	5/16 USS FLAT WASH ZN	001-550-505	8.59
	196239/4	MALL WR ROPE CL 3/16 GAL	Invoice	12/03/2024	MALL WR ROPE CL 3/16 GAL	100-550-505	2.84

Vendor #	Vendor Name / Payable Number	Docket/Claim # / Payable Description	Payable Type	Payable Date	Item Description	Account Number	Payment Amount / Distribution Amount
00901	ROBERT J YOUNG COMPANY INC	DKT0038473					1,405.05
	INV7223728	CH BLACK & WHITE/COLOR COPIES 10	Invoice	11/15/2024	CH BLACK & WHITE/COLOR COPIES 10	001-100-500	17.35
						001-100-500	59.26
						001-110-500	23.71
						001-110-500	5.44
						001-140-500	-22.79
						001-140-500	234.78
						001-190-500	0.68
						001-195-650	-37.11
						001-280-500	0.68
	INV7223729	PO7739 PW COPIER RENTAL 10-15-11-	Invoice	11/15/2024	PO7739 PW COPIER RENTAL 10-15-11-	001-190-650	43.39
						001-280-650	43.39
						001-301-650	84.22
						400-700-650	84.22
	INV7249466	PD RECORDS COPIES 11/01/2024 - 11/	Invoice	12/02/2024	PD RECORDS COPIES 11/01/2024 - 11/	001-200-650	228.82
	INV7249467	PD CiD COPIES 11/01/2024 - 11/30/20	Invoice	12/02/2024	PD CiD COPIES 11/01/2024 - 11/30/20	001-200-650	187.25
	INV7249468	COURT COPIES 11/01/2024 - 11/30/2C	Invoice	12/02/2024	COURT COPIES 11/01/2024 - 11/30/2C	001-110-650	213.75
	INV7253761	PD PATROL COPIES 11/01/2024 - 11/3(	Invoice	12/04/2024	PD PATROL COPIES 11/01/2024 - 11/3(	001-200-650	238.01
01142	ROBIN HOOD SUPPLIES	DKT0038474					1,122.00
	13799	PO7735 (2) TIRES 19.5L24 FOR THE BA	Invoice	11/19/2024	PO7735 (2) TIRES 19.5L24 FOR THE BA	001-301-575	561.00
						400-700-575	561.00
03108	SOUND BILLING, LLC	DKT0038475					100.46
	2286	OIL CHANGE	Invoice	11/25/2024	OIL CHANGE	001-301-570	100.46
03106	SOUTHERN BILLING SERVICES LL(	DKT0038476					239.79
	51693	STC INTERNET SERVICE, VOICE IP SERV	Invoice	12/01/2024	STC INTERNET SERVICE, VOICE IP SERV	001-260-630	239.79
02639	THE PEOPLES BANK	DKT0038477					32,940.00
	12032024	TIF, SERIES 2017, TOWN CENTER PROJI	Invoice	12/03/2024	TIF, SERIES 2017, TOWN CENTER PROJI	215-140-810	32,940.00
00194	THE SOUTHERN CONNECTION, LI	DKT0038478					333.97
	32602	EMBROIDERY, POLO SHIRT, TRAINER/C	Invoice	11/12/2024	EMBROIDERY, POLO SHIRT, TRAINER/C	001-200-535	67.97
	32810	PO7678 FLEXRS 5 POCKET PANTS & FL	Invoice	12/02/2024	PO7678 FLEXRS 5 POCKET PANTS & FL	001-200-535	118.00
					PO7678 FLEXRS 5 POCKET PANTS & FL	001-200-535	148.00
01738	THOMSON REUTERS	DKT0038479					990.00
	6164069683	MS RULES OF COURT 2024	Invoice	11/20/2024	MS RULES OF COURT 2024	001-110-505	660.00
						001-200-505	330.00
00340	THORNTON, MELVIN G	DKT0038480					44.94
	86549	OIL CHANGE	Invoice	10/03/2024	OIL CHANGE	001-200-570	44.94
01940	TIRE HUB	DKT0038481					1,386.00
	45559262	PO07701 20-03 GY EAGLE ENFORCER /	Invoice	11/05/2024	PO07701 20-03 GY EAGLE ENFORCER /	001-200-570	588.00
	45789985	PO7721 GY Eagle RSA Police Tire	Invoice	11/13/2024	PO7721 V-18-02 GY Eagle RSA Police T	001-200-570	532.00
	46092670	PO7756 GY Eagle RSA Tires/D. William	Invoice	11/25/2024	PO7756 GY Eagle RSA Tires/D. William	001-200-570	266.00

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Vendor #	Vendor Name / Payable Number	Docket/Claim # / Payable Description	Payable Type	Payable Date	Item Description	Account Number	Payment Amount / Distribution Amount
00617	UNITED RENTALS, INC	DKT0038482					870.00
	241774210-001	PO7753 RENT LIFT FOR XMAS TREE &	Invoice	11/26/2024	PO7753 RENT LIFT FOR XMAS TREE &	001-550-640	870.00

Total Claims: 46 **Total Payment Amount: 102,129.99**

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City of Byram, MS

APPKT008721 - DECEMBER 13, 2024 - 1st A.P. (IN HOUSE)

By Docket/Claim Number

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03121	ARNOLD, JOHN	DKT0038483					78.18
	12032024	TRAVEL REIMBURSEMENT, VICKSBURG	Invoice	12/03/2024	TRAVEL REIMBURSEMENT, VICKSBURG	001-200-610	78.18
00361	DPS CRIME LAB	DKT0038484					240.00
	90151175	ANALYTICAL FEES	Invoice	11/12/2024	ANALYTICAL FEES	001-200-614	240.00
02323	GLUCKSTADT TRAILER & EQUIPM	DKT0038485					6,895.00
	GT1124068	PO7615 83 X 24 UTILITY TRAILER	Invoice	11/07/2024	PO7615 83 X 24 UTILITY TRAILER	001-301-916	6,895.00
02181	PARTRIDGE DOOR COMPANY	DKT0038486					175.00
	70826	SERVICE CALL TO REPAIR OVERHEAD D	Invoice	11/21/2024	SERVICE CALL TO REPAIR OVERHEAD D	001-260-560	175.00
01732	WHEELER'S JANITORIAL SUPPLIE	DKT0038487					176.00
	1637647	BLACK TRASH LINERS	Invoice	11/20/2024	BLACK TRASH LINERS	001-301-505	176.00

Total Claims: 5 **Total Payment Amount: 7,564.18**

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City of Byram, MS

APPKT008730 - END OF MONTH (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
02932	CITY OF BYRAM CADENCE GENEI	DKT0038399					20,130.44
	12032024	NOVEMBER 2024 TRANSFER	Invoice	12/03/2024	NOVEMBER 2024 TRANSFER	400-000-005	20,130.44
03107	EDWARDS-BLACK JR, GARSHEO N	DKT0038400					25.00
	INV0084186	AR U12 @ 6:30 P.M.	Invoice	10/22/2024	AR U12 @ 6:30 P.M.	001-550-665	25.00
01498	ELABOR, CYNTHIA	DKT0038401					26.80
	10242024	MILEAGE ADVANCE - WINTER CONF - I	Invoice	10/24/2024	MILEAGE ADVANCE - WINTER CONF - I	001-140-610	26.80
01222	HENLEY, ROSS E.	DKT0038402					150.00
	INV0083797		Invoice	11/01/2024		001-000-125	50.00
	INV0084114		Invoice	11/15/2024		001-000-125	50.00
	INV0084266		Invoice	11/29/2024		001-000-125	50.00
01968	LEGAL SHIELD	DKT0038403					264.32
	INV0083765		Invoice	11/01/2024		001-000-123	13.95
	INV0083766		Invoice	11/01/2024		001-000-123	16.95
	INV0083767		Invoice	11/01/2024		001-000-123	17.95
	INV0083768		Invoice	11/01/2024		001-000-123	9.48
	INV0083769		Invoice	11/01/2024		001-000-123	9.48
	INV0083770		Invoice	11/01/2024		001-000-123	9.48
	INV0083771		Invoice	11/01/2024		001-000-123	18.96
	INV0083772		Invoice	11/01/2024		001-000-123	9.48
	INV0083773		Invoice	11/01/2024		001-000-123	18.96
	INV0084080		Invoice	11/15/2024		001-000-123	13.95
	INV0084081		Invoice	11/15/2024		001-000-123	16.95
	INV0084082		Invoice	11/15/2024		001-000-123	17.95
	INV0084083		Invoice	11/15/2024		001-000-123	9.48
	INV0084084		Invoice	11/15/2024		001-000-123	9.48
	INV0084085		Invoice	11/15/2024		001-000-123	9.48
	INV0084086		Invoice	11/15/2024		001-000-123	9.48
	INV0084087		Invoice	11/15/2024		001-000-123	9.48
	INV0084088		Invoice	11/15/2024		001-000-123	9.48
	INV0084285		Invoice	11/29/2024		001-000-123	33.90
03070	MELVIN, MICHAEL A.	DKT0038404					135.00
	INV0084142	AR U12 B, 6:30 P.M.	Invoice	10/24/2024	AR U12 B, 6:30 P.M.	001-550-665	25.00
	INV0084143	REFEREED U12, 6:30 P.M.	Invoice	10/22/2024	REFEREED U12, 6:30 P.M.	001-550-665	35.00
	INV0084144	AR U12, 6:30 P.M.	Invoice	10/24/2024	AR U12, 6:30 P.M.	001-550-665	25.00
	INV0084145	REFEREED U12, 12 P.M. (SOLO)	Invoice	11/09/2024	REFEREED U12, 12 P.M. (SOLO)	001-550-665	50.00

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Vendor #	Vendor Name / Payable Number	Docket/Claim # / Payable Description	Payable Type	Payable Date	Item Description	Account Number	Payment Amount / Distribution Amount
02698	MENDELSON LAW FIRM	DKT0038405					615.21
	INV0083745		Invoice	11/01/2024		001-000-125	251.58
	INV0084286		Invoice	11/29/2024		001-000-125	363.63
02734	QUINN, KAILYN AOLANI	DKT0038406					25.00
	INV0084189	AR U12 @ 6:30 P.M.	Invoice	10/24/2024	AR U12 @ 6:30 P.M.	001-550-665	25.00
00423	RAWORTH & HARVEL. LLC	DKT0038407					1,750.00
	DEC2024	130 SOUTHPOINTE DR. SUITE #G (DEC	Invoice	11/22/2024	130 SOUTHPOINTE DR. SUITE #G (DEC	001-200-688	1,750.00
00322	SOUTHERN STATES POLICE BENE	DKT0038408					504.00
	INV0083781		Invoice	11/01/2024		001-000-124	15.75
	INV0083782		Invoice	11/01/2024		001-000-124	15.75
	INV0083783		Invoice	11/01/2024		001-000-124	15.75
	INV0083784		Invoice	11/01/2024		001-000-124	15.75
	INV0083785		Invoice	11/01/2024		001-000-124	15.75
	INV0083786		Invoice	11/01/2024		001-000-124	15.75
	INV0083787		Invoice	11/01/2024		001-000-124	15.75
	INV0083788		Invoice	11/01/2024		001-000-124	15.75
	INV0083789		Invoice	11/01/2024		001-000-124	15.75
	INV0083790		Invoice	11/01/2024		001-000-124	15.75
	INV0083791		Invoice	11/01/2024		001-000-124	15.75
	INV0083792		Invoice	11/01/2024		001-000-124	15.75
	INV0083793		Invoice	11/01/2024		001-000-124	15.75
	INV0083794		Invoice	11/01/2024		001-000-124	15.75
	INV0083795		Invoice	11/01/2024		001-000-124	15.75
	INV0083796		Invoice	11/01/2024		001-000-124	15.75
	INV0084098		Invoice	11/15/2024		001-000-124	15.75
	INV0084099		Invoice	11/15/2024		001-000-124	15.75
	INV0084100		Invoice	11/15/2024		001-000-124	15.75
	INV0084101		Invoice	11/15/2024		001-000-124	15.75
	INV0084102		Invoice	11/15/2024		001-000-124	15.75
	INV0084103		Invoice	11/15/2024		001-000-124	15.75
	INV0084104		Invoice	11/15/2024		001-000-124	15.75
	INV0084105		Invoice	11/15/2024		001-000-124	15.75
	INV0084106		Invoice	11/15/2024		001-000-124	15.75
	INV0084107		Invoice	11/15/2024		001-000-124	15.75
	INV0084108		Invoice	11/15/2024		001-000-124	15.75
	INV0084109		Invoice	11/15/2024		001-000-124	15.75
	INV0084110		Invoice	11/15/2024		001-000-124	15.75
	INV0084111		Invoice	11/15/2024		001-000-124	15.75
	INV0084112		Invoice	11/15/2024		001-000-124	15.75
	INV0084113		Invoice	11/15/2024		001-000-124	15.75

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Vendor #	Vendor Name / Payable Number	Docket/Claim # / Payable Description	Payable Type	Payable Date	Item Description	Account Number	Payment Amount / Distribution Amount
02958	THOMAS, CRAIG LEWIS	DKT0038409					60.00
	INV0084187	AR U12 @ 6:30 P.M.	Invoice	10/22/2024	AR U12 @ 6:30 P.M.	001-550-665	25.00
	INV0084188	REFEREED U12 @ 6:30 P.M.	Invoice	10/24/2024	REFEREED U12 @ 6:30 P.M.	001-550-665	35.00
03055	TORRI PARKER MARTIN	DKT0038410					498.00
	INV0083744		Invoice	11/01/2024		001-000-1 '5	166.00
	INV0084059		Invoice	11/15/2024		001-000-125	166.00
	INV0084243		Invoice	11/29/2024		001-000-125	166.00
02348	WALTERS, SHAWN	DKT0038411					111.63
	11142024	TRAVEL REIMBURSEMENT - VICKSBUR	Invoice	11/14/2024	TRAVEL REIMBURSEMENT - VICKSBUR	001-200-610	111.63

Total Claims: 13 **Total Payment Amount: 24,295.40**

NOTICE IS HEREBY GIVEN to those parties in interest that there will be a Public Hearing on Thursday, December 12, 2024 at 7:00 p.m. at City Hall to determine whether or not a Conditional Use shall be granted for a tunnel car wash at property located at 5700 I-55 South Frontage Road, Byram, parcel numbers 4851-200-39 and 4851-200-58

Angela E. Richburg

Posted 11/19/24 by City Clerk Angela Richburg

DRC for Dec 12/2024 meeting

Members

Michael Sterling –Fire

Harry Horton-Fire

Ricardo Kincaid-Police

David Errington-Police

Bill Miley-Public Works

Eric Munden-Public Works

Agenda-

1. Conditional Use application for a Car Wash in a C4 Zoned District

The DRC reviewed the site plan for the carwash

DRC recommends that the Board of Aldermen consider the Conditional Use with the following conditions:

*video cameras with a minimum two week backup recording.

*no operation between 8pm-7am

LocaliQ
Mississippi
GANNETT

Order Confirmation
Not an Invoice

Account Number:	1010689
Customer Name:	City Of Byram-Legals
Customer Address:	City Of Byram-Legals PO Box 720222 Byram MS 39272-0222
Contact Name:	Angela Richburg
Contact Phone:	
Contact Email:	arichburg@byram-ms.us
PO Number:	

Date:	11/19/2024
Order Number:	10787848
Prepayment Amount:	$ 0.00

Column Count:	1.0000
Line Count:	15.0000
Height in Inches:	0.0000

Print

Product	#Insertions	Start - End	Category
JMS Jackson Clarion Ledger	1	11/25/2024 - 11/25/2024	Bids & Proposals
JMS clarionledger.com	1	11/25/2024 - 11/25/2024	Bids & Proposals

As an incentive for customers, we provide a discount off the total order cost equal to the 3.99% service fee if you pay with Cash/Check/ACH. Pay by Cash/Check/ACH and save!

Total Cash Order Confirmation Amount Due	$14.45
Tax Amount	$0.00
Service Fee 3.99%	$0.58
Cash/Check/ACH Discount	-$0.58
Payment Amount by Cash/Check/ACH	$14.45
Payment Amount by Credit Card	$15.03

Order Confirmation Amount	**$14.45**

Ad Preview

Notice is hereby given to those parties in interest that there will be a Public Hearing on Thursday, December 12, 2024 at 7:00 p.m. at City Hall to determine whether or not a Conditional Use shall be granted for a tunnel car wash on property located at 5700 I-55 South Frontage Road, Byram, parcel numbers 4851-200-39 and 4851-200-58

Publish 11/25/24


PUBLIC NOTICE
THIS PROPERTY BEING
CONSIDERED FOR
FOR FURTHER INFORMATION
CALL PLANNING & ZONING
601-372-7791

ORDER APPROVING AND GRANTING A CONDITIONAL USE PERMIT ALLOWING A TUNNEL CAR WASH ON PROPERTY LOCATED AT 5700 I-55 SOUTH FRONTAGE ROAD, BEING PARCEL NOS. 4851-200-39 AND 4851-200-58, IN A DISTRICT ZONED C-4, IN THE CITY OF BYRAM, HINDS COUNTY, MISSISSIPPI

THERE CAME ON for consideration by Applicant, Siwell Road Realty (Craddock Oil Company, Inc.), the issue of whether a Conditional Use allowing a tunnel car wash on the property described herein, which property is located in a district zoned C-4 in the City of Byram, Mississippi, should be permitted. The Mayor and Board of Aldermen hereby find as follows:

WHEREAS, Applicant now requests the governing authorities of City of Byram, Mississippi, to grant a Conditional Use as permitted by Section 5.600.15 for the property described herein, which property is located in a C-4 Major Thoroughfares Commercial District, under the City of Byram's Official Zoning Ordinance of May 23, 2019, to Applicant, allowing a tunnel car wash in a district zoned C-4, on said property located at 5700 I-55 South Frontage Road, being Parcel Nos. 4851-200-39 and 4851-200-58, in the City of Byram, Hinds County, Mississippi; and

WHEREAS, the Applicant advises the City the real property is owned by Siwell Road Realty, LLC and Applicant is planning to operate a tunnel car wash on the subject property; and

WHEREAS, the Development Review Committee ("DRC") upon conclusion of its review of the application did make certain findings in its minutes, and did recommend in writing approval by the Board of Aldermen of the request for Conditional Use with the following conditions: 1) The DRC recommends closing times shall be no later than 8:00 p.m. and opening times shall be no earlier than 7:00 a.m.; and, 2) security camera installed with a minimum two-week backup; and

WHEREAS, the Mayor and Board of Aldermen scheduled a hearing on said Application for December 12, 2024, at 7:00 o'clock p.m. after review of the Application by the Development Review Committee of the City of Byram ("DRC") – the Board was advised that the DRC had reviewed the Application and did make certain findings in its minutes, and did recommend approval in writing with the following conditions: 1) The DRC recommends closing times shall be no later than 8:00 p.m. and opening times shall be no earlier than 7:00 a.m.; and, 2) security camera installed with a minimum two-week backup; and

WHEREAS, all notice requirements of the Zoning Ordinance of the City of Byram were accomplished – the City Clerk did cause notice of the December 12, 2024, hearing to be published in the Clarion-Ledger, a newspaper of general circulation in the City of Byram, Hinds County, Mississippi, in the manner and for the time required by law, and did post notice of same inside City Hall and upon the affected property in the manner and for the time required by law; and

WHEREAS, at the time, date and place specified in the City's public notice, the Mayor and Board of Aldermen of the City of Byram, Mississippi, did conduct a full and complete public hearing on the Application on December 12, 2024, and received comments and heard evidence presented by the Applicant; and

WHEREAS, the Mayor and Board of Aldermen are fully familiar with the request and the property and existing land uses within the City of Byram and in the area of the City where the property is located, and in acting on this Order, have duly considered the matters and facts within their personal knowledge as same affect the land uses requested in the Application;

BE IT HEREBY ORDERED by the Mayor and Board of Aldermen of the City of Byram, Mississippi, that the request of Applicant to grant a Conditional Use for the subject property located at 5700 I-55 South Frontage Road, being Parcel Nos. 4851-200-39 and 4851-200-58, in the City of Byram, Hinds County, Mississippi allowing a tunnel car wash in a district zoned C-4 is hereby granted; such action is taken pursuant to the findings of fact set out as follows:

1. The Mayor and Board of Aldermen of the City of Byram, Mississippi, have the final authority with regard to all matters involving the Zoning Ordinance.
2. The written recommendation of the DRC is advisory in nature.
3. The Mayor and Board of Aldermen have knowledge of the area involved and are aware of the need for the Conditional Use.
4. The requested designation meets the definitions of a Conditional Use of the Zoning Ordinance.
5. The subject property described herein, below, is within a zoning district zoned C-3:

   See attached published notice. Otherwise, located at 5700 I-55 South Frontage Road, being Parcel Nos. 4851-200-39 and 4851-200-58, in the City of Byram, Hinds County, Mississippi.

6. The Conditional Use will promote the general welfare of the City of Byram and will not adversely affect the public interest or adjacent property. Future projects within the designation area will remain subject to the Zoning Ordinance and approval of site plans or other matters will allow the City to continue to monitor the area.
7. The establishment of this Conditional Use is not detrimental to the public health, safety, or general welfare, and this Conditional Use is compatible with the existing and intended character of the surrounding zoning district.

8. The Mayor and Board of Aldermen find that all portions of Section 5.600.15 (A) - (F) of the Zoning Ordinance have also been complied with and that all requirements of Section 5.600.15 (A) - (F) of the Zoning Ordinances are satisfied based upon the presentation of the Applicant and all documents presented to the DRC and to the Mayor and Board of Aldermen.
9. The granting of this Conditional Use does not relieve the requested use from compliance with any applicable law, court order, covenants, or contracts.
10. The Conditional Use is granted with the following additional conditions:
    a. closing times shall be no later than 8:00 p.m. and opening times shall no earlier than 7:00 a.m.;
    b. security camera installed with a minimum two-week backup;

____

____

____.

ORDERED, ADOPTED AND APPROVED by the Mayor and Board of Aldermen of the City of Byram, Hinds County, Mississippi, at a regular meeting thereof held on the 12th day of December, 2024.

The foregoing Order, having been reduced to writing, Alderman HARRB-ALLEN moved that said Order be adopted. Alderman GIBSON seconded. The vote was as follows:

Alderman Johnson (Ward 1) voted: AYE
Alderman Hosey (Ward 2) voted: AYE
Alderman Amos (Ward 3) voted: AYE

Alderman Mack (Ward 4) voted: AYE

Alderman Gibson (Ward 5) voted: AYE

Alderman Moore (Ward 6) voted: AYE

Alderman Harris-Allen (At-large) voted: AYE

Whereupon, the Mayor declared the Motion carried and the Order approved and adopted.

SO ORDERED, this the 12th day of December, 2024.

CITY OF BYRAM, MISSISSIPPI

BY: ______________________

RICHARD WHITE, MAYOR

ATTEST:

BY: ______________________

ANGELA RICHBURG, CITY CLERK

[SEAL]

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF BYRAM, MISSISSIPPI, AUTHORIZING THE ISSUANCE AND SALE OF THE GENERAL OBLIGATION PARKS AND RECREATION IMPROVEMENT BOND OF THE MUNICIPALITY, IN ONE OR MORE FEDERALLY TAXABLE OR TAX-EXEMPT SERIES, IN THE MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF $9,500,000, FOR PROVIDING FUNDS TO PROMOTE, CONSTRUCT, FINANCE, OPERATE, EQUIP, LEASE, AND MAINTAIN EXISTING AND NEW PARKS AND RECREATION FACILITIES AND EQUIPMENT WITHIN THE MUNICIPALITY, AND FOR OTHER AUTHORIZED PURPOSES; PRESCRIBING THE FORM AND DETAILS OF THE QUALIFIED OBLIGATION; PROVIDING CERTAIN COVENANTS OF THE MUNICIPALITY IN CONNECTION WITH THE QUALIFIED OBLIGATION AND DIRECTING THE PREPARATION, EXECUTION, AND DELIVERY THEREOF; AUTHORIZING THE SALE OF THE QUALIFIED OBLIGATION TO THE MISSISSIPPI DEVELOPMENT BANK; AUTHORIZING THE ISSUANCE AND SALE OF THE MISSISSIPPI DEVELOPMENT BANK SPECIAL OBLIGATION BONDS, IN ONE OR MORE FEDERALLY TAXABLE OR TAX-EXEMPT SERIES, IN THE MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF $9,500,000; APPROVING THE FORM OF AND THE EXECUTION AND DELIVERY OF A QUALIFIED OBLIGATION PURCHASE AGREEMENT, A BOND PURCHASE AGREEMENT, AN INDENTURE OF TRUST, AN INTERCEPT AGREEMENT, A PLACEMENT AGREEMENT, A PRELIMINARY OFFICIAL STATEMENT, A CONTINUING DISCLOSURE AGREEMENT, AND CERTAIN OTHER DOCUMENTS IN CONNECTION WITH THE SALE OF THE QUALIFIED OBLIGATION AND THE BANK BONDS; AUTHORIZING THE DISTRIBUTION OF THE PRELIMINARY OFFICIAL STATEMENT, THE CONTINUING DISCLOSURE AGREEMENT, THE PLACEMENT AGREEMENT, THE BOND PURCHASE AGREEMENT, AND THE TERM SHEET, AND THE PREPARATION AND DISTRIBUTION OF A FINAL OFFICIAL STATEMENT IN CONNECTION WITH THE QUALIFIED OBLIGATION AND THE BANK BONDS; AUTHORIZING BOND INSURANCE AND RATINGS AND AUTHORIZING COVENANTS WITH RESPECT THERETO; AND FOR RELATED PURPOSES.

WHEREAS, In addition to any words and terms elsewhere defined herein, the following words and terms shall have the following meanings, unless some other meaning is plainly intended:

"Act" shall mean, together, the Local and Private Act, the Municipal Improvements Act, the Bank Act, and other applicable laws of the State.

"Bank" shall mean the Mississippi Development Bank.

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

"Bank Bonds" shall mean the Mississippi Development Bank Special Obligation Bonds (Byram, Mississippi, Parks and Recreation General Obligation Bond Project), in one or more federally taxable or tax-exempt series, in the maximum aggregate principal amount of $9,500,000, and authorized to be issued by the Bank pursuant to the Bank Act and the terms and conditions of the Indenture.

"Bond Counsel" shall mean Watkins & Eager PLLC, Jackson, Mississippi.

"Bond Purchase Agreement" shall mean the agreement by and among the Bank, the Municipality, and the Underwriter to be dated as of the date of the sale of the Bank Bonds.

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

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

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

"Counsel to the Municipality" shall mean Mills, Scanlon, Dye & Pittman, Ridgeland, Mississippi.

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

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

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

"Local and Private Act" shall mean, together, Senate Bill 2152, as approved by the Legislature of the State (the "Legislature") in its Regular Session 2023 and signed by the Governor of the State (the "Governor") on April 3, 2023.

"Mayor" shall mean the Mayor of the Municipality.

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

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

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

"Municipality Bond Resolution" shall mean this resolution authorizing and directing the issuance of the Qualified Obligation, acknowledging the issuance of the Bank Bonds, and authorizing certain action in connection therewith.

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

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

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

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

"Placement Agent" shall mean Crews & Associates, Inc., Little Rock, Arkansas, as placement agent for the Bank Bonds.

"Placement Agreement" shall mean the agreement by and among the Bank, the Municipality, and the Placement Agent for the private placement of the Bank Bonds to the Purchaser.

"Prepared Food" shall mean food and beverages, including beer and alcoholic beverages.

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

"Purchaser" shall mean the purchaser of the Bank Bonds, pursuant to the Term Sheet and the Placement Agreement.

"Qualified Obligation" shall mean the General Obligation Parks and Recreation Improvement Bond of the Municipality, in one or more federally taxable or tax-exempt series, in the maximum aggregate principal amount of $9,500,000, authorized and directed to be issued by this Municipality Bond Resolution.

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

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

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

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

"Restaurant" shall mean all places where Prepared Food is sold for consumption, whether such food is consumed on the premises of the Restaurant or not. The term "Restaurant" does not include any school, hospital, medical clinic, convalescent, or nursing home, or any restaurant-like facility operated by or in connection with a school, hospital, medical clinic, convalescent, or nursing home providing food for students, patients, visitors, or their families.

"Special Sales Tax" shall mean, together, that portion of the 2% of the gross income of Restaurants (as defined hereinabove) within the Municipality derived from retail sales of Prepared Food, to be expended for the for the Special Sales Tax Authorized Purposes.

"Special Sales Tax Authorized Purpose" shall mean providing funds to promote, construct, finance, operate, equip, lease, and maintain existing and new parks and recreation facilities and equipment within the Municipality and to pay the principal of and interest on bonds issued pursuant to the Local and Private Act.

"State" shall mean the State of Mississippi.

"Term Sheet" shall mean the commitment letter, term sheet, or other similar agreement by and among the Bank, the Purchaser, and the Municipality.

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

"Underwriter" shall mean Crews & Associates, Inc., Little Rock, Arkansas, as underwriter of the Bank Bonds.

Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, words and terms herein defined shall be equally applicable to the plural as well as the singular form of any such word or term; and

WHEREAS, on December 8, 2022, the Governing Body of the Municipality adopted a resolution stating its intent to levy an additional 2% sales tax on the gross income of Restaurants within the Municipality derived from retail sales of Prepared Food for the Special Sales Tax Authorized Purposes; and

WHEREAS, Senate Bill No. 2152, as approved by the Legislature in its Regular Session 2023 and signed by the Governor on April 3, 2023, authorized an election on the question of levying the Special Sales Tax for the purpose of providing funds to "promote, construct, finance, operate, equip, lease and maintain new and existing parks and recreation facilities and equipment in the City of Byram, Mississippi"; and

WHEREAS, on May 11, 2023, the Governing Body of the Municipality adopted a resolution pursuant to the Local and Private Act calling for a special election on the issue of levying the Special Sales Tax for the Special Sales Tax Authorized Purpose; and

WHEREAS, after adoption of the resolution of May 11, 2023, and publication of notice of such election pursuant to the Local and Private Act, the citizens of the Municipality approved the levy of the Special Sales Tax by election on June 13, 2023; and

WHEREAS, on June 22, 2023, the Governing Body of the Municipality adopted a resolution certifying the special election held on June 13, 2023, and authorizing the levy of the Special Sales Tax, and forwarded a copy of the resolution to the Mississippi Department of Revenue for implementation; and

WHEREAS pursuant to the Local and Private Act, the Municipality currently assesses the Special Sales Tax for the Special Tax Authorized Purposes; and

WHEREAS, the Governing Body, acting for and on behalf of the Municipality, is authorized under the provisions of the Act to issue general obligation bonds of the Municipality secured by a pledge of the full faith and credit of the Municipality, and to sell such general obligation bonds to the Bank; and

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

WHEREAS, pursuant to the Local and Private Act, the Qualified Obligation shall not be included in the limitation on indebtedness imposed in the Municipal Improvements Act or any other limitation on indebtedness of the Municipality; and

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

WHEREAS, Sections 1 through 6 of the Local and Private Act, including the authority to levy the Special Sales Tax shall be repealed from and after July 1, 2033, subject to renewal and extension by the Legislature in the usual manner; and

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

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

WHEREAS, pursuant to the provisions of the Act, and by resolution adopted November 14, 2024, (the "Resolution of Intent"), the Governing Body declared its intention to issue its general obligation parks and recreation improvement bonds or obtain a loan from the Bank to provide funds for the Project, and directed that said Resolution of Intent be published three times in the *Clarion-Ledger*, a newspaper published in and having a general circulation in the Municipality, and being a qualified newspaper under the provisions of Section 13-3-31, Mississippi Code of 1972, as amended, said notice having been published in said newspaper on November 20, 2024, November 27, 2024, December 4, 2024, and December 11, 2024, as evidenced by the publisher's affidavit attached hereto as **Exhibit A**; and

WHEREAS, the Resolution of Intent was duly published once a week for at least three consecutive weeks, the first publication having been made not less than 21 days prior to December 12, 2024, being the date set for the filing of protests on the matter of authorizing the issuance of the Municipality's general obligation parks and recreation improvement bonds or obtaining a loan from the Bank, and the last publication having been made not more than seven days prior to such date, all without an election thereon, as evidenced by the publisher's affidavit attached hereto as **Exhibit A**; and

WHEREAS, on or prior to the hour specified on said date, no protest against the issuance of the general obligation parks and recreation improvement bonds or obtaining a loan from the Bank, or any petition that an election be called on the question of the issuance of the general obligation parks and recreation improvement bonds or obtaining a loan from the Bank was filed, and no such protest or petition has been filed as of the time and date of adoption of the Resolution of Intent against the issuance of the issuance of the general obligation parks and recreation improvement bonds or obtaining a loan from the Bank; and

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

WHEREAS, after careful study and investigation by the Governing Body, it appears to be in the best interest of the citizens of the Municipality for the Municipality to issue the Qualified Obligation for the purpose of providing funds for the Project; and

WHEREAS, the Resolution of Intent also declared the official intent of the Municipality to reimburse the Municipality's general fund for expenditures made for the Authorized Purposes prior to the issuance of the Bank Bonds, with the proceeds of the Bank Bonds, to the extent permitted by Section 1.150-2 of the Treasury Regulations (the "Reimbursement Regulations"); and

WHEREAS, the Bank will issue its Bank Bonds and will use a portion of the proceeds thereof to purchase the Qualified Obligation; and

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

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

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

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

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

WHEREAS, the (i) Bank Bonds will be sold to the Underwriter, pursuant to the terms and provisions of the Bond Purchase Agreement, or (ii) the Bank Bonds will be sold by negotiated sale to the Purchaser, by the Placement Agent, pursuant to the terms and provisions of the Placement Agreement and the Term Sheet; and

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

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

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

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

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

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

(f) the Placement Agreement providing for the terms and conditions of the sale of the Bank Bonds by the Placement Agent to the Purchaser, in substantially the form attached hereto as **Exhibit F**; and

(g) the Intercept Agreement (the "Intercept Agreement") by and between the Municipality and the Bank, providing for the intercept of certain funds of the Municipality as additional security for the Bank Bonds in substantially the form attached hereto as **Exhibit G**; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

THIS QUALIFIED OBLIGATION HAS BEEN ASSIGNED TO __________, __________, __________, AS TRUSTEE (THE "TRUSTEE") UNDER AN INDENTURE OF TRUST, (THE "INDENTURE") DATED __________, 20__, BY AND BETWEEN THE MISSISSIPPI DEVELOPMENT BANK AND THE TRUSTEE. THIS QUALIFIED OBLIGATION IS REGISTERED IN THE NAME OF THE TRUSTEE AND IS NON-TRANSFERRABLE EXCEPT AS PERMITTED IN THE INDENTURE.

UNITED STATES OF AMERICA
STATE OF MISSISSIPPI
CITY OF BYRAM, MISSISSIPPI
GENERAL OBLIGATION PARKS AND RECREATION IMPROVEMENT BOND,
SERIES 2024

NO. R-____ **$______**

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

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

PRINCIPAL AMOUNT: **__________________ DOLLARS**

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

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

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

This Qualified Obligation is issued under the authority of the Constitution and statutes of the State of Mississippi, including Senate Bill No. 2152, as approved by the Legislature of the State of Mississippi (the "Legislature" of the "State") in its Regular Session 2023 and signed by the Governor (the "Governor") of the State on April 3, 2023 (the "Local and Private Act"), Sections 21-33-301 *et seq.*, Mississippi Code of 1972, as amended (the "Municipal Improvements Act"), Sections 31-25-1 *et seq.*, Mississippi Code of 1972, as amended (the "Bank Act"), and other applicable laws of the State (together, the "Act"), and by the further authority of proceedings duly had by the Mayor and Board of Aldermen of the Municipality, including a resolution adopted on December 12, 2024 (the "Municipality Bond Resolution").

This Qualified Obligation is issued in the aggregate authorized principal amount of $9,500,000 to provide funds for the purposes set forth in the Municipality Bond Resolution, including, but not limited to (a) the Special Tax Authorized Purpose (as defined in the Municipality Bond Resolution), (b) the General Municipal Improvements Authorized Purpose (as defined in the Municipality Bond Resolution), and (c) other authorized purposes under the Act, including paying capitalized interest, funding a debt service reserve fund, and paying the costs of issuance for the Bank Bonds and the Qualified Obligation (the "Project").

The Municipality will duly and punctually pay the principal of, premium, if any, and interest on this Qualified Obligation at the dates and the places and in the manner mentioned in the Municipality Bond Resolution, according to the true intent and meaning thereof. Notwithstanding any schedule of payments upon the Qualified Obligation, the Municipality agrees to make payments upon the Qualified Obligation and be liable therefor at such times and in such amounts (including principal, premium, if any, and interest) so as to provide for payment of the principal of, premium, if any, and interest on the $9,500,000 Mississippi Development Bank Special Obligation Parks and Recreation Improvements Bonds (Byram, Mississippi, Parks and Recreation General Obligation Bond Project) (the "Bank Bonds"), outstanding under the Indenture of Trust, by and between the Mississippi Development Bank and __________, __________, __________, as trustee (the "Trustee"), dated __________, 20__ (the "Indenture"), when due whether upon a scheduled Interest Payment Date or at maturity.

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

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

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

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

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

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

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

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

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

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

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

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

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

(seal)

City of Byram, Mississippi

____
Mayor

ATTEST:

____
City Clerk

Certificate of Authentication

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

__________, __________, __________,
as Paying Agent

____
Authorized Signatory

Date of Registration and Authentication: __________, 20__

<u>Registration and Validation Certificate</u>

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

(seal)

____
City Clerk

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

SECTION 13. The Qualified Obligation shall be a general obligation of the Municipality payable as to principal and interest out of and secured by an irrevocable pledge of the Special Sales Tax and the avails of a direct and continuing tax to be levied annually, to the extent necessary, without limitation as to rate or amount upon all the taxable property within the geographical limits of the Municipality. To the extent necessary, a special tax upon all taxable property within the geographical limits of the Municipality shall be levied annually as required by law, which tax, together with any other moneys available for such purpose, shall be adequate and sufficient to provide for the payment of the principal of and the interest on the Qualified Obligation as the same comes due. Said tax shall be extended upon the tax rolls and collected in the same manner and at the same time as other taxes for the Municipality are collected, and the rate of tax which shall be so extended shall be sufficient in each year fully to produce the sums required as aforesaid, without limitation as to rate or amount; provided, however, that such tax levy for any year shall be abated *pro tanto* to the extent the Municipality on or prior to September 1 of that year has transferred money to the Parks and Recreation Bond Fund (as established by Section 17 hereof), or has made other provisions for funds, to be applied toward the payment of the principal of and interest on the Qualified Obligation due during the ensuing fiscal year of the Municipality, in accordance with the provisions of this Municipality Bond Resolution. The avails of said tax are hereby irrevocably pledged for the payment of the principal of, premium, if any, and interest on the Qualified Obligation as the same shall mature and accrue. Should there be a failure in any year to comply with the requirements, such failure shall not impair the right of the holder of the Qualified Obligation in any subsequent year to have adequate taxes levied and collected to meet the obligations the Qualified Obligation, as to principal of, premium, if any, and interest.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 23. The Municipality represents as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 31. The Preliminary Official Statement, in the form submitted to this meeting, is hereby made part of this Municipality Bond Resolution as though set forth in full herein and shall be, and the same hereby is, approved in substantially the form attached hereto as **Exhibit E**. The distribution by the Bank of the Preliminary Official Statement to the Underwriter is hereby authorized and approved. The Municipality hereby deems the Preliminary Official Statement to be "final" as of its date, as described in the Rule. The Mayor and the City Clerk are hereby authorized and directed to approve the form of a final Official Statement in substantially the form of the Preliminary Official Statement in connection with the issuance and sale of the Bank Bonds with such changes, insertions, and omissions as may be approved by the Mayor and the City Clerk.

SECTION 32. The Bond Purchase Agreement, in the form submitted to this meeting, is hereby made part of this Municipality Bond Resolution as though set forth in full herein and shall be, and the same hereby is, approved substantially in the form attached hereto as **Exhibit D**. The Mayor is hereby authorized and directed to execute the Bond Purchase Agreement for and on behalf of the Municipality, subject to the following conditions: (a) compliance by the Municipality with the provisions of the Act regarding the issuance of the Qualified Obligation; (b) the aggregate principal amount of the Bank Bonds shall not exceed $9,500,000; (c) the Bank Bonds will bear interest at the rates to be provided in the Indenture and the net interest cost on the Bank Bonds will not be more than 11.0% per annum; (d) approval by the Municipality of the proposal for the sale of the Bank Bonds evidenced by the Mayor's execution of the Bond Purchase Agreement; (e) approval by the Municipality of the sale of the Qualified Obligation to the Bank evidenced by the Mayor's execution of the Qualified Obligation Purchase Agreement; (f) the final maturity of the Bank Bonds does not exceed 30 years; and (g) the terms and provisions of the Bank Bonds are in compliance with the Act.

SECTION 33. The Placement Agreement, in the form submitted to this meeting, is hereby made part of this Municipality Bond Resolution as though set forth in full herein and shall be, and the same hereby is, approved in substantially the form attached hereto as **Exhibit F.**

SECTION 34. The Continuing Disclosure Agreement, in the form attached to the Preliminary Official Statement as submitted to this meeting, is hereby made part of this Municipality Bond Resolution as though set forth in full herein and shall be, and the same hereby is, approved in substantially the form attached to the Preliminary Official Statement attached hereto as **Exhibit E**. The Mayor and the City Clerk are hereby authorized and directed to execute and deliver the Continuing Disclosure Agreement with such changes, insertions, and omissions as may be approved by such officers, said execution being conclusive evidence of such approval.

SECTION 35. The Intercept Agreement, in the form submitted to this meeting, is hereby made part of this Municipality Bond Resolution as though set forth in full herein and shall be, and the same hereby is, approved in substantially the form attached hereto as **Exhibit G.**

SECTION 36. Copies of the documents provided for in Sections 29 through 35 of this Municipality Bond Resolution in the forms submitted to this meeting and approved in substantially said forms by this Municipality Bond Resolution are on file in the office of the City Clerk.

SECTION 37. The Mayor and the City Clerk are authorized and directed to execute and deliver any additional documents, agreements, instruments, requisitions, and certificates, which are required in connection with the issuance and sale of the Bank Bonds and the Qualified Obligation. The execution of said documents, agreements, instruments, requisitions, and certificates being conclusive evidence of such approval, and no further action shall be required of the Governing Body to approve such date changes. Notwithstanding any other provision herein or in any attachments hereto, the Governing Body further authorizes any necessary changes to the name or title or series designation of the Bank Bonds or the Qualified Obligation and corresponding changes to any of the related documents approved hereby if it is determined, after consultation with the Municipal Advisor, that it is in the best interest of the Municipality for the Bank Bonds to be issued at a later date or in one or more tax-exempt series, as municipal bond market conditions may dictate.

SECTION 38. If the Project or any improvements located thereon shall be damaged or destroyed (in whole or in part) at any time while any of the Qualified Obligation remains outstanding, there shall be no abatement or reduction in the amount payable by the Municipality hereunder and under the Qualified Obligation. Also, if at any time while any Bank Bonds remain outstanding, and the whole or any part of title to, or the use of, the Project shall be taken by condemnation, there shall be no abatement or reduction in the amount payable by the Municipality hereunder.

SECTION 39. Except as otherwise expressly provided herein, nothing in this Municipality Bond Resolution, express or implied, is intended or shall be construed to confer upon any person, firm, or corporation other than the Municipality, the Bank, and the Trustee, any right, remedy, or claim, legal or equitable, under and by reason of this Municipality Bond Resolution or any of the provisions hereof or the Indenture or any provision thereof. This Municipality Bond Resolution, the Indenture, and all of their provisions are intended to be and shall be for the sole and exclusive benefit of the Municipality, the Trustee, and the Bank.

SECTION 40. The Mayor is hereby authorized and directed to sign requisitions and perform such other acts as may be necessary to authorize the payment by the Trustee under the Indenture on the closing date of the Bank Bonds, the costs of the authorization, issuance, sale, validation, and delivery of the Bank Bonds and the costs of the authorization, issuance, sale, validation, and delivery of the Qualified Obligation.

SECTION 41. The Governing Body hereby approves the designation of Crews & Associates, Inc., Little Rock, Arkansas, as the Underwriter of the Bank Bonds or the Placement Agent for the Bank Bonds, and authorizes the Mayor and the City Clerk to execute any and all necessary letters of engagement and disclosure.

SECTION 42. The Mayor and the City Clerk are hereby authorized within their discretion to apply for an "Insurance Policy Commitment" for municipal bond insurance to guarantee the payments of the principal of and interest on the Qualified Obligation and the Bank Bonds from a municipal bond insurance corporation (the "Bond Insurer"). The Mayor and the City Clerk of the Municipality are further authorized to execute and deliver the Insurance Policy Commitment for the provision of municipal bond insurance and any additional documents and certificates which are required by the Bond Insurer to provide credit enhancement in connection with the issuance of the Qualified Obligation and/or the Bank Bonds. Any changes, insertions, and omissions, as may be required by the Bond Insurer as conditions to the issuance of its municipal bond insurance policy, to the Indenture, the Qualified Obligation Purchase Agreement, and the Preliminary Official Statement are to be approved by the Mayor of the Municipality, such approval being hereby authorized and the execution of the Insurance Policy Commitment for said municipal bond insurance being conclusive evidence of such approval. In anticipation of the issuance of the Insurance Policy Commitment by the Bond Insurer for its municipal bond insurance policy, the Municipality hereby approves (1) the engagement of the Bond Insurer and (2) the references to said Bond Insurer, the municipal bond insurance policy, and the documents related to the issuance of the Qualified Obligation and the Bank Bonds in all documents associated therewith and the deletion of said references if the Bond Insurer should not provide the Insurance Policy Commitment for its municipal bond insurance policy.

SECTION 43. The Mayor and the City Clerk are hereby authorized to obtain a bond rating or ratings with regard to the sale of the Bank Bonds, and to execute such documents, to do such other things, and take such other actions as may be necessary with regard to the sale of the Bank Bonds.

SECTION 44. The Mayor and the City Clerk are authorized to execute and deliver such resolutions, agreements, certificates, and other documents as are required for the sale, issuance, validation, and delivery of the Qualified Obligation. The Governing Body further authorizes Bond Counsel, Counsel to the Municipality, the Municipality Advisor, and the Underwriter or Placement Agent to prepare and distribute all necessary documents and to do all things required in order to negotiate the sale of the Bank Bonds and to effectuate the issuance and sale of the Qualified Obligation and the Bank Bonds.

SECTION 45. The Mayor and/or the City Clerk are further authorized and directed to execute and deliver such additional documents and certificates which are required in connection with this Municipality Bond Resolution to provide for the issuance, sale, validation, and delivery of the Qualified Obligation and the Bank Bonds.

SECTION 46. The Mayor is hereby authorized and directed to make all final determinations necessary in connection with the Qualified Obligation and the Bank Bonds including, but not limited to, the final principal amount of the Qualified Obligation and the Bank Bonds, the maturity schedule relating to the Qualified Obligation and the Bank Bonds, the redemption terms of the Qualified Obligation and the Bank Bonds, the dated date and payment dates of the Qualified Obligation and the Bank Bonds, the interest rate or rates to be borne by the Qualified Obligation and the Bank Bonds, and the price to be paid for the Qualified Obligation and the Bank Bonds, subject to the provisions of the Act and this Municipality Bond Resolution.

SECTION 47. If any one or more of the provisions of this Municipality Bond Resolution shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any of the other provisions of this Municipality Bond Resolution, but this Municipality Bond Resolution shall be construed and enforced as if such illegal or invalid provision or provisions had not been contained herein.

SECTION 48. All resolutions and orders or parts thereof in conflict herewith are, to the extent of such conflicts, hereby repealed, and this Municipality Bond Resolution shall become effective immediately.

Following the reading of the foregoing resolution and discussion thereof, ALDERMAN AMOS moved and ALDERMAN 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, December 12, 2024.

City of Byram, Mississippi

Richard White, Mayor

ATTEST:

Angela E. Richburg

Angela Richburg, City Clerk

(seal)

Exhibit A

Proof of Publication of Resolution of Intent

The Clarion-Ledger

November 20, 2024, November 27, 2024, December 4, 2024, and December 11, 2024

LocaliQ
Mississippi
GANNETT

PO Box 632030 Cincinnati, OH 45263-2030

AFFIDAVIT OF PUBLICATION

WATKINS & EAGER- LEGALS
Watkins & Eager- Legals
400 E Capitol St # 300
Jackson MS 39201-2610

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he/she is a Legal Advertising Representative of The Clarion-Ledger, a newspaper as defined and prescribed in Sections 13-3-31 and 13-3-32, of the Mississippi Code of 1972, as amended, who, being duly sworn, states that the notice, a true copy of which is hereto attached, to be issues of said newspapers editions date as follows:

11/20/2024, 11/27/2024, 12/04/2024, 12/11/2024

That said newspaper was regularly issued and circulated on those dates and that the fees charged are legal.

~~Sworn to and~~ subscribed before on 12/11/2024

Kelly Hora
Legal Clerk

Nicole Jacobs
Notary, State of WI, County of Brown

8-21-26
My commission expires

Publication Cost:	$1219.50	
Tax Amount:	$0.00	
Payment Cost:	$1219.50	
Order No:	10777660	# of Copies:
Customer No:	1011681	1
PO #:		

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

NICOLE JACOBS
Notary Public
State of Wisconsin

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF BYRAM, MISSISSIPPI, DECLARING THE INTENTION TO ISSUE GENERAL OBLIGATION PARKS AND RECREATION IMPROVEMENTS BONDS OF THE MUNICIPALITY, TO ISSUE A GENERAL OBLIGATION PARKS AND RECREATION IMPROVEMENTS BOND OF THE MUNICIPALITY FOR SALE TO THE MISSISSIPPI DEVELOPMENT BANK, OR TO ENTER INTO A LOAN AGREEMENT WITH THE MISSISSIPPI DEVELOPMENT BANK, ALL IN THE MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF $9,500,000, IN ONE OR MORE FEDERALLY TAXABLE OR TAX-EXEMPT SERIES, TO PROVIDE FUNDS FOR THE AUTHORIZED PURPOSES; DIRECTING PUBLICATION OF NOTICE OF SUCH INTENTION; 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, hereby finds, determines, adjudicates, and declares as follows:

1. "Act" shall mean Senate Bill 2152, as approved by the Senate of the Legislature of the State of Mississippi (the "Legislature" of the "State") in its Regular Session 2023 on March 16, 2023, and as approved by the House of Representatives of the Legislature of the State on March 24, 2023, and signed by the Governor (the "Governor") of the State on April 3, 2023, (the "Local and Private Act"), Sections 21-33-301 et seq., Mississippi Code of 1972, as amended (the "Municipal Improvements Act"), Sections 31-25-1 et seq., Mississippi Code of 1972, as amended (the "Bank Act"), and other applicable laws of the State (together, the "Act").

2. "Special Tax Authorized Purposes" shall mean "the purpose of providing funds to promote, construct, finance, operate, equip, lease, and maintain existing and new parks and recreation facilities and equipment" within the Municipality and to pay the principal of and interest on bonds issued pursuant to the Local and Private Act.

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

4. "Restaurant" shall mean all places where Prepared Food (as defined below) is sold for consumption, whether such Prepared Food is consumed on the premises or not, but specifically excluding any school, hospital, medical clinic, convalescent or nursing home, or any restaurant-like facility operated by or in connection with a school, hospital, medical clinic, convalescent or nursing home providing food for students, patients, visitors, or their families.

5. On December 8, 2022, the Governing Body adopted a resolution stating its intent to levy an additional 2% sales tax on the gross income of Restaurants within the Municipality derived from retail sales of "prepared food and beverages, including beer and alcoholic beverages" ("Prepared Food") for the Special Tax Authorized Purposes (the "Special Sales Tax").

6. The Local and Private Act was approved by the Legislature on March 24, 2023, and signed by the Governor on April 3, 2023.

7. On May 11, 2023, the Governing Body adopted a resolution calling for a special election on the issue of levying the Special Sales Tax for the Special Tax Authorized Purposes.

8. Notice of the special election for the Special Sales Tax was published in the Clarion-Ledger, a newspaper having a general circulation in the Municipality and qualified under the provisions of Section 13-3-31, Mississippi Code of 1972, as amended, no qualifying newspaper being published in the Municipality, on May 21, 2023, May 28, 2023, and June 6, 2023, as evidenced by the proof of publication on file in the office of the City Clerk of the Municipality (the "City Clerk").

9. During a special election held by the Municipality on June 13, 2023, 81.87% of the qualified electors of the Municipality who voted in the special election voted in favor of the Municipality levying the Special Sales Tax, as evidenced by the report of the Election Commission of the Municipality on file in the office of the City Clerk.

10. On June 22, 2023, the Governing Body adopted a resolution certifying the special election held on June 13, 2023, and authorizing the levy of the Special Sales Tax, and forwarded a copy of the resolution to the Mississippi Department of Revenue for implementation.

11. Pursuant to the Local and Private Act, the proceeds of the Special Sales Tax shall not be considered as general fund revenues of the Municipality, but shall be dedicated to and expended solely for the Special Tax Authorized Purposes.

12. Pursuant to the Act, the Municipality is authorized to undertake activities for the General Municipal Improvements Authorized Purposes and the Special Tax Authorized Purposes (together, the "Authorized Purposes"), and to provide for the payment of the costs thereof, or any portion of such costs, by issuing general obligation parks and recreation improvements bonds of the Municipality (the "Bonds"), issuing a general obligation parks and recreation improvements bond of the Municipality (the "Qualified Obligation") for sale to the Mississippi Development Bank (the "Bank"), or entering into a loan agreement and obtaining a loan from the Bank evidenced by a promissory note of the Municipality (the "Note"), all in the maximum aggregate principal amount of $9,500,000, issued in one or more federally taxable or tax-exempt series, and for a term of any individual series not to exceed 30 years.

13. Pursuant to the Local and Private Act, the Governing Body is authorized to issue the Bonds, the Qualified Obligation, or the Note, or incur other indebtedness in an aggregate principal amount that is not in excess of an amount for which debt service is capable of being funded by the proceeds of the Special Sales Tax.

14. The proceeds of the Special Sales Tax is sufficient to pay the debt service on the Bonds, the Qualified Obligation, or the Note.

15. The Bonds, the Qualified Obligation, or the Note issued pursuant to the Local and Private Act shall not be included in the limitation on indebtedness imposed in the Municipal Improvements Act or any other limitation on indebtedness of the Municipality.

16. Provided, however, the assessed value of all property within the Municipality, according to the last completed assessment for taxation, is $125,292,630; the Municipality has $2,360,000 of outstanding bonded indebtedness subject to the 15% debt limit prescribed by the Municipal Improvements Act, and outstanding bonded and floating indebtedness subject to the 20% debt limit prescribed by the Municipal Improvements Act (which amount includes the sum set forth above subject to the 15% debt limit), in the amount of $2,440,000; the issuance of the Bonds or the Qualified Obligation hereinafter proposed to be issued, when added to the outstanding bonded indebtedness of the Municipality, would not result in bonded indebtedness, exclusive of indebtedness not subject to the aforesaid 15% debt limit, of more than 15% of the assessed value of taxable property within the Municipality, and will not result in indebtedness, both bonded and floating, exclusive of indebtedness not subject to the aforesaid 20% debt limit, in excess of 20% of the assessed value of taxable property within the Municipality and will not exceed any constitutional or statutory limitation upon indebtedness which may be incurred by the Municipality.

17. The Municipality is authorized by the Act to issue the Bonds, the Qualified Obligation, or the Note for the purpose of providing funds for the Authorized Purposes. It is necessary and in the public interest to issue the Bonds, the Qualified Obligation, or the Note to provide funds for the Authorized Purposes.

18. The Municipality reasonably expects that it will incur expenditures for the Authorized Purposes for which the Municipality will advance internal funds prior to the issuance of the Bonds, the Qualified Obligation, or the Note, and that it should declare its official intent to reimburse its general fund for all or a portion of such expenditures of the Authorized Purposes made in anticipation of the issuance of the Bonds, the Qualified Obligation, or the Note.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE MUNICIPALITY AS FOLLOWS:

SECTION 1. This resolution is adopted pursuant to the provisions of the Act.

SECTION 2. The Governing Body, acting for and on behalf of the Municipality, does hereby declare its intention to issue and sell the Bonds, the Qualified Obligation, or the Note for the Authorized Purposes pursuant to the the Act.

SECTION 3. The Note, if issued, shall be payable from and secured by a pledge of the legally available revenues of the Municipality, specifically from the Special Sales Tax, and also including, but not limited to, general sales taxes of the Municipality and the general fund of the Municipality.

SECTION 4. The Bonds and the Qualified Obligation, if issued, shall be payable from the Special Sales Tax and shall be general obligations of the Municipality payable as to principal and interest out of and secured by an irrevocable pledge of the avails of a tax to be levied annually upon all the taxable property within the geographical limits of the Municipality, which tax, together with any other moneys available for such purpose, including the Special Sales Tax, shall be sufficient to provide for the payment of the principal of and the interest on the Bonds or the Qualified Obligation according to the terms thereof; provided, however, that the Bonds and the Qualified Obligation issued pursuant to the Local and Private Act shall not be included in the limitation on indebtedness imposed in the Municipal Improvements Act or any other limitation on indebtedness of the Municipality.

SECTION 5. The Bonds, the Qualified Obligation, or the Note, in the amount, for the purpose, and secured as aforesaid, will be authorized to be issued at a meeting of the Governing Body to be held at the City Hall located at 5901 Terry Road in the Municipality on Thursday, December 12, 2024, at 7:00 p.m.

SECTION 6. Pursuant to the Municipal Improvements Act, if a petition signed by not less than 10% of the qualified electors of the Municipality, or 1,500, whichever is the lesser, is filed objecting to and protesting the issuance of the Bonds, the Qualified Obligation, or the Note, on or before Thursday, December 12, 2024, at 7:00 p.m., then an election on the question of the issuance of the Bonds, the Qualified Obligation, or the Note may be called and held as provided by law. If no such protest is filed, then the Bonds, the Qualified Obligation, or the Note may be issued without an election on the question of the issuance thereof, at any time within a period of two years after December 12, 2024, and may be sold under the regular procedures in the Act for issuing and selling the Bonds, the Qualified Obligation, or the Note.

SECTION 7. This resolution shall be published once a week for at least three consecutive weeks in the Clarion-Ledger, a newspaper having a general circulation in the Municipality and qualified under the provisions of Section 13-3-31, Mississippi Code of 1972, as amended, no qualifying newspaper being published in the Municipality. The first publication of this resolution shall be made not less than 21 days prior to the date fixed herein for the issuance of the Bonds, the Qualified Obligation, or the Note, and the last publication shall be made not more than seven days prior to the date fixed herein for the issuance of the Bonds, the Qualified Obligation, or the Note.

SECTION 8. The City Clerk is hereby directed to procure from the publisher of the Clarion-Ledger the customary proof of publication of this resolution and to have the same before the Governing Body at their meeting on Thursday, December 12, 2024, at 7:00 p.m..

SECTION 9. This resolution shall also be posted for at least 21 days prior to Thursday, December 12, 2024, at three public locations in the Municipality.

SECTION 10. Pursuant to Section 1.150-2 of the Treasury Regulations (the "Reimbursement Regulations"), the Governing Body hereby declares its official intent to reimburse the Municipality's general fund for expenditures made for the Authorized Purposes prior to the issuance of the Bonds, the Qualified Obligation, or the Note, with the proceeds of the Bonds, the Qualified Obligation, or the Note, to the extent permitted by the Reimbursement Regulations.

SECTION 11. The Municipality by subsequent resolution shall take such actions as may be necessary to specify the terms and conditions of the issuance and sale of the Bonds, the Qualified Obligation, or the Note.

SECTION 12. If any one or more of the provisions of this resolution shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any of the other provisions of this resolution, but this resolution shall be construed and enforced as if such illegal or invalid provision or provisions had not been contained herein. All resolutions in conflict with this resolution are hereby amended and repealed, but only to the extent of any such conflict. For cause, this resolution shall become effective immediately upon its adoption.

Following the reading of the foregoing resolution and discussion thereof, Alderwoman Roschelle Gibson moved and Alderwoman Teresa Mack 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, November 14, 2024.

City of Byram, Mississippi
/s/ Richard White, Mayor
/s/ Angela Richburg, City Clerk

November 20, 2024, November 27, 2024, December 4, 2024, and December 11, 2024
8/29, 9/5, 9/12

Exhibit B

Form of the Indenture of Trust

INDENTURE OF TRUST

by and between

MISSISSIPPI DEVELOPMENT BANK

and

__________, __________, __________,
as Trustee

DATED AS OF __________, 20__

RELATING TO THE ISSUANCE OF

$9,500,000
MISSISSIPPI DEVELOPMENT BANK
SPECIAL OBLIGATION BONDS, SERIES 2024
(CITY OF BYRAM, MISSISSIPPI,
PARKS AND RECREATION GENERAL OBLIGATION BOND PROJECT)

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INDENTURE OF TRUST

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

WITNESSETH:

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

WHEREAS, the City of Byram, Mississippi (the "Municipality") is a "local governmental unit" under the Bank Act and has duly authorized the issuance of its Securities (as hereinafter defined) designated as its General Obligation Bond, Series 2024 (City of Byram, Mississippi, Parks and Recreation General Obligation Bond Project), in the maximum aggregate principal amount of $9,500,000 (the "Qualified Obligation"); and

WHEREAS, pursuant to the terms and provisions hereof and a Qualified Obligation Purchase Agreement, dated __________, 20__ by and between the Bank and the Municipality (the "Qualified Obligation Purchase Agreement"), the Bank will issue its $9,500,000 Special Obligation Bonds, Series 2024 (City of Byram, Mississippi, Parks and Recreation General Obligation Bond Project) (the "Bonds") to provide funds to purchase the Qualified Obligation, and to pay the costs incident to the sale and issuance of the Bonds and the Qualified Obligation; and

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

WHEREAS, the execution and delivery of this Indenture of Trust has been in all respects duly and validly authorized by a resolution duly passed and approved by the Board of Directors of the Bank (the "Board") on December 11, 2024 (the "Bank Bond Resolution").

NOW, THEREFORE, THIS INDENTURE OF TRUST WITNESSETH:

GRANTING CLAUSES

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

GRANTING CLAUSE FIRST

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

GRANTING CLAUSE SECOND

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

GRANTING CLAUSE THIRD

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

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

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

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

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

ARTICLE I
DEFINITIONS AND RULES OF INTERPRETATION

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

Accounts

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

Act

"Act" means, together, the Local and Private Act, the Bank Act, and the Municipal Improvements Act.

Arbitrage Rebate Agreement

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

Authorized Officer of the Bank

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

Authorized Officer of the Municipality

"Authorized Officer of the Municipality" means the Mayor, the Clerk, or such other person or persons who are duly authorized by the Governing Body to act on behalf of the Municipality.

Bond Insurer

"Bond Insurer" means __________, __________, __________, or any successor thereto.

Bank

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

Bank Act

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

Bank Bond Resolution

"Bank Bond Resolution" means the resolution of the Board of the Bank adopted on December 11, 2024, authorizing and directing the issuance of the Bonds.

Bankruptcy Code

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

Beneficial Owner

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

Board

"Board" means the Board of Directors of the Bank.

Bond Counsel

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

Bond Issuance Expense Account

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

Bond Register

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

Bondholder

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

Bonds

"Bonds" means the $9,500,000 Mississippi Development Bank Special Obligation Bonds, Series 2024 (City of Byram, Mississippi, Parks and Recreation General Obligation Bond Project), dated and issued on __________, 20__, pursuant to Section 2.01 of this Indenture, and any Refunding Bonds issued pursuant to this Indenture.

Business Day

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

Closing Date

"Closing Date" means, in connection with the Bonds, the date on which the Bonds are delivered by the Bank to, and paid for by, the Underwriter.

Code

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

Costs of Issuance

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

Counsel

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

Default

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

DTC

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

DTC Participants

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

DTC's Blanket Letter of Representations

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

Event of Default

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

Fiscal Year

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

Funds

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

General Account

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

General Fund

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

General Municipal Improvements Authorized Purpose

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

Governing Body

"Governing Body" means the Mayor and Board of Aldermen of the Municipality.

Governmental Obligations

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

Indenture

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

Insured Obligations

"Insured Obligations" means the Bonds.

Interest Payment Date

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

Investment Securities

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

Local and Private Act

"Local and Private Act" shall mean, together, Senate Bill 2152, as approved by the Legislature of the State (the "Legislature") in its Regular Session 2023 and signed by the Governor of the State (the "Governor") on April 3, 2023.

Local Governmental Unit

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

Moody's

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

Municipality

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

Municipality Bond Resolution

"Municipality Bond Resolution" means together, those certain resolutions adopted by the Governing Body of the Municipality on November 14, 2024, and on December 12, 2024, in connection with the issuance of the Qualified Obligation.

Municipal Improvements Act

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

Notice Address

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

Municipality:	City of Byram, Mississippi 5901 Terry Rd. Byram, MS 39272 Attention: Mayor and City Clerk
Bank:	Mississippi Development Bank 735 Riverside Drive, Suite 300 Jackson, MS 39202 Attention: Executive Director
Trustee:	__________ __________ __________, __________ __________ Attention: __________
Underwriter:	Crews & Associates, Inc. 521 President Clinton Ave, Ste 800 Little Rock, Arkansas 72201 Attention: __________
Bond Insurer:	__________ __________ __________

Opinion of Bond Counsel

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

Opinion of Counsel

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

Outstanding

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

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

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

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

Parks and Recreation Improvements Fund

"Parks and Recreation Improvements Fund" means the fund established by the Municipality Bond Resolution to pay the costs of the Project.

Paying Agent

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

Policy

"Policy" means the Municipal Bond Insurance Policy issued by the Bond Insurer that guarantees the scheduled payment of principal of and interest on the Bonds when due.

Principal Office

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

Principal Payment Date

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

Program

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

Program Expenses

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

Project

"Project" means providing funds for the purpose of: (a) the Special Tax Authorized Purpose, (b) the General Municipal Improvements Authorized Purpose, and (c) other authorized purposes under the Act, including paying the costs of issuance for the Bonds and the Qualified Obligation.

Purchase Account

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

Qualified Obligation

"Qualified Obligation" means the $9,500,000 General Obligation Bond, Series 2024 (City of Byram, Mississippi, Parks and Recreation General Obligation Bond Project), issued by the Municipality pursuant to the Municipality Bond Resolution and registered to the Trustee as assignee of the Bank pursuant to this Indenture.

Qualified Obligation Interest Payment

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

Qualified Obligation Payment

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

Qualified Obligation Principal Payment

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

Qualified Obligation Purchase Agreement

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

Rebate Fund

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

Record Date

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

Redemption Account

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

Redemption Price

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

Refunding Bonds

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

Registered Owner

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

Related Documents

"Related Documents" means this Indenture and the Municipality Bond Resolution.

Revenues

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

S&P

"S&P" means Standard & Poor's Credit Market Services, a division of The McGraw Hill Companies, Inc., a New York corporation, its successors and assigns, and, if dissolved or liquidated or if it no longer performs the functions of a securities rating agency, "S&P" shall be deemed to refer to any other nationally recognized securities rating agency designated by the Municipality (with the approval of the Bank), with written notice to the Trustee.

Securities

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

Security Documents

"Security Documents" means this Indenture, the Bonds, the Qualified Obligation, and/or any additional or supplemental document executed in connection with the Bonds and the Qualified Obligation.

Special Sales Tax

"Special Sales Tax" means, together, that portion of the 2% of the gross income of Restaurants (as defined in the Municipality Bond Resolution) within the Municipality derived from retail sales of Prepared Food (as defined in the Municipality Bond Resolution), to be expended for the for the Special Tax Authorized Purposes.

Special Tax Authorized Purpose

"Special Tax Authorized Purpose" means providing funds to promote, construct, finance, operate, equip, lease, and maintain existing and new parks and recreation facilities and equipment within the Municipality and to pay the principal of and interest on bonds issued pursuant to the Local and Private Act.

State

"State" means the State of Mississippi.

Supplemental Indenture

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

Trust Estate

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

Trustee

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

Underwriter or Placement Agent

"Underwriter" or Placement Agent means Crews & Associates, Inc., Little Rock, Arkansas.

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

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

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

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

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

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

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

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

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

ARTICLE II
AUTHORIZATION AND ISSUANCE OF BONDS

SECTION 2.01. Authorization and Issuance of Bonds.

(a) In accordance with the Act, the "Mississippi Development Bank Special Obligation Bonds, Series 2024 (City of Byram, Mississippi, Parks and Recreation General Obligation Bond Project)," are hereby authorized to be issued in the maximum aggregate principal amount of $9,500,000.

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

SECTION 2.02. Purpose and Disposition of Bonds. The purpose for issuing the Bonds is (a) to fund the Purchase Account, in order to provide funds for the purchase of the Qualified Obligation (which amounts are to provide financing for the Project pursuant to the Act), and (b) to pay Costs of Issuance in connection with the Bonds and the Qualified Obligation. Upon the delivery of the Bonds and receipt of the net proceeds therefor, the Bank shall deliver to the Trustee proceeds of the Bonds in the amount of $__________ ($9,500,000.00 par amount of the Bonds, plus/less a net original issue premium/discount of $__________, less the Underwriter's discount of $__________, and less the payment of the premium of $__________ for the Policy). The proceeds of the Bonds shall be deposited as follows: (1) into the Bond Issuance Expense Account, the sum of $__________ to pay Costs of Issuance of the Bonds and the Qualified Obligation, and (b) into the Purchase Account, the sum of $__________ to be immediately distributed to the Municipality as provided in Sections 6.07 and 7.02 hereof to pay the costs of the Project.

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

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

Interest on the Bonds shall be payable on __________ 1 and __________ 1 of each year, commencing __________ 1, 20__, until the Bonds are paid. Interest will be calculated using a 360-day year based on twelve 30-day months.

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

Date of Maturity	Principal Amount	Interest Rate
20__	$__________	__________%
20__	$__________	__________%
20__	$__________	__________%
20__	$__________	__________%
20__	$__________	__________%
20__	$__________	__________%
20__	$__________	__________%
20__	$__________	__________%
20__	$__________	__________%
20__	$__________	__________%
20__	$__________	__________%
20__	$__________	__________%
20__	$__________	__________%
20__	$__________	__________%
20__	$__________	__________%
20__	$__________	__________%
20__	$__________	__________%
20__	$__________	__________%
20__	$__________	__________%
20__*	$__________	__________%

*Term Bond

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

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

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

(c) Original executed counterparts of this Indenture;

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

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

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

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

SECTION 2.05. Provisions for Issuance of Refunding Bonds.

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

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

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

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

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

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

SECTION 2.07. Book-Entry Only System. The Bonds shall be initially issued in the form of a separate single fully-registered Bond for each of the maturities thereof. Upon initial issuance, the ownership of each such Bond shall be registered in the Bond Register in the name of Cede & Co., as nominee of DTC, and except as provided in Section 2.08 hereof, all of the outstanding Bonds shall be registered in the Bond Register in the name of Cede & Co., as nominee of DTC.

With respect to Bonds registered in the Bond Register in the name of Cede & Co., as nominee of DTC, the Bank and the Trustee shall have no responsibility or obligation to any participant for whom DTC is a security depository nominee ("DTC Participants") or to any person on behalf of whom such a DTC Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the Bank and the Trustee shall have no responsibility or obligation with respect to (a) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds, (b) the delivery to any DTC Participant or any other person, other than a Bondholder, as shown in the Bond Register, of any notice with respect to the Bonds, or (c) the payment to any DTC Participant or any other person, other than a Bondholder, as shown in the Bond Register, of any amount with respect to principal of, premium, if any, or interest on, the Bonds. Notwithstanding any other provision of this Indenture to the contrary, the Bank, the Trustee and each paying agent, if any, shall be entitled to treat and consider the person in whose name each Bond is registered in the Bond Register as the absolute owner of such Bond for the purpose of payment of principal, premium, if any, and interest with respect to such Bond, for the purpose of giving notices and other matters with respect to such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes whatsoever. The Trustee and each paying agent, if any, shall pay all principal of, premium, if any, and interest on the Bonds only to or upon the order of the respective Bondholders, as shown in the Bond Register as provided in this Indenture, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the Bank's obligations with respect to payment of principal of, premium, if any, and interest on the Bonds to the extent of the sum or sums so paid. No person other than a Bondholder, as shown in the Bond Register, shall receive a Bond certificate evidencing the obligation of the Bank to make payments of principal, premium, if any, and interest pursuant to this Indenture. Upon delivery by DTC to the Trustee of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Indenture with respect to interest checks or drafts being mailed to the Registered Owner at the close of business on the Record Date, the words "Cede & Co." in this Indenture shall refer to such new nominees of DTC; and upon receipt of such a notice the Trustee shall promptly deliver a copy of the same to each paying agent, if any.

SECTION 2.08. Successor Securities Depository; Transfers Outside Book-Entry Only System. In the event that the Bank or the Municipality determines that DTC is incapable of discharging its responsibilities described herein and DTC's Blanket Letter of Representations or that it is in the best interest of the Beneficial Owners of the Bonds that they be able to obtain certificated Bonds, the Bank shall (a) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Bond certificates to such successor securities depository or (b) notify DTC and DTC Participants of the availability through DTC of Bond certificates and transfer one or more separate Bond certificates to DTC Participants having Bonds credited to their DTC accounts. In such event, the Bonds shall no longer be restricted to being registered in the Bond Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Bondholders transferring or exchanging Bonds shall designate, in accordance with the provisions of this Indenture.

SECTION 2.09. Payments and Notices to Cede & Co. Notwithstanding any other provision of this Indenture to the contrary, so long as any of the Bonds are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to the principal of, premium, if any, and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, in the manner provided in DTC's Blanket Letter of Representations. The Trustee shall request in each notice sent to Cede & Co. pursuant to the terms of this Indenture that Cede & Co. forward or cause to be forwarded such notice to the DTC Participants.

ARTICLE III
GENERAL TERMS AND PROVISIONS OF BONDS

SECTION 3.01. Medium, Form and Place of Payment. The Bonds shall be payable, with respect to interest, principal, and Redemption Price in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts. Interest shall be payable by check mailed on the Interest Payment Date to the Registered Owners as of the Record Date. The Bank may provide for the payment of interest on Bonds to holders of $1,000,000 or more in aggregate principal amount of Bonds at the written direction of such holders delivered to the Trustee at least one Business Day prior to the Record Date by wire transfer or by deposit into the account of the Registered Owner if such account is maintained by the Trustee. Principal shall be payable at the Principal Office of the Trustee upon presentation of the Bonds to be paid.

SECTION 3.02. Legends. The Bonds may contain or have endorsed thereon such provisions, specifications and descriptive words not inconsistent with the provisions of this Indenture as may be necessary or desirable to comply with custom, as determined by the Bank prior to the delivery thereof.

SECTION 3.03. Execution. The Bonds shall be executed on behalf of the Bank with the manual or facsimile signature of its Executive Director, President or Vice President and shall have impressed or imprinted thereon, by facsimile or otherwise, the official seal of the Bank, which seal shall be attested by the manual or facsimile signature of the Secretary or Assistant Secretary of the Bank. In case any officer of the Bank whose signature or whose facsimile signature shall appear on the Bonds shall cease to be such officer before the delivery of such Bonds, such signature or facsimile signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery. Any Bond may be executed and attested on behalf of the Bank by such officer as at the time of the execution of such Bonds shall be duly authorized or hold the proper office of the Bank although at the date borne by the Bonds or at the date of delivery of the Bonds such officer may not have been so authorized or have held such office.

SECTION 3.04. Authentication. No Bond shall be valid or obligatory for any purpose or entitled to any security or benefit under this Indenture unless and until a certificate of authentication on such Bond shall have been duly executed by the Trustee, and such executed certificate of the Trustee upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered under this Indenture.

The Trustee's certificate of authentication on any Bond shall be deemed to have been executed by the Trustee if signed by an authorized representative or signatory of the Trustee, but it shall not be necessary that the same representative or signatory sign the certificate of authentication on all of the Bonds. The signature of the authorized representative or signatory of the Trustee shall be manual.

SECTION 3.05. Mutilated, Lost, Stolen or Destroyed Bonds. If any Bond is mutilated, lost, stolen or destroyed, the Bank shall execute and the Trustee shall authenticate a new Bond or Bonds of the same maturity and denomination, as that mutilated, lost, stolen or destroyed; provided that in the case of any mutilated Bond, it shall first be surrendered to the Trustee, and in the case of any lost, stolen or destroyed Bond, there shall be first furnished to the Trustee evidence of such loss, theft or destruction satisfactory to the Trustee, together with security and/or indemnity satisfactory to it. In the event any such Bond shall have matured or been called for redemption instead of issuing and authenticating a duplicate Bond, the Trustee may pay the same without surrender thereof, provided, however, that in the case of a lost, stolen or destroyed Bond, there shall be first furnished to the Trustee evidence of such loss, theft or destruction satisfactory to the Trustee together with security and/or indemnity satisfactory to it. The Trustee may charge the owner of such Bond its reasonable fees and expenses in connection with replacing any Bonds mutilated, lost, stolen or destroyed. Any Bond issued pursuant to this Section 3.05 shall be deemed part of the original series of the Bonds in respect of which it was issued and a contractual obligation of the Bank replacing the obligation evidenced by such mutilated, lost, stolen or destroyed Bond.

SECTION 3.06. Registration, Transfer, and Exchange of Bonds; Persons Treated as Owners. The Bank shall cause records for the registration and for the transfer of the Bonds to be kept by the Trustee at its Principal Office, and the Trustee is hereby constituted and appointed the bond registrar of the Bank for the Bonds. At reasonable times and under reasonable regulations established by the Trustee, said records may be inspected and prepared by the Bank or by Beneficial Owners (or a designated representative thereof) of five percent (5%) or more in aggregate principal amount of the Bonds then Outstanding.

Upon surrender for transfer of any Bond at the Principal Office of the Trustee, duly endorsed by, or accompanied by a written instrument or instruments of transfer in form satisfactory to the Trustee and duly executed by the Registered Owner or his attorney duly authorized in writing, the Bank shall execute and the Trustee shall authenticate and deliver in the name of the transferee or transferees a new Bond or Bonds of the same maturity for a like aggregate principal amount. The Bonds may be transferred or exchanged without cost to the Bondholders except for any tax or governmental charge required to be paid with respect to the transfer or exchange. The execution by the Bank of any Bond of any denomination shall constitute full and due authorization of such denomination and the Trustee shall thereby be authorized to authenticate and deliver such Bond.

The Trustee shall not be required to (a) register, transfer or exchange any Bond during a period of 15 days next preceding mailing of a notice of redemption of any Bond, or (b) to register, transfer or exchange any Bond selected, called or being called for redemption in whole or in part after mailing notice of such call has been made.

The person in whose name a registered Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of principal, premium, if any, and interest thereon, shall be made only to or upon the order of the Registered Owner thereof or his legal representative, but such registration may be changed as hereinabove provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

All Bonds delivered upon any transfer or exchange shall be valid obligations of the Bank, evidencing the same debt as the Bonds surrendered, shall be secured by this Indenture and shall be entitled to all of the security and benefits hereof to the same extent as the Bond surrendered.

SECTION 3.07. Destruction of Bonds. Whenever any Outstanding Bond shall be delivered to the Trustee for cancellation pursuant to this Indenture or upon payment of the principal, premium, if any, or interest represented thereby or for replacement pursuant to Section 3.05 hereof, such Bond shall be canceled and destroyed by the Trustee and a counterpart of a certificate of destruction evidencing such destruction shall be furnished by the Trustee to the Bank.

SECTION 3.08. Nonpresentment of Bonds. In the event any Bond shall not be presented for payment when the principal thereof comes due, either at maturity or at the date fixed for redemption thereof, or otherwise, if funds sufficient to pay such Bond shall have been made available to the Trustee for the benefit of the owner thereof, all liability of the Bank to the owner thereof for the payment of such Bond shall forthwith cease, terminate and be completely discharged, and thereupon it shall be the duty of the Trustee to hold such funds for four (4) years, for the benefit of the owner of such Bond, without liability for interest thereon to such owner, who shall thereafter be restricted exclusively to such funds, for any claim of whatever nature on his part under this Indenture or on, or with respect to, said Bond.

Any money so deposited with and held by the Trustee not so applied to the payment of Bonds within four (4) years after the date on which the same shall become due shall be repaid by the Trustee to the Bank and thereafter the Bondholders shall be entitled to look only to the Bank for payment, and then only to the extent of the amount so repaid, and the Bank shall not be liable for any interest thereon to the Bondholders and shall not be regarded as a trustee of such money.

SECTION 3.09. Other Obligations Payable from Revenues. The Bank shall grant no liens or encumbrances on or security interests in the Trust Estate (other than those created by this Indenture), and, except for the Bonds, shall issue no bonds or other evidences of indebtedness payable from the Trust Estate.

SECTION 3.10. Temporary Bonds. Until the definitive Bonds are ready for delivery, the Bank may execute, in the same manner as is provided in Section 3.03, and, upon the request of the Bank, the Trustee shall authenticate and deliver, one or more temporary Bonds, which shall be fully registered. Such temporary Bonds shall be subject to the same provisions, limitations and conditions as the definitive Bonds and shall be substantially of the tenor of the definitive Bonds in lieu of which such temporary Bond or Bonds are issued, in the denomination of $5,000 or any integral multiples thereof authorized by the Bank, and with such omissions, insertions and variations as may be appropriate to temporary Bonds. The Bank at its own expense shall prepare and execute and, upon the surrender of such temporary Bonds, shall deliver in exchange therefor definitive Bonds of the same aggregate principal amount and maturity as the temporary Bonds surrendered. Until so exchanged, the temporary Bonds shall in all respects be entitled to the same benefits and security as definitive Bonds issued pursuant to this Indenture.

If the Bank shall authorize the issuance of temporary Bonds in more than one denomination, the owner of any temporary Bond or Bonds may, at his option, surrender the same to the Trustee in exchange for another temporary Bond or Bonds of like aggregate principal amount and maturity of any other authorized denomination or denominations, and thereupon the Bank shall execute and the Trustee, in exchange for the temporary Bond or Bonds so surrendered and upon payment of the taxes and charges provided for in Section 3.06, shall authenticate and deliver a temporary Bond or Bonds of like aggregate principal amount and maturity in such other authorized denomination or denominations as shall be requested by such owner. All temporary Bonds surrendered in exchange for either another temporary Bond or Bonds or a definitive Bond or Bonds shall be forthwith canceled by the Trustee.

SECTION 3.11. Limitations on Obligations of Bank. The Bonds, together with interest thereon, shall be limited obligations of the Bank but payable solely from Revenues and shall be a valid claim of the respective owners thereof only against the Funds and Accounts, other than the Rebate Fund and any Accounts created thereunder, established hereunder and the Qualified Obligation acquired by the Trustee, all of which are hereby assigned and pledged hereunder for the equal and ratable payment of the Bonds and shall be used for no other purpose than the payment of the Bonds, except as may be otherwise expressly authorized in this Indenture. The Bonds do not constitute a debt or liability or moral obligation of the State or of any political subdivision thereof under the constitution of the State or a pledge of the faith and credit or taxing power of the State or any political subdivision thereof, but shall be payable solely from the Revenues and Funds pledged therefor in accordance with this Indenture including, without limitation, the avails of the Special Sales Tax and the full faith, credit and taxing power of the Municipality derived or to be derived from Qualified Obligation Payments made in respect of the Qualified Obligation pursuant to the Municipality Bond Resolution. The issuance of the Bonds under the provisions of the Act does not directly, indirectly or contingently, obligate the State or any political subdivision thereof to levy any form of taxation for the payment thereof or to make any appropriation for their payment and such Bonds and the interest payable thereon do not now and shall never constitute a debt of the State or any political subdivision thereof within the meaning of the constitution of the State or the statutes of the State and do not now and shall never constitute a charge against the credit or taxing power of the State or any political subdivision thereof; provided, however, that the Qualified Obligation is a general obligation of the Municipality. Neither the State nor any agent, attorney, member or employee of the State or of the Bank, shall in any event be liable for the payment of the principal of, and premium, if any, or interest on the Bonds or damages, if any, for the nonperformance of any pledge, mortgage, obligation or agreement of any kind whatsoever which may be undertaken by the Bank. No breach by the Bank of any such pledge, mortgage, obligation or agreement may impose any liability, pecuniary or otherwise, upon the State or any of the State's or the Bank's agents, members, attorneys, and employees or any charge upon the general credit of the State or a charge against the taxing power of the State or any political subdivision thereof. In the Bank Act, the State has pledged and agreed with the holders of any bonds of the Bank, which would include the Bonds, that the State will not limit or alter the rights hereby vested in the Bank to fulfill the terms of any agreements made with the said Bondholders or in any way impair the rights and remedies of such holders until such bonds, together with the interest thereon, with interest on any unpaid installments of interest, and all costs and expenses in connection with any action or proceeding by or on behalf of such holders of bonds are fully met and discharged.

SECTION 3.12. Immunity of Officers and Directors. No recourse shall be had for the payment of the Bonds or for any claim based thereon or upon any obligation, covenant or agreement in this Indenture contained against any past, present or future officer, member, director, agent or employee of the Bank or any officer, member, director, trustee, agent or employee of any successor entities thereto, as such, either directly or through the Bank or any successor entities, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such officers, members, directors, trustees, agents, or employees as such, is hereby expressly waived and released as a condition of and consideration for the execution of this Indenture and issuance of such Bonds.

ARTICLE IV
REDEMPTION OF BONDS PRIOR TO MATURITY

SECTION 4.01. Redemption and Redemption Prices and Terms for Bonds. If the Municipality directs the Bank to redeem the Bonds pursuant to the Municipality Bond Resolution, the Bank agrees to accept redemption and redeem the Bonds in the following instances:

Optional Redemption. The Bonds (or any portion thereof in integral multiples of $5,000 each) which mature on or after __________ 1, 20__, are subject to optional redemption prior to their stated date of maturity in whole or in part, in principal amounts and maturities selected by the Bank on any date on or after __________ 1, 20__, at par, plus accrued interest to the date of redemption thereof. Selection of the Bonds to be redeemed within a maturity will be made by lot by the Trustee.

Mandatory Sinking Fund Redemption. The Bonds are subject to mandatory sinking fund redemption as follows:

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

$__________
Bonds Maturing __________ 1, 20__

Year	Principal Amount
20_____	$__________
20_____	$__________
20_____	$__________
20_____ *	$__________

*Final Maturity

SECTION 4.02. Redemption at the Election or Direction of the Bank. In the case of the redemption of any Bonds, the Bank shall give written notice to the Trustee of its direction so to redeem, of the redemption date, of the principal amounts of the Bonds of each maturity to be redeemed (which maturities and principal amounts thereof to be redeemed shall be determined by the Bank at the direction of the Municipality, subject to any limitations with respect thereto contained in the Act or this Indenture) and of the moneys to be applied to the payment of the Redemption Price. Such notice shall be given at least 30 days prior to the redemption date or such shorter period as shall be acceptable to the Trustee and may be conditioned upon receipt of sufficient funds to redeem the Bonds called for redemption on the redemption date. The Bank shall pay to the Trustee an amount in cash which, in addition to other moneys, if any, available therefor and held by the Trustee, will be sufficient to redeem, on the redemption date at the Redemption Price thereof together with interest accrued to the redemption date, all of the Bonds to be redeemed.

SECTION 4.03. Selection of Bonds to be Redeemed. If less than all of the Bonds are to be redeemed, the Bonds shall be redeemed only in whole multiples of $5,000. For purposes of redemption, each $5,000 of principal shall be considered as a Bond. If less than all of the Bonds shall be called for redemption, the principal amount and maturity of the Bonds to be redeemed shall be selected by the Bank and the Trustee shall select the particular Bonds to be redeemed by lot within a maturity in such manner as the Trustee may determine.

SECTION 4.04. Redemption Payments. The Trustee is hereby authorized and directed to apply funds deposited with the Trustee by the Bank in an amount sufficient to pay the Redemption Price of the Bonds or portions thereof called, together with accrued interest thereon to the redemption date. If proper notice of redemption by mailing has been given as provided in Section 4.05 hereof and sufficient funds for redemption shall be on deposit with the Trustee as aforesaid, interest on the Bonds or portions thereof thus called shall no longer accrue after the date fixed for redemption. No payment shall be made by the Trustee upon any Bond or portion thereof called for redemption until such Bond or portion thereof shall have been delivered for payment or cancellation or the Trustee shall have received the items required by Section 3.05 hereof with respect to any mutilated, lost, stolen or destroyed Bond.

SECTION 4.05. Notice of Redemption. Notice of the call for any optional redemption, identifying the Bonds to be redeemed (which may be a conditional notice of redemption), shall be given by the Trustee by mailing a copy of the redemption notice by registered or certified mail at least 30 days prior to the date fixed for redemption to the Registered Owner of each Bond to be redeemed at the address shown on the Bond Register. Failure to give such notice by mailing to any

Bondholder or any defect in such notice, shall not affect the validity of any proceeding for the redemption of any other Bonds.

SECTION 4.06. Cancellation. All Bonds which have been redeemed shall not be reissued but shall be canceled and destroyed by the Trustee in accordance with Section 3.07 hereof.

ARTICLE V
GENERAL COVENANTS

SECTION 5.01. Payment of Debt Service. The Bank covenants and agrees that it will promptly pay the principal of, Redemption Price and interest on every Bond issued under this Indenture at the place, on the dates and in the manner provided herein and in said Bonds according to the true intent and meaning thereof, provided that the principal, Redemption Price and interest are payable by the Bank solely from Revenues and any other funds or assets constituting the Trust Estate herein pledged to the Trustee as security by the Bank to the extent of that pledge.

SECTION 5.02. Bank's Performance of Covenants. The Bank covenants and agrees that it will faithfully perform at all times any and all covenants, undertakings, stipulations and provisions contained in this Indenture, and every Bond executed, authenticated and delivered hereunder and in all of its proceedings pertaining thereto. The Bank covenants and agrees that it is duly authorized under the constitution and laws of the State, including particularly the Act, to issue the Bonds authorized hereby and to execute this Indenture and to pledge the Revenues and all other property hereby pledged in the manner and to the extent herein set forth, that all action on its part for the issuance of the Bonds and the execution and delivery of this Indenture has been duly and effectively taken, and that the Bonds in the possession of the owners thereof are and will be valid and enforceable limited obligations of the Bank according to the terms thereof and hereof.

SECTION 5.03. Instruments of Further Assurance. The Bank covenants and agrees that the Trustee may defend its rights to the payment of the Revenues for the benefit of the owners of the Bonds against the claims and demands of all persons whomsoever. The Bank covenants and agrees that it will do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, such indentures supplemental hereto and such further acts, instruments and transfers as the Trustee may reasonably require for the better assuring, transferring, pledging, assigning and confirming unto the Trustee all and singular the rights assigned hereby and the amounts and other property pledged hereby to the payment of the principal of and interest on the Bonds.

SECTION 5.04. Covenants Concerning Program.

(a) In order to provide for the payment of the principal, Redemption Price and interest on the Bonds and Program Expenses, the Bank shall from time to time, with all practical dispatch and in a sound and economical manner consistent in all respects with the Act, the provisions of this Indenture and sound banking practices and principles, to the extent necessary to provide for the payment of the Bonds (i) do all such acts and things as shall be necessary to receive and collect Revenues (including enforcement of the prompt collection of all arrears on the Qualified Obligation), and (ii) diligently enforce, and take all steps, actions and proceedings reasonably necessary in the judgment of the Bank to protect its rights with respect to the Qualified Obligation and to enforce all terms, covenants and conditions of the Qualified Obligation including the collection, custody and prompt application of all Qualified Obligation Payments and deposits required by the terms of the Qualified Obligation for the purposes for which they were made.

(b) Whenever necessary in order to provide for the payment of debt service on the Bonds, the Bank shall commence appropriate remedies with respect to the occurrence of any event of default in connection with the Qualified Obligation or any other bonds issued by the Municipality pursuant to a resolution of the Municipality and as authorized by a supplemental bond resolution.

SECTION 5.05. Possession and Inspection of Qualified Obligation. The Trustee covenants and agrees to retain or cause its agent to retain possession of the Qualified Obligation and a copy of the transcript or documents related thereto and release them only in accordance with the provisions of this Indenture. The Bank and the Trustee covenant and agree that all records and documents in their possession relating to the Qualified Obligation shall at all times be open to inspection by such accountants or other agencies or persons as the Bank or the Trustee may from time to time designate.

SECTION 5.06. Accounts and Reports. The Bank covenants and agrees to keep proper records and accounts (separate from all other records and accounts) in which complete and correct entries shall be made of its transactions relating to the Program, the Qualified Obligation and the Funds and Accounts. Such records, and all other records and papers of the Bank, and such Funds and Accounts shall at all reasonable times be subject to the inspection of the Trustee and the Beneficial Owners of an aggregate of not less than five percent (5%) in principal amount of the Bonds then Outstanding or their representatives duly authorized in writing.

The Trustee covenants and agrees, if requested, to provide to the Bank prior to the twentieth (20^{th}) day of the month following the end of each six-month period, commencing with the period ending __________ 1, 20_____, a statement of the amount on deposit in each Fund and Account as of the first day of that month and of the total deposits to and withdrawals from each Fund and Account during the preceding six-month period.

The reports, statements and other documents required to be furnished to or by the Trustee pursuant to any provision of this Indenture shall be provided to the Beneficial Owners of an aggregate of not less than five percent (5%) in principal amount of the Bonds then Outstanding who file or have filed a written request therefor with the Trustee with any such costs of such documents to be paid by the Bondholder.

SECTION 5.07. Bank Covenants with Respect to the Qualified Obligation.

(a) The Bank covenants and agrees that it will not permit or agree to any material change in the Qualified Obligation.

(b) The Bank covenants and agrees that it will enforce or authorize the enforcement of all remedies available to owners or holders of the Qualified Obligation; provided, however, that decisions as to the enforcement of remedies shall be within the sole discretion of the Trustee as set forth in Article X hereof.

(c) The Bank covenants and agrees that it will not sell or dispose of the Qualified Obligation.

SECTION 5.08. Monitoring Investments. The Bank covenants and agrees to regularly review the investments held by the Trustee in the Funds and Accounts for the purpose of assuring that the Revenues derived from such investments are sufficient to provide, with other anticipated Revenues, the debt service on Outstanding Bonds.

SECTION 5.09. Covenants Concerning Preservation of Tax Exemption. The Bank hereby covenants and agrees to take all qualifying actions and shall take any qualifying actions that are necessary in order to protect and preserve the exclusion from gross income for federal income tax purposes of the interest on the Bonds. For this purpose, the Bank shall approve and deliver to the Trustee a certificate concerning the provisions of the Code necessary to protect and preserve such exclusion. Such certificate may only be amended from time to time upon the receipt by the Trustee of an Opinion of Bond Counsel to the effect that compliance by the Bank with the certificate will not adversely affect the exclusion of interest on the Bonds from gross income of the holders thereof for federal income tax purposes.

ARTICLE VI
REVENUES AND FUNDS

SECTION 6.01. Source of Payment of Bonds. The Bonds and all payments by the Bank hereunder are limited obligations of the Bank payable solely out of the Trust Estate as authorized by the constitution and statutes of the State, including particularly the Act and this Indenture, as provided herein.

SECTION 6.02. Creation of Funds. There are hereby created by the Bank and ordered established the General Fund and the Rebate Fund to be held by the Trustee. There are hereby created and established in the General Fund a "General Account," a "Bond Issuance Expense Account," a "Redemption Account" and a "Purchase Account." Upon the written request of the Bank, the Trustee shall establish and maintain hereunder such additional Funds, Accounts or subaccounts as the Bank may specify from time to time to the extent that in the judgment of the Trustee the establishment of such Fund or Account is not to the material prejudice of the Trustee or the Bondholders.

SECTION 6.03. Deposit of Net Proceeds of Bonds. The Trustee shall deposit the proceeds from the sale of the Bonds in the manner provided in Section 2.02 hereof.

(a) The Trustee shall deposit the proceeds of any Refunding Bonds in the manner provided in the Supplemental Indenture authorizing the issuance thereof.

SECTION 6.04. Deposit of Revenues and Other Receipts. Upon receipt of any Revenues or other receipts (except the proceeds of the Bonds and moneys received upon sale or redemption prior to maturity of the Qualified Obligation), the Trustee shall deposit such amounts into the General Account of the General Fund.

SECTION 6.05. Operation of General Account. The Trustee shall deposit in the General Account of the General Fund all amounts received for payment of principal and interest on the Bonds and required to be deposited therein pursuant to the provisions of this Article VI.

The Trustee shall invest funds in the General Account in accordance with Article VIII hereof and shall make the following payments from the General Account on the specified dates and, if there are not sufficient funds to make all the payments required, with the following order of priority:

(a) On or before each Interest Payment Date, to the Registered Owners such amount (including Investment Securities held by the Trustee maturing or callable on or before the Interest Payment Date) as shall be necessary to pay the principal and interest coming due on the Bonds on such Interest Payment Date;

(b) At such times as shall be necessary, to pay Program Expenses;

(c) On or before 30 days after each anniversary of the issuance of the Bonds, the amounts, if any, to be transferred to the Rebate Fund as provided in the Arbitrage Rebate Agreement;

(d) After making such payments in paragraphs (a) through (c) above, the Trustee shall make a determination of the amounts reasonably expected to be received in the form of cash in the succeeding 12 months and shall transfer all moneys in the General Account which, together with such expected receipts for the succeeding 12 months are in excess of the amounts needed to pay principal and interest on the Bonds within the immediately succeeding twelve month period, to the Municipality at the request of the Municipality with the prior written approval of the Bank.

SECTION 6.06. Operation of the Redemption Account. The Trustee shall deposit in the Redemption Account all moneys received upon the redemption prior to maturity of the Qualified Obligation and all other moneys required to be deposited therein pursuant to the provisions of Article IV and Article VI hereof, shall invest such funds pursuant to Article VIII hereof and shall disburse the funds held in the Redemption Account to redeem Bonds. Such redemption shall be made pursuant to a redemption under the provisions of Article IV hereof.

SECTION 6.07. Operation of the Purchase Account. The Trustee shall deposit in the Purchase Account all moneys required to be deposited therein pursuant to the provisions of Section 2.02 and Article VI hereof, shall invest such funds pursuant to Article VIII hereof, and shall disburse the funds held in the Purchase Account to purchase the Qualified Obligation in accordance with the procedures established by the Bank as set forth in Article VII hereof upon the submission of a written requisition of the Bank signed by an Authorized Officer of the Bank stating that all requirements with respect to such financing set forth in this Indenture have been or will be complied with. Upon purchase of the Qualified Obligation, the Municipality will provide for the deposit of such funds in the Parks and Recreation Improvements Fund of the Municipality established under the Municipality Bond Resolution, which fund will be used by the Municipality to finance the Project. Any amounts remaining in the Purchase Account after the purchase of the Qualified Obligation shall be transferred to the General Account.

SECTION 6.08. Operation of Bond Issuance Expense Account. The Trustee shall deposit in the Bond Issuance Expense Account the moneys required to be deposited therein pursuant to Section 2.02 of this Indenture, shall invest such funds pursuant to Article VIII hereof and shall disburse the funds held in the Bond Issuance Expense Account as follows:

(a) Upon receipt of acceptable invoices and the written authorization of the Mayor of the Municipality and an Authorized Officer of the Bank, to pay the Costs of Issuance of the Bonds and the Qualified Obligation or to reimburse the Bank or the Municipality for amounts previously advanced for such costs; and

(b) On the date that is 60 days after the date of issuance of the Bonds, any funds remaining in the Bond Issuance Expense Account shall be transferred to the General Account.

SECTION 6.09. Operation of the Rebate Fund.

(a) The Trustee is authorized to establish and maintain, so long as any Bonds are Outstanding and are subject to a requirement that arbitrage profits be rebated to the United States of America, a separate fund to be known as the "Rebate Fund." The Trustee shall make information regarding the Bonds and investments hereunder available to the Bank and shall make deposits and disbursements from the Rebate Fund in accordance with the Arbitrage Rebate Agreement and Section 8.02 hereof, shall invest the Rebate Fund as directed by the Bank and shall deposit income from such investments immediately upon receipt thereof in the Rebate Fund. Anything in this Indenture to the contrary notwithstanding, the provisions of this Section may be superseded or amended by an amended Arbitrage Rebate Agreement and accompanied by an Opinion of Bond Counsel addressed to the Trustee to the effect that the provisions of the amended Arbitrage Rebate Agreement will not adversely affect the exclusion from gross income for federal income tax purposes of the interest on the Bonds.

(b) If a deposit to the Rebate Fund is required as a result of the computations made by or on behalf of the Bank pursuant to the Arbitrage Rebate Agreement, the Trustee shall, upon receipt of direction from the Bank, accept such payment for the benefit of the Bank and make transfers of moneys from the General Account or otherwise to the Rebate Fund to comply with such direction. If amounts in excess of that required to be rebated to the United States of America accumulate in the Rebate Fund, the Trustee shall, upon direction from the Bank, transfer such amount to the General Account.

(c) Not later than 60 days following __________ 1, 20_____, and every five (5) years thereafter, the Trustee shall, upon written request of the Bank in accordance with the Arbitrage Rebate Agreement, pay to the United States of America 100% of the amount required to be on deposit in the Rebate Fund as of such payment date provided that direction from the Bank for transfer of such amount to the Rebate Fund has been previously received by the Trustee pursuant to the provisions of Section 6.09(b), and further provided that funds were available in the General Account to fund 100% of the amount required to be on deposit in the Rebate Fund as of such payment date. Not later than 60 days after the final retirement of the Bonds, the Trustee shall upon written request of the Bank, pay to the United States of America 100% of the amount owing to the United States of America. Each payment required to be paid to the United States of America pursuant to this Section shall be filed with the Internal Revenue Service Center, Ogden, Utah 84201. Each payment shall be accompanied by a copy of the Form 8038-G originally filed with respect to the Bonds and a statement of the Bank summarizing the determination of the amount to be paid to the United States of America.

SECTION 6.10. Moneys to be Held in Trust. All moneys required to be deposited with or paid to the Trustee for the account of any Fund or Account established under any provision of this Indenture shall be held by the Trustee in trust and applied in accordance with the provisions of this Indenture, except for moneys held pursuant to the Rebate Fund and any Accounts created thereunder and except for moneys deposited with or paid to the Trustee for the redemption of Bonds, notice of the redemption of which has been duly given, and shall, while held by the Trustee, constitute part of the Trust Estate and be subject to the security interest created hereby and shall not be subject to any lien or attachment by any creditor of the Bank.

SECTION 6.11. Amounts Remaining in Funds or Accounts. Any amounts remaining in any Fund or Account after full payment of the Bonds and the fees, charges (including any required rebate to the United States of America) and expenses of the Trustee and all other amounts due and owing hereunder shall be distributed to the Municipality, except for any moneys owing to the Bank which shall be paid to such party and except as provided in Section 3.08 hereof.

SECTION 6.12. Certain Verifications. The Bank and/or the Trustee from time to time may cause a firm of independent certified public accountants of national standing or other nationally recognized experts to supply the Bank and the Trustee with such information as the Bank or the Trustee may request in order to determine in a manner reasonably satisfactory to the Bank and the Trustee all matters relating to (a) the sufficiency of projected cash flow receipts and disbursements with respect to the Funds and Accounts to pay the principal of and interest on the Bonds and Program Expenses; (b) the actuarial yields on the Outstanding Bonds as the same may relate to any data or conclusions necessary to verify that the Bonds are not arbitrage bonds within the meaning of Section 148 of the Code; (c) the yields on any obligations acquired and held by the Bank and/or the Trustee; and (d) the rebate calculation required by Section 6.09 hereof. The Bank and/or the Trustee from time to time may also obtain an Opinion of Bond Counsel concerning post-issuance compliance with any federal legislation applicable to the Bonds. The fees of such independent certified public accountants and Bond Counsel shall constitute reimbursable Program Expenses to be paid by the Municipality.

ARTICLE VII
PURCHASE OF QUALIFIED OBLIGATION

SECTION 7.01. Terms and Conditions of Purchase. The Qualified Obligation purchased by the Bank shall be purchased on the terms and conditions of, and upon submission of the documents required by this Article VII.

SECTION 7.02. Purchase. The Trustee shall pay the purchase price of the Qualified Obligation upon receipt by the Trustee of:

(a) a written requisition of the Bank signed by an Authorized Officer of the Bank stating to whom payment is to be made and the amount to be paid;

(b) a certificate signed by an Authorized Officer of the Bank attached to the requisition and certifying that the Municipality, pursuant to the Qualified Obligation Purchase Agreement, has sold or will sell the Qualified Obligation to the Bank and is obligated to make Qualified Obligation Payments and to pay all fees and charges required to be paid to the Bank under the Municipality Bond Resolution, and that, to the knowledge of such officer, the Municipality is not in default under the payment terms or other material terms or provisions of any other obligations of the Municipality;

(c) a certified transcript of proceedings authorizing the issuance, execution and delivery of the Qualified Obligation, which transcript shall contain the certifications required by the Act and such other certifications and representations which are reasonable and appropriate as determined by the Bank or the Trustee;

(d) the opinions of Bond Counsel and Counsel for the Municipality in form satisfactory to the Bank stating that the Qualified Obligation constitutes a valid and binding obligation enforceable in accordance with its terms, subject to such enforcement limitations customarily contained in such opinions;

(e) the Qualified Obligation, registered as to both principal and interest to the Bank and delivered in accordance with the Act;

(f) an Opinion of Counsel for the Municipality in form satisfactory to the Bank stating that such Municipality is a "local governmental unit" within the meaning of the Act;

(g) a signed Qualified Obligation Purchase Agreement from the Municipality; and

(h) an executed Arbitrage Rebate Agreement.

Upon receipt of the documents enumerated above, the Trustee shall pay such amount directly to the entity entitled thereto as named in the requisition described in Section 7.02(a) above.

SECTION 7.03. Retention and Inspection of Documents. The Qualified Obligation and all documents received by the Trustee as required in this Article as a condition of payment may be relied upon by and shall be retained in the possession of the Trustee, subject at all times during normal business hours to the inspection of the Bank and, after written request received by the Trustee at least five (5) Business Days prior to the date of inspection, by any Beneficial Owner of at least five percent (5%) in principal amount of Outstanding Bonds.

SECTION 7.04. Report. Within 60 days after the delivery of the Bonds, the Trustee shall file a written report with the Bank, if requested by the Bank, and the Municipality covering all receipts and all disbursements made pursuant to the provisions of this Article VII in respect of the net proceeds of the Bonds deposited in the Purchase Account. Said report shall be supplemented at least once every 60 days by the Trustee until all of the net proceeds of the Bonds deposited in the Purchase Account shall have been expended.

ARTICLE VIII
INVESTMENT OF MONEYS

SECTION 8.01. General Provisions.

(a) Any moneys held as part of any Fund or Account created under or pursuant to Article VI hereof including the Rebate Fund shall be invested or reinvested by the Trustee as continuously as reasonably possible in such Investment Securities as may be directed in writing by the Bank. All such investments shall at all times be a part of the Fund or Account in which the moneys used to acquire such investments had been deposited and, except as provided in Article VI, all income and profits on such investments, other than from moneys on deposit in the Rebate Fund or any Account created thereunder, shall be deposited as received in the General Account. The Trustee may make any and all such investments through its bond department or through the bond department of any financial institution that is an affiliate of the Trustee and may trade with itself or any of its affiliates in doing so. Moneys in separate Funds and Accounts may not be commingled for the purpose of investment or deposit. Any investment losses shall be charged to the Fund or Account in which moneys used to purchase such investment had been deposited. For so long as the Trustee is in compliance with the provisions of this Section 8.01, the Trustee shall not be liable for any investment losses. Moneys in any Fund or Account shall be invested in Investment Securities with a maturity date or a redemption date that shall coincide as nearly as practicable with times at which moneys in such Funds or Accounts will be required for the purposes thereof. The Trustee shall sell and reduce to cash a sufficient amount of such investments in the respective Fund or Account whenever the cash balance therein is insufficient to pay the amounts contemplated to be paid therefrom at the time those amounts are to be paid. All investment income from the assets held in any Fund or Account, except for the Rebate Fund and any Accounts created thereunder, will be added to the General Account.

(b) The Bank (i) certifies to the owners of the Bonds from time to time Outstanding that moneys on deposit in any Fund or Account in connection with the Bonds, whether or not such moneys were derived from the proceeds of the sale of the Bonds or from any other sources, are not intended to be used in a manner which will cause the interest on the Bonds to lose the exclusion from gross income for federal income tax purposes and (ii) covenants with the owners of the Bonds from time to time Outstanding that, so long as any of the Bonds remain Outstanding, moneys on deposit in any Fund or Account established in connection with the Bonds, whether or not such moneys were derived from the proceeds of the sale of the Bonds or from any other source, will not be used in any manner which will cause the interest on the Bonds to become subject to federal income taxation.

SECTION 8.02. Valuation of Investments. For the purpose of determining the amount in any Fund or Account, all Investment Securities credited to such Fund or Account shall be valued at the lesser of (a) the average of the bid and asked prices most recently published prior to the date of determination for those Investment Securities, the bid and asked prices of which are published on a regular basis in *The Wall Street Journal*, or, if not there, in *The New York Times*; or (b) the average bid price as of the date of determination by any two nationally recognized government securities dealers selected by the Trustee for those Investment Securities the bid and asked prices of which are not published on a regular basis as set forth in subsection (a) above; or (c) par value (plus, prior to the first payment of interest following purchase, the amount of any accrued interest paid as part of the purchase price) for Investment Securities which are certificates of deposit and bankers acceptances; or (d) for all other Investment Securities the lesser of cost or market value (exclusive of accrued interest paid as part of the purchase price after the first payment of interest following purchase); provided, however, that any repurchase agreements shall be valued, respectively, at the unpaid repurchase price or principal balance collectible pursuant thereto.

SECTION 8.03. Arbitrage Restrictions; Bonds to Remain Tax Exempt.

(a) The Bank shall provide the Trustee with the Arbitrage Rebate Agreement which shall govern the investment of the Funds and Accounts and the application of Section 6.09 hereof.

(b) Without limiting subsection (b) of Section 8.01 hereof, the Bank further covenants and agrees that it will not take any action or fail to take any action with respect to the investment of the proceeds of the Bonds, or with respect to the investment or application of any payments under the Qualified Obligation or any other agreement or instrument entered into in connection therewith or with the issuance of the Bonds, including but not limited to the obligation, if any, to rebate certain funds to the United States of America, which would result in constituting the Bonds arbitrage bonds within the meaning of such term as used in Section 148 of the Code. The Bank further agrees that it will not act in any other manner that would adversely affect the exclusion from gross income tax for federal income tax purposes of the interest on the Bonds.

ARTICLE IX
DISCHARGE OF INDENTURE

SECTION 9.01. Discharge of Indenture. Except as provided in this Article IX, if payment or provision for payment is made to the Trustee of the principal of, premium, if any, and interest due and to become due on the Bonds at the times and in the manner stipulated therein, and there is paid or caused to be paid to the Trustee all sums of money due and to become due according to the provisions hereof, and all other amounts due hereunder have been paid in full, then these presents and the Trust Estate and rights hereby granted shall cease, terminate and be void, whereupon the Trustee shall cancel and discharge the lien of this Indenture, and execute and deliver to the Bank such instruments in writing as shall be requisite to cancel and discharge the lien hereof, and release, assign and deliver unto the Bank any and all estate, right, title and interest in and to any and all rights assigned or pledged to the Trustee hereby or otherwise subject to the lien of this Indenture, except moneys or securities held by the Trustee for the payment of the principal of, premium, if any, and interest on the Bonds.

Any Bond shall be deemed to be paid within the meaning of this Indenture when (a) payment of the principal of (and premium, if any, on) such Bond and interest thereon to the due date thereof (whether such due date be by reason of maturity or upon redemption as provided herein or otherwise), either (i) shall have been made or caused to have been made in accordance with the terms thereof, or (ii) shall have been provided for by irrevocably depositing with the Trustee or other financial institution (which must meet the requirements of Section 11.07 hereof) which provides services as escrow agent for the Bank (for purposes of this Article, an "Escrow Agent"), in trust and exclusively for such payment, (A) moneys sufficient to make such payment or (B) Governmental Obligations maturing as to principal and interest in such amounts and at such times, without consideration of any reinvestment thereof, as will insure the availability of sufficient moneys to make such payment, or (C) a combination of such moneys and Governmental Obligations, and (b) all necessary and proper fees and expenses of the Trustee pertaining to the Bonds, including the amount, if any, required to be rebated to the United States of America in accordance with the Arbitrage Rebate Agreement and Section 6.09 hereof, with respect to which such deposit is made shall have been paid or deposited with the Trustee.

Notwithstanding the foregoing, in the case of Bonds which by their terms may be redeemed prior to their stated maturity, no deposit under the immediately preceding paragraph shall be deemed a payment of such Bonds as aforesaid until the Bank shall have given the Trustee, in form satisfactory to the Trustee, irrevocable instructions:

(x) stating the date when the principal of each such Bond is to be paid, whether at maturity or on a redemption date (which shall be any redemption date permitted by this Indenture);

(y) to timely call for redemption pursuant to this Indenture any Bond to be redeemed prior to maturity pursuant to (x) of this paragraph; and

(z) to timely mail, in the manner prescribed by Article IV hereof, a notice to the owners of such Bonds satisfying the requirements thereof.

Any moneys so deposited with the Trustee or the Escrow Agent as provided in this Article may at the direction of the Bank also be invested and reinvested in Governmental Obligations, maturing in the amounts and times as hereinbefore set forth, and all income from all Governmental Obligations in the possession of the Trustee pursuant to this Article which is not required for the payment of the Bonds and interest thereon with respect to which such moneys shall have been so deposited, shall be deposited in the General Account, as and when and collected for use and application as are other moneys deposited in such General Account.

Notwithstanding any provision of any other Article of this Indenture which may be contrary to the provisions of this Article, all moneys or Governmental Obligations set aside and held in trust pursuant to the provisions of this Article for the payment of Bonds (including interest thereon but excluding any amounts, if any, set aside for rebate to the United States of America in accordance with the Arbitrage Rebate Agreement and Section 6.09 hereof) shall be applied to and used solely for the payment of the particular Bonds (including interest thereon) with respect to which such moneys or obligations have been so set aside in trust.

Upon the deposit with the Trustee or Escrow Agent, in trust, at or before maturity, of money or Governmental Obligations in the necessary amount to pay or redeem all Outstanding Bonds as aforesaid (whether upon or prior to their maturity or the redemption date of such Bonds), provided that if such Bonds are to be redeemed prior to the maturity thereof, notice of such redemption shall have been given as herein provided, or provisions satisfactory to the Trustee shall have been made for the giving of such notice, and compliance with the other payment requirements hereof, this Indenture may be discharged in accordance with the provisions hereof but the limited liability of the Bank in respect of such Bonds shall continue provided that the owners thereof shall thereafter be entitled to payment only out of the moneys or Governmental Obligations deposited with the Trustee or Escrow Agent as aforesaid.

ARTICLE X
DEFAULT PROVISIONS AND REMEDIES
OF TRUSTEE AND BONDHOLDERS

SECTION 10.01. Defaults; Events of Default. If any of the following events occurs, it is hereby defined as and declared to be and to constitute an "Event of Default":

(a) Default in the due and punctual payment of any interest on any Bond; or

(b) Default in the due and punctual payment of the principal of any Bond whether at the stated maturity thereof or on any date fixed for redemption; or

(c) Failure of the Bank to remit to the Trustee within the time limits prescribed herein any moneys which are required by this Indenture to be so remitted; or

(d) Default in the performance or observance of any other of the covenants, agreements or conditions on the part of the Bank contained in this Indenture or in the Bonds and failure to remedy the same within the time provided in, and after notice thereof pursuant to, Section 10.10 hereof; or

(e) Any warranty, representation or other statement by or on behalf of the Bank contained in this Indenture or in any instrument furnished in compliance with or in reference to this Indenture is false or misleading, when made, in any material respect, and failure to remedy the same within the time provided in, and after notice thereof pursuant to, Section 10.10 hereof; or

(f) A petition is filed against the Bank under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction whether now or hereafter in effect and is not dismissed within 60 days after such filing; or

(g) The Bank files a petition in voluntary bankruptcy or seeking relief under any provisions of any bankruptcy, reorganization, arrangement, insolvency, adjustment of debt, dissolution or liquidation law of any jurisdiction whether now or hereafter in effect, or consents to the filing of any petition against it under such law; or

(h) The Bank is generally not paying its debts as such debts become due, or becomes insolvent or bankrupt, or makes an assignment for the benefit of creditors, or a liquidator or trustee of the Bank or any of its property is appointed by court order or takes possession of such property and such order remains in effect or such possession continues for more than 60 days; or

(i) Default in the due and punctual payment of any interest or principal on the Qualified Obligation; or

(j) There is a default under the Qualified Obligation and/or the Municipality Bond Resolution.

SECTION 10.02. Remedies; Rights of Bondholders. Upon the occurrence of an Event of Default, the Trustee shall in its discretion, except for Events of Default under Section 10.01(a), (b), (i) and (j), notify the owners of all Bonds then Outstanding of such Event of Default by registered or certified mail, and will have the following rights and remedies:

(a) The Trustee may pursue any available remedy at law or in equity or by statute to enforce the payment of the principal of and interest on the Bonds then Outstanding, including enforcement of any rights of the Bank or the Trustee under the Qualified Obligation, including, but not limited to, acceleration thereof.

(b) The Trustee may by action or suit in equity require the Bank to account as if it were the trustee of an express trust for the holders of the Bonds and may take such action with respect to the Qualified Obligation as the Trustee deems necessary or appropriate and in the best interest of the Bondholders, subject to the terms of the Qualified Obligation.

(c) Upon the filing of a suit or other commencement of judicial proceedings to enforce any rights of the Trustee and of the Bondholders under this Indenture, the Trustee will be entitled, as a matter of right, to the appointment of a receiver or receivers of the Trust Estate and of the Revenues, issues, earnings, income, products and profits thereof, pending such proceedings, with such powers as the court making such appointment shall confer.

(d) The Trustee may declare the principal of and accrued interest on all Bonds to be due and payable immediately in accordance with this Indenture and the Act, by notice to the Bank and the Municipality.

Upon the occurrence of an Event of Default, (a) if requested so to do by the holders of twenty-five percent (25%) or more in aggregate principal amount of all Bonds then Outstanding, and (b) if secured and/or indemnified as provided in Section 11.01(k) hereof, the Trustee shall be obligated to exercise such one or more of the rights, remedies and powers conferred by this Section as the Trustee, being advised by Counsel, shall deem most expedient in the interests of the Bondholders.

No right or remedy by the terms of this Indenture conferred upon or reserved to the Trustee (or to the Bondholders) is intended to be exclusive of any other right or remedy, but each and every such right or remedy shall be cumulative and shall be in addition to any other right or remedy given to Trustee or to the Bondholders hereunder or now or hereafter existing at law or in equity or by statute. The assertion or employment of any right or remedy shall not prevent the concurrent or subsequent assertion or employment of any other right or remedy.

No delay or omission to exercise any right or remedy accruing upon any Event of Default shall impair any such right or remedy or shall be construed to be a waiver of any such Event of Default or acquiescence therein, and every such right or remedy may be exercised from time to time and as often as may be deemed expedient.

No waiver of any Event of Default hereunder, whether by the Trustee or by the Bondholders, shall extend to or shall affect any subsequent Event of Default or shall impair any rights or remedies consequent thereon.

SECTION 10.03. Rights of Bondholders to Direct Proceedings. Anything in this Indenture to the contrary notwithstanding, the Beneficial Owners of a majority in aggregate principal amount of Bonds then Outstanding shall have the right, at any time during the continuance of an Event of Default, by an instrument or instruments in writing executed and delivered to the Trustee, to direct the time, method and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions of this Indenture, or for the appointment of a receiver or any other proceedings hereunder; provided that such direction shall not be otherwise than in accordance with the provisions of law and of this Indenture including Section 11.01(k) hereof.

SECTION 10.04. Appointment of Receivers. Upon the occurrence of an Event of Default, and upon the filing of a suit or other commencement of judicial proceedings to enforce any rights of the Trustee and of the Bondholders under this Indenture, the Trustee shall be entitled, as a matter of right, to the appointment of a receiver or receivers of the Trust Estate and of the Revenues, issues, earnings, income, products and profits thereof, pending such proceedings with such powers as the court making such appointment shall confer.

SECTION 10.05. Application of Moneys. All moneys received by the Trustee pursuant to any right or remedy given or action taken under the provisions of this Article (including moneys received by virtue of action taken under provisions of the Qualified Obligation) shall, after payment of the costs and expenses of the proceedings resulting in the collection of such moneys and of the expenses, liabilities and advances incurred or made by the Trustee and any other moneys owed to the Trustee hereunder, be deposited in the General Account and all moneys in such Accounts shall be applied as follows:

(a) Unless the principal of all the Bonds shall have become due and payable, all such moneys shall be applied:

FIRST - To the payment to the persons entitled thereto of all installments of interest then due on the Bonds, including interest on any past due principal of any Bond at the rate borne by such Bond, in the order of the maturity of the installments of such interest and, if the amount available shall not be sufficient to pay in full any particular installment, then to such payment ratably, according to the amounts due on such installments, to the persons entitled thereto, without any discrimination or privilege;

SECOND - To the payment to the persons entitled thereto of the unpaid principal of any of the Bonds which shall have become due either at maturity or pursuant to a call for redemption (other than Bonds called for redemption for the payment of which other moneys are held pursuant to the provisions of this Indenture), in the order of their due dates, and, if the amount available shall not be sufficient to pay in full the principal of Bonds due on any particular date, together with such interest, then to such payment ratably, according to the amount of principal due on such date, to the persons entitled thereto without any discrimination or privilege; and

THIRD - To be held for the payment to the persons entitled thereto as the same shall become due of the principal of and interest on the Bonds which may then become due either at maturity or upon call for redemption prior to maturity, and, if the amount available shall not be sufficient to pay in full the principal of and interest on Bonds due on any particular date, such payment shall be made ratably according to the amount of principal and interest due on such date to the persons entitled thereto without any discrimination or privilege.

(b) If the principal of all the Bonds shall have become due or shall have been declared due and payable, all such moneys shall be applied to the payment of the principal and interest then due and unpaid upon the Bonds, without preference or priority of principal over interest or of interest over principal, or of any installment of interest over any other installment of interest, or of any Bond over any other Bond, ratably, according to the amounts due respectively for principal and interest, to the persons entitled thereto without any discrimination or privilege.

Whenever moneys are to be applied pursuant to the provisions of this Section, such moneys shall be applied at such times, and from time to time, as the Trustee shall determine, having due regard for the amount of such moneys available for application and the likelihood of additional moneys becoming available for such application in the future. Whenever the Trustee shall apply such funds, it shall fix the date (which shall be an Interest Payment Date unless the Trustee shall deem another date more suitable) upon which such application is to be made and upon such date interest on the amounts of principal to be paid on such dates shall cease to accrue. The Trustee shall give such notice as it may deem appropriate of the deposit with it of any such moneys and of the fixing of any such date, and shall not be required to make payment of principal to the owner of any Bond until such Bond shall be presented to the Trustee for appropriate endorsement or for cancellation if fully paid.

Whenever all principal of and interest on all Bonds have been paid under the provisions of this Section and all expenses and charges of the Trustee have been paid and all other amounts due hereunder have been paid in full, any balance remaining in the General Account shall be paid as provided in Article VI hereof.

SECTION 10.06. Remedies Vested in the Trustee. All rights of action (including the right to file proof of claims) under this Indenture or under any of the Bonds may be enforced by the Trustee without the possession of any of the Bonds or the production thereof in any trial or other proceeding related thereto and any such suit or proceeding instituted by the Trustee shall be brought in its name as Trustee without the necessity of joining as plaintiffs or defendants any owners of the Bonds, and any recovery of judgment shall be for the equal and ratable benefit of the owners of all the Outstanding Bonds.

SECTION 10.07. Rights and Remedies of Bondholders. No owner of any Bond shall have any right to institute any suit, action or proceeding at law or in equity for the enforcement of this Indenture or for the execution of any trust hereof or for the appointment of a receiver or any other remedy hereunder, unless (a) a Default has occurred, (b) such Default shall have become an Event of Default and the Beneficial Owners of not less than twenty-five percent (25%) in aggregate principal amount of Bonds then Outstanding shall have made written request to the Trustee and shall have offered it reasonable opportunity either to proceed to exercise the remedies hereinbefore granted or to institute such action, suit or proceeding in its own name, (c) such Beneficial Owners of Bonds have offered to the Trustee security and/or indemnity as provided in Section 11.01(k) hereof, and (d) the Trustee has refused or for 60 days after receipt of such request and offer of security and/or indemnification has failed to exercise the remedies hereinbefore granted or to institute such action, suit or proceeding in its own name, and such request and offer of security and/or indemnity are hereby declared in every case at the option of Trustee to be conditions precedent to the execution of the powers and trusts of this Indenture, and to any action or cause of action for the enforcement of this Indenture, or for the appointment of a receiver or for any other remedy hereunder; it being understood and intended that no one or more owners of the Bonds shall have any right in any manner whatsoever to affect, disturb or prejudice the lien of this Indenture by its, his, her or their action or to enforce any right hereunder except in the manner herein provided, and that all proceedings at law or in equity shall be instituted, had and maintained in the manner herein provided and for the equal and ratable benefit of the owners of all Bonds then Outstanding. However, nothing contained in this Indenture shall affect or impair the right of any Bondholder to enforce the payment of the principal of, premium, if any, and interest on any Bond at and after the maturity thereof, or the limited obligation of the Bank to pay the principal of, premium, if any, and interest on each of the Bonds issued hereunder to the respective owners thereof at the time and place, from the source and in the manner expressed in the Bonds.

SECTION 10.08. Termination of Proceedings. In case the Trustee or any owner of any Bonds shall have proceeded to enforce any right under this Indenture by the appointment of a receiver or otherwise, and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely, then and in every such case the Bank, the Trustee and the Bondholders shall be restored their former positions and rights hereunder, respectively, and with regard to the property herein subject to this Indenture, and all rights, remedies and powers of the Trustee and the owners of Bonds shall continue as if no such proceedings had been taken.

SECTION 10.09. Waivers of Events of Default. The Trustee may at its discretion waive any Event of Default hereunder and its consequences, and shall do so upon the written request of the Beneficial Owners of (a) more than sixty-six and two-thirds percent (66 2/3%) in aggregate principal amount of all the Bonds then Outstanding in respect of which an Event of Default in the payment of principal or interest exists, or (b) more than fifty percent (50%) in aggregate principal amount of all Bonds then Outstanding in the case of any other Event of Default; provided, however, that there shall not be waived (x) any Event of Default in the payment of the principal of any Outstanding Bond at the date of maturity specified therein or (y) any Event of Default in the payment when due of the interest on any Outstanding Bond unless prior to such waiver all of the interest or all payments of principal when due, as the case may be, with interest on overdue principal at the rate borne by such Bond, and all expenses of the Trustee in connection with such Event of Default shall have been paid or provided for or (z) any Event of Default for nonpayment of Program Expenses. In case of any such waiver or rescission, or in case any proceeding taken by the Trustee on account of any such Event of Default shall have been discontinued or abandoned or determined adversely, then and in every such case the Bank, the Trustee and the Bondholders shall be restored to their former positions and rights hereunder, respectively, but no such waiver or recession shall extend to any subsequent or other Event of Default or impair any rights consequent thereon.

SECTION 10.10. Notice of Defaults under Section 10.01(d) or (e); Opportunity of the Bank to Cure Such Defaults. Anything herein to the contrary notwithstanding, no Default under Section 10.01(d) or (e) hereof shall constitute an Event of Default until actual notice of such Default by registered or certified mail shall be given to the Bank by the Trustee or the Beneficial Owners of not less than twenty-five percent (25%) in aggregate principal amount of all Bonds then Outstanding and the Bank shall have had 60 days after receipt of such notice to correct the Default or cause the Default to be corrected, and shall not have corrected the Default or caused the Default to be corrected within the applicable period; provided, however, if the Default be such that it is correctable but cannot be corrected within the applicable period, it shall not constitute an Event of Default if corrective action is instituted by the Bank within the applicable period and diligently pursued until the Default is corrected. If a Default is cured under this Section 10.10, then it will not constitute an Event of Default.

With regard to any alleged Default concerning which notice is given to the Bank under the provisions of this Section, the Bank hereby grants to the Trustee full authority for the account of the Bank to perform any covenant or obligation, the failure of performance which is alleged in said notice to constitute an Event of Default, in the name and stead of the Bank with full power to do any and all things and acts to the same extent that the Bank could do and perform any such things and acts and with power of substitution.

ARTICLE XI
TRUSTEE

SECTION 11.01. Acceptance of the Trusts. The Trustee hereby accepts the trusts and duties imposed upon it by this Indenture, and agrees to perform said trusts and duties with the same degree of care and skill in their exercise, as a prudent corporate trustee would exercise or use under the circumstances in the conduct of its own affairs, but only upon and subject to the following express terms and conditions:

(a) The Trustee, prior to the occurrence of an Event of Default and after the curing of all Events of Default which may have occurred, undertakes to perform such duties and only such duties as are specifically set forth in this Indenture. In case an Event of Default has occurred (which has not been cured or waived), the Trustee shall exercise the rights and powers vested in it by this Indenture in accordance with the standard specified above.

(b) The Trustee may execute any of the trusts or powers hereof and perform any of its duties by or through attorneys, agents, receivers or employees but shall not be answerable for the conduct of the same if appointed in accordance with the standard specified above, and shall be entitled to advice of Counsel concerning all matters of trusts hereof and the duties hereunder, and may in all cases pay such reasonable compensation to all such attorneys, agents, receivers and employees as may reasonably be employed in connection with the trusts hereof. The Trustee may act upon the opinion or advice of any attorney or firm of attorneys (who may be the attorney or firm of attorneys for the Bank), approved by the Trustee in the exercise of reasonable care. The Trustee shall not be responsible for any loss or damage resulting from any action or non-action in good faith in reliance upon such opinion or advice.

(c) The Trustee shall not be responsible for any recital herein or in the Bonds, other than the Certificate of Authentication required by Section 3.04 hereof, or for the validity of the execution by the Bank of this Indenture or of any supplements hereto or instruments of further assurance, or for the sufficiency of the security for the Bonds issued hereunder or intended to be secured hereby.

(d) The Trustee shall not be accountable for the use of any Bonds authenticated or delivered hereunder. The Trustee may become the owner of Bonds secured hereby with the same rights which it would have if not the Trustee and Bonds owned by the Trustee shall be deemed Outstanding unless canceled pursuant to the provisions hereof.

(e) The Trustee shall be protected in acting upon any notice, request, consent, certificate, order, affidavit, letter, telegram or other paper or document reasonably believed to be genuine and correct and to have been signed or sent by the proper person or persons. The Trustee shall not withhold unreasonably its consent, approval or action to any reasonable request of the

Bank. Any action taken by the Trustee pursuant to this Indenture upon the request of the Bank or consent of any person who at the time of making such request or giving such consent is the owner of any Bond, shall be conclusive and binding upon all future owners of the same Bond and upon Bonds issued in exchange therefor or in place thereof.

(f) As to the existence or nonexistence of any fact or as to the sufficiency or validity of any instrument, paper or proceeding, the Trustee shall be entitled in good faith to rely upon a certificate signed by an Authorized Officer of the Bank as sufficient evidence of the facts therein contained and prior to the occurrence of an Event of Default of which the Trustee has become aware shall also be at liberty to accept a similar certificate to the effect that any particular dealing, transaction or action is necessary or expedient but may at its discretion secure such further evidence deemed necessary or advisable, but shall in no case be bound to secure the same. The Trustee may accept a certificate of an Authorized Officer of the Bank under its seal to the effect that a resolution in the form therein set forth has been adopted by the Bank as conclusive evidence that such resolution has been duly adopted and is in full force and effect.

(g) The permissive right of the Trustee to do things enumerated in this Indenture shall not be construed as a duty and it shall not be answerable for such other than for its gross negligence or willful default.

(h) At any and all reasonable times the Trustee and its duly authorized agents, attorneys, experts, engineers, accountants and representatives shall have the right to inspect any and all of the books, papers and records of the Bank pertaining to the Revenues and receipts pledged to the payment of the Bonds, and to take such memoranda from and in regard thereto as may be desired.

(i) The Trustee shall not be required to give any bond or surety in respect of the execution of the said trusts and powers or otherwise in respect of the premises.

(j) Notwithstanding anything elsewhere in this Indenture contained, the Trustee shall have the right, but shall not be required, to demand, in respect of the authentication of any Bonds, the withdrawal of any cash, or any action whatsoever within the purview of this Indenture, any showings, certificates, opinions, appraisals or other information, or corporate action or evidence thereof, in addition to that by the terms hereof required as a condition of such action, deemed desirable by the Trustee for the purpose of establishing the right of the Bank to the authentication of any Bond, the withdrawal of any cash or the taking of any other action by the Trustee.

(k) Before taking any action referred to in Section 10.02, 10.03 or 10.07 hereof, the Trustee may require that a satisfactory indemnity bond and/or other security be furnished for the reimbursement of all expenses to which it may be put and to protect it against all liability, except liability which is adjudicated to have resulted from its gross negligence or willful default.

(l) All moneys received by the Trustee shall, until used, applied or invested as herein provided, be held in trust for the purposes for which they were received but need not be segregated from other funds except to the extent required by law. The Trustee shall not be under any liability for interest on any moneys received hereunder except such as may be agreed upon in writing.

(m) The Trustee for all purposes of this Indenture shall be deemed to be aware of any Event of Default in the payment of principal, premium, if any, or interest on any of the Bonds.

SECTION 11.02. Fees, Charges and Expenses of the Trustee. The Trustee shall be entitled to prompt payment and reimbursement upon demand for reasonable fees for its services rendered hereunder and all advances, counsel fees and other expenses reasonably and necessarily made or incurred by the Trustee in connection with such services. The Trustee shall be entitled to payment and reimbursement for the reasonable fees and charges of the Trustee as paying agent and registrar for the Bonds but only as provided hereinabove. Upon any Event of Default, but only upon an Event of Default, the Trustee shall have a first lien with right of payment prior to payment on account of principal of or interest on any Bond upon the Trust Estate for the foregoing fees, charges and expenses incurred by it, respectively.

SECTION 11.03. Intervention by the Trustee. In any judicial proceeding to which the Bank is a party and which in the opinion of the Trustee and its Counsel has a substantial bearing on the interests of the owners of the Bonds, the Trustee may intervene on behalf of the Bondholders, and shall do so if requested in writing by the Beneficial Owners of at least twenty-five percent (25%) of the aggregate principal amount of Bonds then Outstanding upon receiving security and/or indemnification satisfactory to the Trustee.

SECTION 11.04. Successor Trustee. Any corporation or association into which the Trustee may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer its trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer to which it is a party ("Reorganization"), ipso facto shall be and become successor Trustee hereunder, if legally qualified to serve as such, and vested with all of the title to the Trust Estate and all the trusts, powers, discretions, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any instrument or any further act, deed or conveyance on the part of any of the parties hereto, anything herein to the contrary notwithstanding; provided that within 30 days of the effective date of such Reorganization, the Bank may object to such corporation or association becoming successor Trustee by filing written notice of such objection with the Trustee and by mailing such notice to each Bondholder whereupon a successor or temporary Trustee shall be appointed in accordance with Section 11.07 hereof.

SECTION 11.05. Resignation by the Trustee. The Trustee and any successor Trustee may at any time resign from the trusts hereby by giving 30 days' written notice by registered or certified mail to the Bank, the Municipality and the owner of each Bond as shown by the list of Bondholders required by this Indenture to be kept at the office of the Trustee, and such resignation shall only take effect upon the appointment of a successor Trustee in accordance with Section 11.07 and acceptance of such appointment by the successor Trustee. Notwithstanding any other provision of this Indenture, no removal, resignation or termination of the Trustee shall take effect until a successor shall be appointed.

SECTION 11.06. Removal of the Trustee. The Trustee may be removed at any time with or without cause by an instrument or concurrent instruments in writing delivered to the Trustee and to the Bank and signed by the (a) the Municipality, or (b) the Beneficial Owners of a majority in aggregate principal amount of all Bonds then Outstanding or their attorneys-in-fact duly authorized. Notice of the removal of the Trustee shall be given in the same manner as provided in Section 11.05 hereof with respect to the resignation of the Trustee. So long as no Event of Default or an event which, with the passage of time would become an Event of Default, shall have occurred and be continuing, the Trustee may be removed at any time for cause by resolution or other official written action taken by the Bank and the Municipality with such written action to be filed with the Trustee.

SECTION 11.07. Appointment of Successor Trustee by the Bondholders; Temporary Trustee. In case the Trustee shall resign or be removed, or be dissolved, or shall be in course of dissolution or liquidation, or otherwise become incapable of acting hereunder, or in case it shall be taken under the control of any public officer or officers, or of a receiver appointed by a court, a successor may be appointed by the owners of a majority in aggregate principal amount of all Bonds then Outstanding, by an instrument or concurrent instruments in writing signed by such owners, or by their attorneys-in-fact duly authorized, a copy of which shall be delivered personally or sent by registered mail to the Bank and the Municipality. Nevertheless, in case of such vacancy, the Bank by resolution may appoint a temporary Trustee to fill such vacancy. Within ninety (90) days of such appointment, the Bondholders may appoint a successor Trustee; any such successor Trustee so appointed by the Bank shall become the successor Trustee if no appointment is made by the Bondholders within such period, but in the event an appointment is made by the Bondholders, the temporary Trustee shall immediately and without further act be superseded by any Trustee so appointed by such Bondholders. Notice of the appointment of a successor Trustee shall be given in the same manner as provided by Section 11.05 hereof with respect to the resignation of a Trustee. Every such Trustee appointed pursuant to the provisions of this Section shall be a trust company or bank having its principal place of business in the United States of America duly authorized to exercise trust powers and having a reported capital and surplus of not less than $75,000,000, if there be such an institution willing, qualified and able to accept the trust upon reasonable or customary terms.

SECTION 11.08. Concerning Any Successor Trustee. Every successor Trustee appointed hereunder shall execute, acknowledge and deliver to its predecessor and also to the Bank and the Municipality an instrument in writing accepting such appointment hereunder, and thereupon such successor, without any further act, deed or conveyance, shall become fully vested with all the estates, properties, rights, powers, trusts, duties and obligations of its predecessors; but such predecessor shall, nevertheless, on the written request of the Bank or the Municipality, after the payment of all fees, charges and expenses which may be due and owing to such predecessor pursuant to the provisions of Section 11.02 hereof, execute and deliver an instrument transferring to such successor Trustee all the estates, properties, rights, powers and trusts of such predecessor hereunder; and every predecessor Trustee shall deliver all securities, moneys and other property or documents held by it as Trustee hereunder to its successor hereunder. Should any instrument in writing from the Bank be required by any successor Trustee for more fully and certainly vesting in such successor the estate, rights, powers and duties hereby vested or intended to be vested in the predecessor, any and all such instruments in writing shall, on request, be executed, acknowledged and delivered by the Bank. The resignation of any Trustee and the instrument or instruments removing any Trustee and appointing a successor hereunder, together with all other instruments provided for in this Article, shall be filed or recorded by the successor Trustee in each recording office where this Indenture shall have been filed or recorded.

SECTION 11.09. Indemnification. The Bank, will, to the fullest extent permitted by law, protect, indemnify and save the Trustee and its respective officers, board members, agents, and employees, harmless from and against all liabilities, losses, damages, costs, expenses (including attorneys' fees and expenses of the Trustee), taxes, causes of action, suits, claims, demands and judgments of any nature arising from:

(a) violation of any agreement, provision or condition of this Indenture, the Qualified Obligation, the Bonds or the Municipality Bond Resolution except a violation by the Trustee resulting from its gross negligence or willful misconduct;

(b) any statement or information relating to the expenditure of the proceeds of the Bonds contained in the "Tax Certificate" or similar document furnished by the Municipality to the Bank which, at the time made, is misleading, untrue or incorrect in any material respect; and

(c) any untrue statement or alleged untrue statement of a material fact contained in any offering material relating to the sale or remarketing of the Bonds (as from time to time amended or supplemented) or arising out of or based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary in order to make the statements therein not misleading, or failure to properly register or otherwise qualify the sale of the Bonds or failure to comply with any licensing or other law or regulation which would affect the manner whereby or to whom the Bonds could be sold.

Promptly after receipt by the Trustee of notice of the commencement of any action with respect to which security and/or indemnity may be sought against the Bank under this Section, the Trustee will notify the Bank in writing of the commencement thereof, and, subject to the provisions hereinafter stated, the Bank shall assume the defense of such action (including the employment of Counsel or such other person as the case may be, and the payment of expenses). Insofar as such action shall relate to any alleged liability with respect to which security and/or indemnity may be sought against the Bank, the Trustee shall have the right to employ separate Counsel in any such action and to participate in the defense thereof, but the fees and expenses of such Counsel shall not be at the expense of the Bank unless the employment of such Counsel has been specifically authorized by the Bank. The Bank shall not be liable to indemnify any person for any settlement of any such action effected without its consent.

The provisions of this Section 11.09 shall survive the payment and discharge of the Qualified Obligation and the Bonds.

SECTION 11.10. Successor Trustee as Trustee of Funds, Paying Agent and Registrar. In the event of a change in the office of Trustee, the predecessor Trustee which has resigned or been removed shall cease to be Trustee of the funds provided hereunder and registrar and paying agent for principal of, premium, if any, and interest on the Bonds, and the successor Trustee shall become such Trustee, registrar and paying agent.

ARTICLE XII
SUPPLEMENTAL INDENTURES

SECTION 12.01. Supplemental Indentures not Requiring Consent of Bondholders. The Bank and the Trustee may, without the consent of, or notice to, any of the Bondholders, enter into an indenture or indentures supplemental to this Indenture for any one or more of the following purposes:

(a) To cure any ambiguity or formal defect or omission in this Indenture;

(b) To grant to or confer upon the Trustee for the benefit of the Bondholders any additional benefits, rights, remedies, powers or authorities that may lawfully be granted to or conferred upon the Bondholders or the Trustee, or to make any change which, in the opinion of Bond Counsel, does not materially and adversely affect the interest of the owners of Outstanding Bonds and does not require unanimous consent of the Bondholders pursuant to Section 12.02 hereof;

(c) To subject to this Indenture additional Revenues, properties or collateral;

(d) To modify, amend or supplement this Indenture or any indenture supplemental hereto in such manner (1) to permit the qualification thereof under the Trust Indenture Act of 1939 or any similar federal statute hereafter in effect or, (2) to preserve the status of the interest on any Bond as exempt from inclusion in gross income of the holders thereof for federal income tax purposes or, (3) to permit the qualification of the Bonds for sale under the securities laws of the United States of America or of any of the states of the United States of America or, (4) to add to the Indenture or any indenture supplemental thereto such other terms, conditions and provisions as may be permitted by said Trust Indenture Act of 1939 or similar federal statute;

(e) To evidence the appointment of a separate or co-trustee or the succession of a new Trustee hereunder or the succession of a new registrar and/or paying agent; and

(f) In connection with the issuance of Refunding Bonds.

SECTION 12.02. Supplemental Indentures Requiring Consent of Bondholders. Exclusive of Supplemental Indentures provided for by Section 12.01 hereof and subject to the terms and provisions contained in this Section, and not otherwise, the owners of not less than a majority in aggregate principal amount of the Bonds then Outstanding which are affected (exclusive of Bonds held by the Bank), shall have the right, from time to time, anything contained in this Indenture to the contrary notwithstanding, to consent to and approve the execution by the Bank and the Trustee of such other indenture or indentures supplemental hereto as shall be deemed necessary and desirable by the Trustee for the purpose of modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this Indenture or in any Supplemental Indenture; provided, however, that nothing in this Section shall permit, or be construed as permitting, without the consent of the owners of all then Outstanding Bonds, (a) an extension of the maturity of the principal of or the interest or redemption date on any Bond issued hereunder, or (b) a reduction in the principal amount of any Bond or change in the rate of interest, or (c) a privilege or priority of any Bond or Bonds over any other Bond or Bonds, or (d) a reduction in the maximum aggregate principal amount of the Bonds required for consent to such Supplemental Indenture, or (e) the creation of any lien securing any Bonds other than a lien ratably securing all of the Bonds at any time Outstanding hereunder, or (f) any modification of the trusts, powers, rights, obligations, duties, remedies, immunities and privileges of the Trustee without the written consent of the Trustee.

If at any time the Bank shall request the Trustee to enter into any such Supplemental Indenture for any of the purposes set forth in this Section, the Trustee shall, upon being satisfactorily secured and/or indemnified with respect to expenses, cause notice of the proposed execution of such Supplemental Indenture to be mailed by registered or certified mail to each owner of a Bond at the address shown on the registration records maintained by the Trustee. Such notice shall briefly set forth the nature of the proposed Supplemental Indenture and shall state that copies thereof are on file at the Principal Office of the Trustee for inspection by all Bondholders. If, within 60 days, or such longer period as shall be prescribed by the Bank, following the mailing of such notice, the owners of not less than fifty-one percent (51%) in aggregate principal amount of the Bonds Outstanding at the time of the execution of any such Supplemental Indenture (exclusive of Bonds held by the Bank) shall have consented to and approved the execution of such Supplemental Indenture as provided in Section 13.01 hereof, no owner of any Bond shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Trustee or the Bank from executing the same or from taking any action pursuant to the provisions thereof. Upon the execution of any such Supplemental Indenture as in this Section permitted and provided, this Indenture shall be and be deemed to be modified and amended in accordance therewith.

ARTICLE XIII
MISCELLANEOUS

SECTION 13.01. Consents, etc. of Bondholders. Any consent, request, direction, approval, objection or other instrument required by this Indenture to be signed and executed by the Bondholders may be in any number or concurrent writings of similar tenor and may be signed or executed by such Bondholders in person or by agent appointed in writing. Proof of the execution of any such consent, request, direction, approval, objection or other instrument or of the writing appointing any such agent and of the ownership of Bonds, if made in the following manner, shall be sufficient for any of the purposes of this Indenture, and shall be conclusive in favor of the Trustee with regard to any action taken by it or them under such request or other instrument, namely:

(a) The fact and date of the execution by any person of any such writing may be proved (i) by the certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the person signing such writing acknowledged before him the execution thereof, or (ii) by an affidavit of any witness to such execution.

(b) The fact of ownership of Bonds and the amount or amounts, numbers and other identification of Bonds, and the date of holding the same shall be proved by the Bond Register maintained by the Trustee pursuant to Section 3.06 hereof.

SECTION 13.02. Limitation of Rights. With the exception of rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Indenture or the Bonds is intended or shall be construed to give to any person or company other than the parties hereto, and the owners of the Bonds, any legal or suitable right, remedy or claim under or in respect to this Indenture or any covenants, conditions and provisions herein contained; this Indenture and all of the covenants, conditions and provisions hereof being intended to be and being for the sole and exclusive benefit of the parties hereto and the owners of the Bonds as herein provided.

SECTION 13.03. Severability. If any provision of this Indenture shall be held or deemed to be or shall, in fact, be illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever.

SECTION 13.04. Notices. Any notice, request, complaint, demand, communication or other paper shall be sufficiently given when delivered or mailed by registered or certified mail, postage prepaid, or sent by telegram, addressed to the appropriate Notice Address. A duplicate copy of each notice required to be given hereunder by the Trustee or the Bank to the Municipality or the Underwriter shall also be given to the other. The Bank or the Trustee may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

SECTION 13.05. Trustee as Paying Agent and Registrar. The Trustee is hereby designated and agrees to act as paying agent and registrar for and in respect to the Bonds.

SECTION 13.06. Payments Due on Saturdays, Sundays and Holidays. In any case where the date of maturity of interest on or principal of or the dated fixed for redemption of the Bonds shall be in the Municipality of payment a Saturday, Sunday or a legal holiday or a day on which banking institutions are authorized by law to close, then payment of interest or principal may be made on the next Business Day with the same force and effect as if made on the date of maturity or the date fixed for redemption.

SECTION 13.07. Counterparts. This Indenture may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 13.08. Receipt of Money or Revenues by Trustee. The Trustee is an authorized agent of the Bank for purposes of receiving money and Revenues on behalf of the Bank. It is not the intent of this Section 13.08, or any other Section of this Indenture, to create a power of attorney relationship between the Bank and the Trustee.

SECTION 13.09. Applicable Provisions of Law. This Indenture shall be governed by and construed in accordance with the laws of the State.

IN WITNESS WHEREOF, the Bank has caused this Indenture to be executed on its behalf by its Executive Director and the seal of the Bank to be hereunto affixed and duly attested by its Secretary and the Trustee, to evidence its acceptance of the trusts created hereunder, has caused this Indenture to be executed in its name by its duly authorized officers, all as of the day and year first above written.

(seal)

Mississippi Development Bank

____

Executive Director

ATTEST:

____

Secretary

IN WITNESS WHEREOF, the Bank has caused this Indenture to be executed on its behalf by its Executive Director and the seal of the Bank to be hereunto affixed and duly attested by its Secretary and the Trustee, to evidence its acceptance of the trusts created hereunder, has caused this Indenture to be executed in its name by its duly authorized officers, all as of the day and year first above written.

__________, __________, __________, as Trustee

By: ______________________________

Name: ______________________________

Title: ______________________________

IN WITNESS WHEREOF, the Municipality has acknowledged this Indenture to be executed by the Bank and the Trustee, as of the day and year first above written.

City of Byram, Mississippi

____
Mayor

ATTEST:

____
City Clerk

(seal)

Exhibit A

Form of the Bonds

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

UNITED STATES OF AMERICA
STATE OF MISSISSIPPI

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

No. R- **$______**

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

Registered Owner: CEDE & CO.

Principal Amount: ____DOLLARS

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

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

This Bond is one of an authorized issue of bonds of the Bank known as Mississippi Development Bank Special Obligation Bonds, Series 2024 (City of Byram, Mississippi, Parks and Recreation General Obligation Bond Project) (the "Bonds") issued under and secured by an Indenture of Trust, dated as of __________, 20__ ("Indenture"), duly executed and delivered by the Bank to __________, __________, __________, as Trustee ("Trustee"). The Bonds are limited in aggregate principal amount to $9,500,000. The Bonds are issued pursuant to Sections 31-25-1 *et seq.*, Mississippi Code of 1972, as amended (the "Bank Act"), Senate Bill 2152, as approved by the Legislature of the State (the "Legislature") in its Regular Session 2023 and signed by the Governor of the State (the "Governor") on April 3, 2023 ("Local and Private Act"), and Sections 21-33-301 *et seq.*, Mississippi Code of 1972, as amended (the "Municipality Act" and together with the Bank Act and the Local and Private Act, the "Act"), to provide funds to purchase the Qualified Obligation and to pay the costs of issuing the Bonds and the Qualified Obligation. The Qualified Obligation is the General Obligation Bond, Series 2024 (City of Byram, Mississippi, Parks and Recreation General Obligation Bond Project), issued in the maximum aggregate principal amount of $9,500,000 (the "Qualified Obligation"). The Qualified Obligation is a general obligation of the Municipality secured and described in that certain resolution, adopted by the Mayor and Board of Aldermen of the Municipality on November 14, 2024, and December 12, 2024 (together, the "Municipality Bond Resolution"). The proceeds received by the Municipality from the sale of the Qualified Obligation to the Bank will be used by the Municipality for the purpose of providing funding to promote, construct, finance, operate, equip, lease, and maintain new and existing parks and recreation facilities and equipment in the Municipality.

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

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

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

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

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

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

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

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

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

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

$______
Bonds Maturing _______ 1, 20__

Year	Principal Amount

*Final Maturity

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

In the event any of the Bonds are called for optional redemption as aforesaid, notice thereof identifying the Bonds to be redeemed will be given by mailing a copy of the redemption notice (which may be a conditional notice of redemption) by registered or certified mail not less than 30 days prior to the date fixed for redemption to the Registered Owner of the Bonds to be redeemed at the address shown on the Bond Register. Failure to give such notice by mailing, or any defect therein with respect to any Bond, shall not affect the validity of any proceedings for the redemption of other Bonds.

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

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

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

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

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

(seal)

MISSISSIPPI DEVELOPMENT BANK

By ________________________________
Executive Director

ATTEST:

By ____________________________
Secretary

CERTIFICATE OF AUTHENTICATION

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

____
__________, __________, **as Trustee**

By ________________________________
Authorized Signatory

Date of Authentication: __________, 20__

VALIDATION CERTIFICATE

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

(seal)

____
Secretary

ASSIGNMENT

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

____

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

____

(please print or typewrite name and address of assignee)

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

Dated: ___________________________

Signature Guaranteed:

____

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

____

NOTE: Signature(s) must be guaranteed by a member of a nationally recognized Medallion Signature Guaranty Program acceptable to the Trustee.

By___________________________________

Authorized Officer

Exhibit B

Provisions for Municipal Bond Insurance Policy

Exhibit C

Form of the Qualified Obligation Purchase Agreement

QUALIFIED OBLIGATION PURCHASE AGREEMENT

This **QUALIFIED OBLIGATION PURCHASE AGREEMENT** (this "Agreement") is dated __________, 20__, by and between the **MISSISSIPPI DEVELOPMENT BANK**, a public body corporate and politic (the "Bank"), created pursuant to the provisions of Sections 31-25-1 *et seq.*, Mississippi Code of 1972, as amended (hereinafter referred to as the "Bank Act"), having its principal place of business in the City of Jackson, Mississippi, and the **CITY OF BYRAM, MISSISSIPPI** (the "Municipality"), a "local governmental unit" within the meaning of the Bank Act.

WITNESSETH:

WHEREAS, pursuant to the Bank Act, the Bank is authorized to, among other things, issue bonds of the Bank for the purpose of purchasing securities of "local governmental units" (as defined in the Bank Act) and the making of loans to "local governmental units" to accomplish a public purpose as set forth under the Bank Act (the "Program"); and

WHEREAS, pursuant to the Bank Act, Sections 21-33-301 *et seq.,* Mississippi Code of 1972, as amended (the "Municipal Improvements Act"), Senate Bill 2152, as approved by the Legislature of the State (the "Legislature") in its Regular Session 2023 and signed by the Governor of the State (the "Governor") on April 3, 2023 (together, the "Local and Private Act") (together, the "Act"), and resolutions adopted on November 14, 2024, and December 12, 2024 (together, the "Municipality Bond Resolution"), by the Mayor and Board of Aldermen (the "Governing Body") of the Municipality, the Municipality has duly authorized the issuance of its General Obligation Bond, Series 20__ (Byram, Mississippi, Parks and Recreation General Obligation Bond Project), in the form of one fully registered bond, in the principal amount of $9,500,000 (the "Qualified Obligation"); and

WHEREAS, the Qualified Obligation is expected to be purchased by the Bank in accordance with the terms and conditions of this Agreement; and

WHEREAS, the Board of Directors (the "Board") of the Bank has adopted a resolution on December 11, 2024 (the "Bank Bonds Resolution"), approving an Indenture of Trust (the "Indenture"), dated __________, 20__, by and between the Bank and __________, __________, __________, as trustee (the "Trustee"), authorizing the issuance of its Mississippi Development Bank Special Obligation Bonds, Series 20__ (Byram, Mississippi, Parks and Recreation General Obligation Bond Project) (the "Bank Bonds"), a portion of the proceeds of which will be used to purchase the Qualified Obligation. The Municipality will utilize the proceeds of the sale of its Qualified Obligation to the Bank for the purpose of providing funds: (a) to promote, construct, finance, operate, equip, lease, and maintain existing and new parks and recreation facilities and equipment within the Municipality and to pay the principal of and interest on bonds issued pursuant to the Local and Private Act (the "Special Sales Tax Authorized Purpose"); (b) for the purpose of erecting municipal buildings, auditoriums, community centers, gymnasiums and athletic stadiums, preparing and equipping athletic fields, and purchasing buildings or land therefor, and for repairing, improving, adorning and equipping the same; erecting or purchasing waterworks, gas, electric and other public utility plants or distribution systems or franchises, and repairing, improving and extending the same; establishing sanitary, storm, drainage or sewerage systems, and repairing, improving and extending the same; protecting the municipality, its streets and sidewalks from overflow, caving banks and other like dangers; constructing, improving or paving streets, sidewalks, driveways, parkways, walkways or public parking facilities, and purchasing land therefor; purchasing land for parks and public playgrounds, and improving, equipping and adorning the same, including the constructing, repairing and equipping of swimming pools and other recreational facilities; constructing bridges and culverts; altering or changing the channels of streams and water courses to control, deflect or guide the current thereof; purchasing fire-fighting equipment and apparatus, and providing housing for same, and purchasing land therefor; purchasing machinery and equipment which have an expected useful life in excess of ten (10) years (the "General Municipal Improvements Authorized Purpose"), and (c) other authorized purposes under the Act, including paying capitalized interest, funding a debt service reserve fund, and paying the costs of issuance for the Bank Bonds and the Qualified Obligation.

NOW, THEREFORE, the Bank and the Municipality agree as follows:

1. Capitalized terms used herein and not defined shall have the meaning ascribed thereto in the Municipality Bond Resolution, the Bank Bonds Resolution, and the Indenture.

2. Subject to the terms and conditions of this Agreement, the Bank hereby agrees to purchase the Qualified Obligation from the Municipality and the Municipality hereby agrees to sell the Qualified Obligation to the Bank at the purchase price of $__________, representing the par amount of the Qualified Obligation of $9,500,000, plus issue premium of $__________, and less Underwriter's discount of $__________. $__________ will be paid for the premium for the municipal bond insurance policy. $__________ in issuance expenses will be paid from the Bond Issuance Expense Account of the General Fund.

3. $__________ will be subject to requisition by the Municipality for deposit in the Parks and Recreation Improvements Fund (the "Parks and Recreation Improvements Fund") for the Project, all as provided under the Municipality Bond Resolution, pursuant to which the Municipality will issue the Qualified Obligation. The terms of the Qualified Obligation are set forth in the Municipality Bond Resolution and incorporated herein by reference.

4. The Municipality will take all actions required by law to enable it to issue and sell the Qualified Obligation to be purchased by the Bank, and the Municipality's obligation to issue and sell the Qualified Obligation and the Bank's obligation to purchase the Qualified Obligation are expressly contingent upon the Municipality's taking all steps and receiving all approvals required by the laws of the State of Mississippi (the "State") to issue the Qualified Obligation.

5. To the extent the Qualified Obligation is subject to the rebate requirements as set forth in Section 148(f) of the Internal Revenue Code of 1986, as amended (the "Code"), and the regulations promulgated thereunder (the "Rebate Requirement"), the Municipality agrees to pay to the Bank for prompt payment to or to provide evidence to the Bank of payment to, the United States of America of the Rebate Requirement resulting from the investment of moneys held by the Municipality that constitute gross proceeds of the Bank Bonds, as such Rebate Requirement is computed by the Municipality. The Municipality agrees to provide documentation to the Bank relative to the computation of the Rebate Requirement and payment of such Rebate Requirement when required.

6. At such time as the Bank shall reasonably request and in any event prior to the delivery to the Bank of the Qualified Obligation, which Qualified Obligation shall be in the form set forth in the Municipality Bond Resolution and registered in the name of the Trustee as the assignee of the Bank, the Municipality shall furnish to the Bank a transcript of proceedings and opinions of counsel satisfactory to the Bank which shall set forth, among other things, the unqualified approval of the validity and authorized issuance of the Qualified Obligation.

7. The Municipality and the Bank agree that the Qualified Obligation and the payments to be made thereon may be pledged or assigned by the Bank only under and to the extent provided in the Indenture.

8. As long as the Qualified Obligation remains outstanding, the Municipality agrees to furnish to the Bank annual financial reports, audit reports, and such other financial information as is reasonably requested by the Bank, including information which may concern the tax-exempt status of the Bank Bonds and the Municipality's and the Bank's obligations to rebate excess earnings according to the Rebate Requirement.

9. The Municipality further agrees that it shall comply with all provisions, covenants, and obligations of the Municipality set forth in the Indenture, and such provisions, convents, and obligations shall be deemed to be incorporated herein as if fully set forth herein.

10. The Municipality further agrees that it shall comply with all provisions, covenants, and obligations of the Municipality set forth in the Indenture, and such provisions, covenants, and obligations shall be deemed to be incorporated herein as if fully set forth herein.

11. The Municipality agrees to enter into a written undertaking for the benefit of the holders of the Bank Bonds to deliver, or cause to be delivered, certain of the information as contained in the Official Statement dated __________, 20__ (the "Official Statement"), to each "nationally recognized municipal securities information repository" within the meaning of Rule 15c2-12 of the Securities and Exchange Act of 1933. On or prior to the delivery date of the Bank Bonds, an authorized officer of the Municipality will deliver a certificate to the effect that the statements made in the Official Statement, including without limitation the appendices thereto, made by the Municipality pertaining to the Municipality and the Qualified Obligation, as of the date of the Official Statement, did not contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, and that there has been no material adverse change in the financial condition and affairs of the Municipality during the period from the date of the Official Statement to the date of delivery of the Bank Bonds which was not disclosed in or contemplated by the Official Statement.

12. The Bank is obligated to purchase the Qualified Obligation solely from proceeds of the Bank Bonds.

13. This Agreement may be executed in one or more counterparts, any of which shall be regarded for all purposes as an original, and all of which constitute but one and the same instrument. The Bank and the Municipality each agree that it will execute any and all documents or other instruments and take such other actions as may be necessary to give effect to the terms of this Agreement.

14. No waiver by either the Bank or the Municipality of any term or condition of this Agreement shall be deemed or construed as a waiver of any other terms or conditions, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different section, subsection, paragraph, clause, phrase, or other provision of this Agreement.

15. The Municipality has reviewed the Indenture and approves the terms thereof, and agrees to take all actions required of it thereunder.

16. This Agreement merges and supersedes all prior negotiations, representations, and agreements between the Bank and the Municipality relating to the subject matter hereof and constitutes the entire agreement between the Bank and the Municipality in respect hereof.

17. If any provision of this Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this Agreement and this Agreement shall be construed and in force as if such invalid or unenforceable provision had not been contained herein.

IN WITNESS WHEREOF, we have set our hands unto this Qualified Obligation Purchase Agreement as of the day first above written.

Mississippi Development Bank

____
Executive Director

ATTEST:

____ **(seal)**
Secretary

IN WITNESS WHEREOF, we have set our hands unto this Qualified Obligation Purchase Agreement as of the day first above written.

City of Byram, Mississippi

____
Mayor

ATTEST:

____
City Clerk

(seal)

Exhibit D

Form of the Bond Purchase Agreement

BOND PURCHASE AGREEMENT

$9,500,000
MISSISSIPPI DEVELOPMENT BANK
SPECIAL OBLIGATION BONDS, SERIES 2024
(BYRAM, MISSISSIPPI, PARKS AND RECREATION GENERAL OBLIGATION BOND PROJECT)

Mississippi Development Bank
735 Riverside Drive, Suite 300
Jackson, Mississippi 39202

Mayor and Board of Aldermen
City of Byram, Mississippi
5901 Terry Road
Byram, Mississippi 39272

Ladies and Gentlemen:

The undersigned, Crews & Associates, Inc., Little Rock, Arkansas (the "Underwriter"), being duly authorized, offers to enter into the following agreement with the Mississippi Development Bank (the "Bank") and the City of Byram, Mississippi (the "Municipality"), which, upon your acceptance of this offer, will be binding upon the Bank and the Municipality and upon the Underwriter. This offer is made subject to your written acceptance of this Bond Purchase Agreement (the "Bond Purchase Agreement") on or before _____:00 p.m., Mississippi Time, on __________, 20__, and, if not so accepted, will be subject to withdrawal by the Underwriter upon written notice delivered by the Underwriter to the Bank and the Municipality at the above addresses, at any time prior to the acceptance hereof by you.

1. Purchase.

(a) Upon the terms and conditions and upon the basis of the representations, warranties, and agreements set forth herein, the Underwriter hereby agrees to purchase from the Bank for offering to the public, and the Bank hereby agrees to sell and deliver to the Underwriter for such purpose, a maximum aggregate principal amount of $9,500,000 of the Bank's Special Obligation Bonds, Series 2024 (Byram, Mississippi, Parks and Recreation General Obligation Bond Project) (the "Bonds"), dated the date of delivery thereof, and having maturities and bearing interest at the rates per annum as set forth in **Exhibit A** hereto, and payable as described in the resolution concerning the Bonds adopted on December 11, 2024, by the Board of Directors (the "Board") of the Bank (the "Bank Bond Resolution"), an Indenture of Trust under which the Bonds will be issued and by which they will be secured, dated as of __________, 20__ (the "Indenture"), by and between __________, __________, __________, as trustee (the "Trustee"), and otherwise having such terms as are described in the Preliminary Official Statement (as hereinafter defined). The purchase price for the Bonds shall be $ __________, being comprised of the principal amount of the Bonds of $9,500,000.00, plus a net original issue premium of $

__________, and less an Underwriter's discount of $ __________, which purchase price, subject to the terms and conditions of this Bond Purchase Agreement, will be paid to the Trustee on behalf of the Bank on the date of the payment for and delivery of the Bonds (herein called the "Closing"). The Bonds will be subject to optional redemption prior to maturity as set forth in **Exhibit A** hereto.

(b) It is intended that interest on the Bonds will be excluded from gross income for federal income tax purposes under existing statutes, regulations, rulings and court decisions and as set forth in the Preliminary Official Statement, and in reliance thereon, the Underwriter may offer the Bonds without registration under the Securities Act of 1933, as amended.

(c) All capitalized terms used and not defined herein shall have the meanings ascribed to them in the Indenture and the Preliminary Official Statement.

(d) The principal of, premium, if any, and interest on the Bonds shall be payable solely and only from those revenues and funds of the Bank under the Indenture, including the $9,500,000 General Obligation Bond, Series 2024 (Byram, Mississippi, Parks and Recreation General Obligation Bond Project) (the "Qualified Obligation"), and payments derived therefrom, as more particularly described in the Preliminary Official Statement. The Qualified Obligation has been sold to the Bank by the Municipality pursuant to resolutions of the Municipality adopted by the Mayor and Board of Aldermen (the "Governing Body") of the Municipality on November 14, 2024, and December 12, 2024, authorizing the issuance and sale of the Qualified Obligation and approving the issuance and sale of the Bonds (together, the "Municipality Bond Resolution" and collectively with the Bank Bond Resolution, the "Bond Resolutions"), and a Qualified Obligation Purchase Agreement dated __________, 20__, between the Municipality and the Bank (the "Qualified Obligation Purchase Agreement"). The Qualified Obligation is a general obligation of the Municipality and represents a pledge of the full faith, credit, and taxing power thereof.

2. Preliminary Official Statement and Official Statement.

A Preliminary Official Statement of the Bank, dated _________, 20__ (the "Preliminary Official Statement"), has been distributed in connection with the Bonds, and an Official Statement of the Bank, to be dated the date hereof, will be delivered as hereinafter set forth in this Paragraph 2. The final Official Statement as it may be amended or supplemented, with the written consent of the Bank and the Underwriter, is hereinafter called the "Official Statement."

The Bank and the Municipality hereby authorize the use of the Preliminary Official Statement, the Official Statement and the information therein contained by the Underwriter in connection with the public offering and the sale of the Bonds. As required by Rule 15c2-12 promulgated by the Securities and Exchange Commission under Section 15 of the Securities Exchange Act of 1934, as amended ("Rule 15c2-12"), the Underwriter shall deliver the Official Statement to the Municipal Securities Rulemaking Board (the "MSRB"). The Bank and the Municipality hereby approve of and ratify the use by the Underwriter on or before the date hereof of the Preliminary Official Statement in connection with the prospective offering of the Bonds prior to the date hereof. The Bank and the Municipality have duly authorized, approved and delivered the Preliminary Official Statement to the Underwriter; the Bank, and the Municipality have previously deemed the Preliminary Official Statement final, except for the omission of the following information: offering, prices, interest rates, selling compensation, aggregate principal amount of the Bonds, principal amount per maturity, delivery date, ratings and other terms of the Bonds depending on such matters permitted to be omitted in accordance with Paragraph (b)(1) of Rule 15c2-12; and the Bank has duly authorized, approved and will execute the Official Statement on or prior to the Closing and shall deliver the same in final printed form subject to the provisions of Paragraph 9 hereof to permit the Underwriter to comply with Paragraph 9(b)(4) of Rule 15c2-12 and the rules of the MSRB, within seven business days from the date hereof. The Bank and the Municipality have delivered a "deemed final" certificate to the Underwriter, dated the date hereof, to evidence compliance with Rule 15c2-12 to the date hereof (the "Deemed Final Certificate"), in substantially the form attached hereto as **Exhibit B**.

3. Establishment of Issue Price

(a) The Underwriter agrees to assist the Bank in establishing the issue price of the Bonds and shall execute and deliver to the Bank at the Closing (as hereinafter defined) an "issue price" or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form acceptable to Watkins & Eager PLLC, Jackson, Mississippi ("Bond Counsel"), with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter and the Bank, to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Bonds. All actions to be taken by the Bank under this section to establish the issue price of the Bonds may be taken on behalf of the Bank by Government Consultants, Inc., Madison, Mississippi, its "independent registered municipal advisor" (the "Municipal Advisor"), and any notice or report to be provided to the Bank may be provided to the Municipal Advisor.

(b) Except as otherwise set forth in **Exhibit A** hereto, the Bank will treat the first price at which 10% of each maturity of the Bonds (the "10% test") is sold to the public as the issue price of that maturity (if different interest rates apply within a maturity, each separate CUSIP number within that maturity will be subject to the 10% test). At or promptly after the execution of this Agreement, the Underwriter shall report to the Bank the price or prices at which it has sold to the public each maturity of Bonds. If at that time the 10% test has not been satisfied as to any maturity of the Bonds, the Underwriter agrees to promptly report to the Bank the prices at which it sells the unsold Bonds of that maturity to the public. That reporting obligation shall continue, whether or not the Closing has occurred, until the 10% test has been satisfied as to the Bonds of that maturity or until all Bonds of that maturity have been sold to the public.

(c) The Underwriter confirms that it has offered the Bonds to the public on or before the date of this Agreement at the offering price or prices (the "initial offering price"), or at the corresponding yield or yields, set forth in **Exhibit A** hereto, except as otherwise set forth therein. **Exhibit A** also sets forth, as of the date of this Agreement, the maturities, if any, of the Bonds for which the 10% test has not been satisfied and for which the Bank and the Underwriter agree that the restrictions set forth in the next sentence shall apply, which will allow the Bank to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the "hold-the-offering-price rule"). So long as the hold-the-offering-price rule remains applicable to any maturity of the Bonds, the Underwriter will neither offer nor sell unsold Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

(i) the close of the fifth business day after the sale date; or

(ii) the date on which the Underwriter has sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

The Underwriter shall promptly advise the Bank when it has sold 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public, if that occurs prior to the close of the fifth business day after the sale date.

(d) The Underwriter confirms that any selling group agreement and any retail distribution agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer who is a member of the selling group and each broker-dealer that is a party to such retail distribution agreement, as applicable, to (A) report the prices at which it sells to the public the unsold Bonds of each maturity allotted to it until it is notified by the Underwriter that either the 10% test has been satisfied as to the Bonds of that maturity or all Bonds of that maturity have been sold to the public and (B) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the Underwriter. The Bank acknowledges that, in making the representation set forth in this subsection, the Underwriter will rely on (i) in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the hold-the-offering-price rule, if applicable, as set forth in a selling group agreement and the related pricing wires, and (ii) in the event that a retail distribution agreement was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the hold-the-offering-price rule, if applicable, as set forth in the retail distribution agreement and the related pricing wires. The Bank further acknowledges that the Underwriter shall not be liable for the failure of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a retail distribution agreement, to comply with its corresponding agreement regarding the hold-the-offering-price rule as applicable to the Bonds.

(e) The Underwriter acknowledges that sales of any Bonds to any person that is a related party to the Underwriter shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

(i) "public" means any person other than an underwriter or a related party,

(ii) "underwriter" means (A) any person that agrees pursuant to a written contract with the Bank (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the public),

(iii) a purchaser of any of the Bonds is a "related party" to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

(iv) "sale date" means the date of execution of this Agreement by all parties.

(f) It will be a condition of the Bank's obligation to sell and deliver the Bonds to the Underwriter, and the obligation of the Underwriter to purchase and accept delivery of the Bonds, that the entire aggregate principal amount of the Bonds must be sold and delivered by the Bank and accepted and paid for by the Underwriter on the Closing.

4. Representations and Warranties of the Bank.

The Bank represents and warrants to, and agrees with the Underwriter that:

(a) The Bank is a public body corporate and politic of the State of Mississippi (the "State"). The Board of the Bank is duly organized and existing under the Constitution and laws of the State with the powers and authority, among others, set forth in Sections 31-25-1 *et seq.*, Mississippi Code of 1972, as amended (the "Bank Act"), and is authorized to issue the Bonds and otherwise to act on behalf of the Bank in connection with the issuance and sale of the Bonds.

(b) The Board, on behalf of the Bank, has full legal right, power and authority to enter into or accept this Bond Purchase Agreement, the Qualified Obligation Purchase Agreement and the Indenture, to adopt the Bank Bond Resolution, to accept and assign the Qualified Obligation and to sell, issue and deliver the Bonds to the Underwriter as provided herein and to carry out and consummate all other transactions contemplated by this Bond Purchase Agreement, the Bonds, the Qualified Obligation Purchase Agreement, the Indenture, the Bank Bond Resolution and the Official Statement.

(c) By official action of the Board prior to or concurrently with the acceptance hereof, the Board has duly adopted the Bank Bond Resolution, has duly authorized and approved the execution and delivery of or acceptance of, and the performance by the Bank of the obligations of the Bank contained in the Bank Bond Resolution, the Indenture, the Qualified Obligation Purchase Agreement, the Bonds, and this Bond Purchase Agreement and the consummation by it of all other transactions contemplated by the Official Statement and this Bond Purchase Agreement.

(d) Neither the Bank nor the Board is in breach of or default under any applicable law or administrative regulation of the State or the United States of America or any applicable judgment or decree or any agreement or other instrument to which either the Bank or the Board is a party or is otherwise subject, which breach or default would in any way materially adversely affect the official existence or powers of the Bank or the Board, the Bank Bond Resolution, the Indenture, the Qualified Obligation Purchase Agreement or the issuance of the Bonds, and no event has occurred and is continuing, which with the passage of time or the giving of notice, or both, would constitute such a breach of or default under any such instrument; and the execution and delivery of or acceptance of this Bond Purchase Agreement, the Indenture, the Qualified Obligation Purchase Agreement, and the Bonds and the adoption of the Bank Bond Resolution and compliance with the provisions of each thereof will not conflict with or constitute a breach of or default under any law, administrative regulation, judgment, decree, agreement or other instrument to which either the Bank or the Board is a party or is otherwise subject.

(e) At the time of the Bank's acceptance hereof, the Preliminary Official Statement as it pertains to the Bank does not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(f) No summons or complaint or any other notice or document has been served upon or delivered to the Bank or the Board or any of their officers or employees relating to any litigation, and there is no action, suit, proceeding, inquiry, or investigation, at law or in equity, before or by any court, public board or body, pending or, to the best knowledge of the Bank or the Board, threatened against the Bank or the Board, affecting the existence of the Bank or the Board, the titles of their officers to their respective offices or seeking to prohibit, restrain or enjoin the sale, issuance or delivery of the Bonds or in any way contesting or affecting the validity or enforceability of the Bonds or the tax exempt status of the Bonds, the Bank Bond Resolution, the Indenture, the Qualified Obligation Purchase Agreement, the acceptance and assignment of the Qualified Obligation or this Bond Purchase Agreement or contesting in any way the completeness or accuracy of the Preliminary Official Statement, or contesting the powers of the Bank or the Board or any authority for the issuance of the Bonds, the adoption of the Bank Bond Resolution, the acceptance and assignment of the Qualified Obligation or the execution or acceptance of this Bond Purchase Agreement, the Indenture, the Qualified Obligation Purchase Agreement, or the Bank's performance thereunder, nor is there any controversy or litigation pending or, to the best knowledge of the Bank or the Board, threatened, nor, to the best of the knowledge of the Bank and the Board, is there any basis therefore, wherein an unfavorable decision, ruling or finding would materially adversely affect the tax exempt status of the interest on the Bonds or the validity or enforceability of the Bonds, the Bank Bond Resolution, the Indenture, the Qualified Obligation Purchase Agreement, the Qualified Obligation, or this Bond Purchase Agreement.

(g) Except as otherwise provided herein, (i) the Bank Bond Resolution, the Indenture, the Qualified Obligation Purchase Agreement, and the Bonds conform to the description thereof contained in the Preliminary Official Statement, and (ii) the Bonds, this Bond Purchase Agreement, the Qualified Obligation Purchase Agreement, the Bank Bond Resolution, and the Indenture will constitute valid, legally binding, and enforceable obligations of the Bank.

(h) The proceeds from the sale of the Bonds will be used or applied as is provided in the Bond Resolutions, the Indenture, and the Preliminary Official Statement.

(i) If required by law to do so in the future, the Bank will undertake, pursuant to a continuing disclosure agreement with the Municipality and the Trustee, to provide notices of certain events in connection with the Bonds.

(j) To the best of the Bank's knowledge, the Preliminary Official Statement does not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein in connection with the Bank or the Bonds, in the light of the circumstances under which they were made, not misleading, and as of the Closing, the Official Statement will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein in connection with the Bank or the Bonds, in the light of the circumstances under which they were made, not misleading.

5. Representations and Warranties of the Municipality.

The Municipality represents and warrants to, and agrees with the Underwriter that:

(a) The Municipality is a public body corporate and a political subdivision of the State and a "local governmental unit" within the meaning of the Bank Act. The Governing Body is duly organized and existing under the Constitution and laws of the State and is authorized, pursuant to the provisions of by Senate Bill 2152, as approved by the Legislature of the State (the "Legislature") in its Regular Session 2023 and signed by the Governor of the State (the "Governor") on April 3, 2023 ("Local and Private Act"), Sections 21-33-301 *et seq.*, Mississippi Code of 1972, as amended, (the "Municipal Improvements Act"), and the Bank Act (together, "Act"), to issue the Qualified Obligation under the terms and provisions of the Municipality Bond Resolution, under which the Municipality's obligations on the Qualified Obligation arise, and otherwise to act on behalf of the Municipality in connection with the execution of the Qualified Obligation Purchase Agreement and the execution and delivery of the Qualified Obligation.

(b) The Governing Body, on behalf of the Municipality, have full legal right, power and authority to enter into or accept this Bond Purchase Agreement, the Continuing Disclosure Agreement (as hereinafter defined) and the Qualified Obligation Purchase

Agreement, to execute, issue and deliver the Qualified Obligation to the Bank as provided in the Municipality Bond Resolution and the Qualified Obligation Purchase Agreement and to carry out and consummate all other transactions contemplated by this Bond Purchase Agreement, the Qualified Obligation Purchase Agreement, the Qualified Obligation, the Municipality Bond Resolution, the Continuing Disclosure Agreement, and the Official Statement.

(c) By official action of the Governing Body prior to or concurrently with the acceptance hereof, the Governing Body has duly adopted the Municipality Bond Resolution and has duly approved the execution and delivery by the Mayor of the Municipality (the "Mayor") and/or the City Clerk (the "City Clerk") of this Bond Purchase Agreement, the Qualified Obligation Purchase Agreement, the Continuing Disclosure Agreement, and the Qualified Obligation, has duly authorized and approved the execution and delivery of or acceptance of, and the performance by the Municipality of the obligations of the Municipality contained in, the Qualified Obligation, the Qualified Obligation Purchase Agreement, the Continuing Disclosure Agreement, and this Bond Purchase Agreement and the consummation by it of all other transactions contemplated by the Preliminary Official Statement and this Bond Purchase Agreement.

(d) Neither the Municipality nor the Governing Body is in breach of or default under any applicable law or administrative regulation of the State or the United States of America or any applicable judgment or decree or any agreement or other instrument to which either the Municipality or the Governing Body is a party or is otherwise subject, which breach or default would in any way materially adversely affect the official existence or powers of the Municipality or the Governing Body, the Municipality Bond Resolution or the issuance of the Qualified Obligation and no event has occurred and is continuing which with the passage of time or the giving of notice, or both, would constitute such a breach of or default under any such instrument; and the execution and delivery of or acceptance of this Bond Purchase Agreement, the Qualified Obligation, the Continuing Disclosure Agreement, the adoption of the Municipality Bond Resolution, the execution and delivery of the Qualified Obligation Purchase Agreement, and compliance with the provisions of each thereof will not conflict with or constitute a breach of or default under any law, administrative regulation, judgment, decree, agreement or other instrument to which either the Municipality or the Governing Body is a party or is otherwise subject.

(e) The Preliminary Official Statement does not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein in connection with the Municipality, the Municipality Bond Resolution, the Qualified Obligation Purchase Agreement, the Continuing Disclosure Agreement, and the Qualified Obligation, in the light of the circumstances under which they were made, not misleading, and as of the Closing, the Official Statement will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein in connection with the Municipality, the Municipality Bond Resolution, the Qualified Obligation Purchase Agreement, the Continuing Disclosure Agreement, and the Qualified Obligation, in the light of the circumstances under which they were made, not misleading.

(f) Between the date of this Bond Purchase Agreement and the Closing, neither the Municipality nor the Governing Body on behalf of the Municipality, will, without the prior written consent of the Underwriter, which consent will not be unreasonably withheld, issue any bonds, notes or other obligations for borrowed money.

(g) No summons or complaint or any other notice or document has been served upon or delivered to the Municipality or the Governing Body or any of their officers or employees relating to any litigation, and there is no action, suit, proceeding, inquiry, or investigation, at law or in equity, before or by any court, public board or body, pending or, to the best knowledge of the Municipality or the Governing Body, threatened against the Municipality or the Governing Body, affecting the existence of the Municipality or the Governing Body, the titles of their officers to their respective offices or seeking to prohibit, restrain or enjoin the issuance or delivery of the Qualified Obligation, or in any way contesting or affecting the validity or enforceability of the Municipality Bond Resolution, the Qualified Obligation Purchase Agreement, the Continuing Disclosure Agreement, and the Qualified Obligation, the tax exempt status of the interest on the Bonds and the Qualified Obligation, or this Bond Purchase Agreement or contesting in any way the completeness or accuracy of the Preliminary Official Statement, or contesting the powers of the Municipality or the Governing Body or any authority for the issuance of the Qualified Obligation, the adoption of the Municipality Bond Resolution, the Qualified Obligation Purchase Agreement, the Continuing Disclosure Agreement, and this Bond Purchase Agreement, or the Municipality's performance thereunder, nor is there any controversy or litigation pending, or to the best knowledge of the Municipality or the Governing Body, threatened, nor, to the best of the knowledge of the Municipality and the Governing Body, is there any basis therefore, wherein an unfavorable decision, ruling or finding would materially adversely affect the tax exempt status of the Bonds and the Qualified Obligation, the validity or enforceability of the Bonds, the Qualified Obligation, the Municipality Bond Resolution, Qualified Obligation Purchase Agreement, the Continuing Disclosure Agreement, or this Bond Purchase Agreement.

(h) The proceeds from the sale of the Qualified Obligation to the Bank by the Municipality as evidenced by the Qualified Obligation Purchase Agreement and the Qualified Obligation will be used or applied as provided in the Municipality Bond Resolution, the Qualified Obligation Purchase Agreement, and the Preliminary Official Statement.

(i) The Municipality is an "obligated person" within the meaning of Rule 15c2-12(f)(10) and shall have duly authorized, executed and delivered at the Closing a continuing disclosure agreement acceptable to the Underwriter that complies with the provisions of Rule 15c2-12(b)(5) (the "Continuing Disclosure Agreement") and shall be substantially in the form set forth in **Appendix** _____ of the Preliminary Official Statement

(j) Except as otherwise provided herein, (i) the Municipality Bond Resolution, the Qualified Obligation Purchase Agreement, the Continuing Disclosure Agreement and the Qualified Obligation conform to the descriptions thereof contained in the Preliminary Official Statement, (ii) the Qualified Obligation, when issued and delivered in accordance with the Municipality Bond Resolution and the Qualified Obligation Purchase Agreement, will be a validly issued and outstanding general obligation of the Municipality secured by a pledge of the Special Sales Tax (as defined in the Municipality Bond Resolution) and its full faith, credit, and taxing power, all as more fully described in the Preliminary Official Statement and as to be more fully described in the Official Statement, and (iii) the Qualified Obligation Purchase Agreement, this Bond Purchase Agreement, the Continuing Disclosure Agreement, the Municipality Bond Resolution, and the Qualified Obligation will constitute valid, legally binding and enforceable obligation of the Municipality.

6. Further Representations and Warranties of the Bank.

The Bank further represents and warrants to, and agrees with the Underwriter that:

(a) The Bank will furnish such information, execute such instruments, and take such other reasonable action in cooperation with the Underwriter as the Underwriter may reasonably request to qualify the Bonds for offer and sale under the Blue Sky or other securities laws or regulations of such states and other jurisdictions of the United States of America as the Underwriter may designate; provided, however, that the Bank shall not be required to consent to service of process in any state or place where such is not provided by the laws of such state.

(b) No consent, approval, authorization or order of or filing, registration or declaration with any court or government agency or body is required for the sale, issuance or delivery of the Bonds or the consummation of the other transactions effected or contemplated herein or thereby, except such as may be required under the Blue Sky or other securities laws or regulations of any jurisdiction in connection with the offer and sale of the Bonds by the Underwriter, or if any such consent, approval or authorization is required, the Bank will obtain it prior to the date of the Closing and will provide reasonable evidence to the Underwriter that the same has been obtained.

(c) Except as otherwise provided herein, (i) the Bank Bond Resolution, the Indenture, the Qualified Obligation Purchase Agreement, the Qualified Obligation, and the Bonds conform to the descriptions thereof contained in the Preliminary Official Statement, (ii) the Bonds, when validly issued, authenticated, and delivered in accordance with the Bank Bond Resolution and the Indenture and sold to the Underwriter as provided herein, will be validly issued and outstanding limited obligations of the Bank entitled to the benefits and security of the Bank Bond Resolution and the Indenture, all as more fully described in the Preliminary Official Statement and as to be more fully described in the Official Statement, and will constitute valid, legally binding, and enforceable limited obligations of the Bank, and (iii) the Bank Bond Resolution and the Indenture will constitute valid, legally binding and enforceable obligations of the Bank.

(d) In order for the Underwriter to comply with Rule 15c2-12, the Bank:

(i) Represents and warrants that, if, after the date of this Bond Purchase Agreement and until 25 days after the "end of the underwriting period", as such term is defined in Rule 15c2-12, any event shall occur, and be known to the Bank, as a result of which it is necessary to amend or supplement the Official Statement in order to make the statements therein, in light of the circumstances when the Official Statement is delivered to a purchaser, not misleading, or if it is necessary to amend or supplement the Official Statement to comply with law, it will notify the Underwriter (and for the purposes of this paragraph (i) of this subsection (d) to provide the Underwriter with such information as it may from time to time reasonably request), and it will forthwith prepare and furnish, at the expense of the Municipality (in a form and manner reasonably acceptable to the Underwriter), a reasonable number of copies of either amendments or supplements to the Official Statement so that the statements in the Official Statement as so amended and supplemented will not, in light of the circumstances when the Official Statement is delivered to a purchaser, be misleading or so that the Official Statement will comply with all applicable laws and regulations;

(ii) Represents and warrants that, at the time of the Bank's acceptance hereof, and unless an event of the nature described in paragraph (i) of this subsection (d) occurs, at all times subsequent thereto during the period up to and including 25 days subsequent to the end of the underwriting period, the Official Statement does not and will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein not misleading; and

(iii) Represents and warrants that, if the Official Statement is supplemented or amended pursuant to paragraph (i) of this subsection (d), at the time of each supplement or amendment thereto and (unless an event of the nature described in paragraph (i) of this subsection (d) subsequently occurs) at all times subsequent thereto during the period up to and including 25 days subsequent to the end of the underwriting period, the Official Statement as so supplemented or amended will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein not misleading; and

(iv) Unless otherwise notified in writing by the Underwriter by the date of Closing, the Bank can assume that the "end of the underwriting period" for purposes of Rule 15c2-12 is the Closing. In the event such notice is so given in writing by the Underwriter, the Underwriter agrees to notify the Bank in writing following the occurrence of the "end of the underwriting period" as defined in Rule 15c2-12. The "end of the underwriting period" as used in this Bond Purchase Agreement shall mean the date of Closing or such later date as to which notice is given by the Underwriter in accordance with the preceding sentence.

7. Closing.

The Bank will deliver the Bonds by delivery thereof to Cede & Co., as nominee of The Depository Trust Company ("DTC") as directed by the Underwriter against payment of the purchase price therefore by wire transfer of immediately available funds to the Trustee at or prior to 1:00 p.m., Central Standard Time, on __________, 20__, or such other place, time or date as shall be mutually agreed upon by the Bank and the Underwriter. The Bonds will be delivered in fully registered form in such denominations and registered to such persons as the Underwriter shall request at least three (3) days prior to the date of the Closing. The Bonds may be in printed, engraved, typewritten or photocopied form and each such form shall constitute "definitive form."

The legal documents required by this Bond Purchase Agreement and the Official Statement shall be delivered to the parties hereto at the offices of Bond Counsel in Ridgeland, Mississippi, on such date or such other date corresponding with the payment for and delivery of the Bonds, and contemporaneously with such payment and delivery.

8. Closing Conditions.

The Underwriter has entered into this Bond Purchase Agreement in reliance upon the representations, warranties and agreements of the Bank and the Municipality contained herein and to be contained in the documents and instruments to be delivered at the Closing and upon the performance by the Bank and the Municipality of their obligations hereunder, both as of the date hereof and as of the date of Closing. Accordingly, the Underwriter's obligations under this Bond Purchase Agreement to purchase and pay for the Bonds shall be subject to the performance by the Bank and the Municipality of their obligations to be performed hereunder and under such documents and instruments at or prior to the Closing, and shall also be subject to the following conditions:

(a) The representations and warranties of the Bank and the Municipality contained herein shall be true, complete and correct as of the date hereof, and on and as of the date of Closing with the same effect as if made on the date of Closing.

(b) At the time of the Closing, the Indenture and the Bond Resolutions shall be in full force and effect, and shall not have been amended, modified, or supplemented, and the Official Statement shall not have been amended, modified, or supplemented, except as may have been agreed to by the Underwriter.

(c) At the time of Closing, all official action of the Bank and the Municipality relating to this Bond Purchase Agreement, the Indenture, the Bonds, the Bond Resolutions, the Qualified Obligation Purchase Agreement, the Qualified Obligation, and the Preliminary Official Statement shall be in full force and effect and shall not have been amended, modified or supplemented, except as may have been agreed to by the Underwriter.

(d) The Bank and the Municipality shall not have, subsequent to the date hereof and prior to Closing, failed to pay principal or interest when due on any of their obligations for money borrowed wherein such failure, if any, would have a material adverse impact on their ability to perform in accordance with this Bond Purchase Agreement, the Indenture, the Bonds, the Bond Resolutions or the Qualified Obligation except as set forth in the Official Statement.

(e) The Underwriter shall have the right to terminate its obligations under this Bond Purchase Agreement to purchase and pay for the Bonds by notifying the Bank and the Municipality of its election to do so if, after the execution hereof and prior to the Closing: (i) legislation shall have been introduced in or enacted by the Congress of the United States of America or enacted by the State, or legislation pending in the Congress of the United States of America shall have been amended, or a decision shall have been rendered by a court of the United States of America or the State, including the Tax Court of the United States of America or a ruling shall have been made or a regulation shall have been proposed or made or a press release or other form of notice shall have been issued by the Treasury Department of the United States of America or the Internal Revenue Service or other federal or State authority, with respect to federal or State taxation upon revenues or other income of the general character to be derived by the State or by a similar body, or upon interest on the Bonds or the Qualified Obligation or obligations of the general character of the Bonds or the Qualified Obligation which may have the purpose or effect, directly or indirectly, of affecting the tax status of the Bank and the Municipality, the Bank's property or income, its securities (including the Bonds) or the interest thereon, or any tax exemption granted or authorized by the Act, in the sole reasonable opinion of the Underwriter, affects materially and adversely the market for the Bonds, or the market price generally of obligations of the general character of the Bonds or the Qualified Obligation; (ii) the outbreak or escalation of hostilities involving the United States of America or the declaration by the United States of America of a national emergency or war, if the effect of any such event specified in this clause (ii) in the reasonable judgment of the Underwriter makes it impracticable or inadvisable to proceed with the public offering or the delivery of the Bonds on the terms and in the manner contemplated by the Official Statement; (iii) there shall have occurred a general suspension of trading on the New York Stock Exchange or the declaration of a general banking moratorium by the United States of America, New York State or State authorities; (iv) there shall have been issued a stop order, ruling, or regulation affecting the validity or tax exempt status of the Bonds or the Qualified Obligation by the Securities and Exchange Commission; (v) an event described in subsection (d) of Paragraph 6 hereof occurs which, in the reasonable opinion of the Underwriter, requires or has required the preparation and distribution of a supplement or amendment to the Official Statement and which in the reasonable opinion of the Underwriter affects materially and adversely the market for the Bonds; (vi) the marketability of the Bonds or the market price thereof, in the opinion of the underwriter, has been materially and adversely affected by disruptive events, occurrences or conditions in the securities or debt markets; or (vii) there shall have occurred or any notice shall have been given of any intended downgrading, suspension, withdrawal or negative change in credit watch status by any national rating service to any of the Municipality's obligations.

(f) At or prior to the Closing, the Underwriter shall have received each of the following documents:

(i) The Official Statement, together with any supplements or amendments to the Official Statement in the event that the Official Statement has been supplemented or amended, executed on behalf of the Bank by the Executive Director of the Bank;

(ii) A copy of the Bank Bond Resolution certified as of the date of the Closing by the Secretary or the Assistant Secretary of the Bank as having been duly adopted by the Board and as being in effect, with such amendments, modifications and supplements as may have been agreed to by the Underwriter;

(iii) A copy of the Municipality Bond Resolution certified as of the date of the Closing by the City Clerk as having been duly adopted by the Governing Body and as being in effect, with such amendments, modifications and supplements as may have been agreed to by the Underwriter;

(iv) Executed copies of the Indenture, the Qualified Obligation Purchase Agreement, the Continuing Disclosure Agreement and the Qualified Obligation, with such amendments, modifications and supplements as may have been agreed to by the Underwriter;

(v) The unqualified opinion, dated the date of the Closing, of Bond Counsel in substantially the form attached to the Preliminary Official Statement and incorporated herein by this reference thereto, and a letter from such Bond Counsel, dated the date of the Closing and addressed to the Underwriter, to the effect that such opinion may be relied upon by the Underwriter to the same extent as if such opinion were addressed to the Underwriter;

(vi) An opinion, dated the date of the Closing and addressed to the Underwriter, of Balch & Bingham, LLP, Jackson, Mississippi (the "Counsel to the Bank"), to the effect that (A) the Bank and the Board are duly organized and existing under the laws of the State, including the Bank Act; (B) the Bank Bond Resolution has been duly adopted by the Board on behalf of the Bank which has full power and authority to perform its obligations thereunder and has not been amended; (C) this Bond Purchase Agreement, the Bonds, the Qualified Obligation Purchase Agreement, and the Indenture have been duly authorized, executed and delivered, or accepted, by the Board on behalf of the Bank; (D) the Bank Bond Resolution, the Bonds, the Qualified Obligation Purchase Agreement and the Indenture constitute, assuming the valid authorization, execution and delivery by the other parties thereto, legal and binding obligations of the Bank, enforceable in accordance with their respective terms, subject to (1) applicable bankruptcy, insolvency or other similar laws of the State or federal government affecting the enforcement of creditors' rights generally, and (2) the fact that specific performance and other equitable remedies are granted only in the discretion of a court; (E) neither the execution, delivery or performance by the Bank of this Bond Purchase Agreement, the Bonds, the Qualified Obligation Purchase Agreement, or the Indenture conflicts with or results in a breach of the terms or provisions of the Constitution of the State or any State law including the Act; (F) all consents, approvals and other action required by any governmental authority or agency in connection with the execution, delivery and performance, or acceptance of, by the Bank of this Bond Purchase Agreement, the Bonds, the Qualified Obligation Purchase Agreement, and the Indenture have been obtained or accomplished; (G) the Board on behalf of the Bank has duly approved the form of and authorized the use by the Underwriter of the Preliminary Official Statement and the Official Statement in connection with the offering and sale of the Bonds by the Underwriter; (H) the Bonds, the Indenture, the Qualified Obligation Purchase Agreement, and the Bank Bond Resolution conform as to form and tenor with the terms and provisions thereof as summarized and set out in the Official Statement; and (I) without having undertaken to determine independently the accuracy or completeness of the statements contained in the Official Statement, such counsel has no reason to believe that, as of the date of the Closing, the Official Statement (except for financial statements and other financial and statistical data and "TAX MATTERS" or Appendices A and B, included therein, as to which no view need be expressed) contains any untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, or that the Official Statement, as the same may have been amended or supplemented to the date of the Closing pursuant to subsection (d) of Paragraph 6 hereof (except as aforesaid), as of the date of the Closing contains any untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(vii) An opinion, dated the date of the Closing and addressed to the Underwriter of Mills, Scanlon, Dye & Pittman, Ridgeland, Mississippi (the "Counsel to the Municipality"), to the effect that (A) the Municipality and the Governing Body are duly organized and existing under the laws of the State; (B) the Municipality Bond Resolution has been duly adopted by the Governing Body on behalf of the Municipality which has full power and authority to perform its obligations thereunder and has not been amended; (C) this Bond Purchase Agreement, the Qualified Obligation Purchase Agreement, the Continuing Disclosure Agreement, and the Qualified Obligation have been duly authorized, executed and delivered, or approved, by the Governing Body on behalf of the Municipality; (D) the Qualified Obligation Purchase Agreement, the Qualified Obligation, the Continuing Disclosure Agreement, and the Municipality Bond Resolution constitute, assuming the valid authorization, execution and delivery by the other parties thereto, if any, legal and binding obligations of the Municipality, enforceable in accordance with their respective terms, subject to (1) applicable bankruptcy, insolvency or other similar laws of the State or federal government affecting the enforcement of creditors' rights generally, and (2) the fact that specific performance and other equitable remedies are granted only in the discretion of a court; (E) neither the execution, delivery nor performance by the Municipality of this Bond Purchase Agreement, the Qualified Obligation Purchase Agreement, the Qualified Obligation, the Continuing Disclosure Agreement, or the Municipality Bond Resolution conflicts with or results in a breach of the terms or provisions of the Constitution of the State or any State law; (F) all consents, approvals, and other action required by any governmental authority or agency in connection with the execution, delivery, and performance by the Municipality of this Bond Purchase Agreement, the Municipality Bond Resolution, the Qualified Obligation Purchase Agreement, the Continuing Disclosure Agreement, and the Qualified Obligation have been obtained or accomplished; (G) the Qualified Obligation Purchase Agreement, the Qualified Obligation, the Continuing Disclosure Agreement, and the Municipality Bond Resolution conform as to form and tenor with the terms and provisions thereof as summarized and set out in the Official Statement; and (H) without having undertaken to determine independently the accuracy or completeness of the statements contained in the Official Statement, he has no reason to believe that, as of the date of the Closing, the Official Statement contains any untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary to make the statements therein in connection with the Municipality, the Municipality Bond Resolution, the Qualified Obligation Purchase Agreement, the Continuing Disclosure Agreement, and the Qualified Obligation, in the light of the circumstances under which they were made, not misleading, or that the Official Statement, as the same may have been amended or supplemented to the date of the Closing pursuant to subsection (d) of Paragraph 6 hereof (except as aforesaid), as of the date of the Closing contains any untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein in connection with the Municipality, the Municipality Bond Resolution, the Qualified Obligation Purchase Agreement, the Continuing Disclosure Agreement, and the Qualified Obligation, in the light of the circumstances under which they were made, not misleading;

(viii) The opinion, dated the date of the Closing and addressed to the Underwriter of Bond Counsel to the effect that (A) the Bonds constitute exempt securities within the meaning of Section 3(a)(2) of the Securities Act of 1933, as amended, and it is not necessary, in connection with the public offering and sale of the Bonds, to register the Bonds under said Securities Act or to qualify the Indenture under the Trust Indenture Act of 1939; and (B) without having undertaken to determine independently the accuracy or completeness of the statements contained in the Official Statement, such counsel has no reason to believe that, as of the date of the Closing, the Official Statement (except for financial statements and other financial and statistical data or Appendices A and B included therein, as to which no view need be expressed) contains any untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, or that the Official Statement, as the same may have been amended or supplemented to the date of the Closing pursuant to subsection (d) of Paragraph 6 hereof (except as aforesaid), as of the date of the Closing contains any untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; and (C) the Continuing Disclosure Agreement satisfies Section (b)(5)(i) of Rule 15c2-12, which requires an undertaking for the benefit of the holders, including beneficial owners, of the Bonds to provide certain annual financial information and event notices to various information repositories at the time and in the manner required by Rule 15c2-12;

(ix) A certificate, dated the date of the Closing and signed by the Executive Director and Secretary of the Bank to the effect that (A) the representations and warranties of the Bank contained herein are true and correct in all material respects on and as of the date of the Closing with the same effect as if made on the date of the Closing; (B) no summons or complaint or any other notice or document has been served upon or delivered to the Bank or any of their officers or employees relating to any litigation, and there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or, to the best of their knowledge, threatened against the Bank or the Board, affecting the existence of the Bank or the Board, or the titles of their officers to their respective offices, or seeking to prohibit, restrain or enjoin the sale, issuance or delivery of the Bonds, or in any way contesting or affecting the tax exempt status of the interest on the Bonds or the validity or enforceability of the Bonds, the Bank Bond Resolution, the Qualified Obligation Purchase Agreement, the Indenture, or this Bond Purchase Agreement, or contesting in any way the completeness or accuracy of the Official Statement, or contesting the powers of the Bank, the Board or any authority for the issuance of the Bonds, the adoption of the Bank Bond Resolution or the execution or acceptance of this Bond Purchase Agreement, the Qualified Obligation Purchase Agreement, and the Indenture, nor is there any controversy or litigation pending or, to the best of their knowledge, threatened, nor to the best of their knowledge is there any basis therefor, wherein any unfavorable decision, ruling or finding would materially adversely affect the tax exempt status of the interest on the Bonds or the validity or enforceability of the Bonds, the Bank Bond Resolution, the Qualified Obligation Purchase Agreement, the Indenture, or this Bond Purchase Agreement (but in lieu of or in conjunction with such certificate the Underwriter may, in its sole discretion, accept certificates or opinions of the Counsel to the Bank, that in its opinion the issues raised in any such pending or threatened litigation are without substance or that the contentions of all plaintiffs therein are without merit); (C) to the best of their knowledge, no event affecting the Bank or Board has occurred since the date of the Official Statement that should be disclosed in the Official Statement, as the same may be supplemented or amended, in order that the Official Statement shall not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; and (D) the Bank and the Board have complied with all the agreements and satisfied all the conditions on their respective parts to be performed or satisfied at or prior to the Closing;

(x) A certificate, dated the date of the Closing and signed by the Mayor and the City Clerk to the effect that (A) the representations and warranties of the Municipality contained herein are true and correct in all material respects on and as of the date of the Closing with the same effect as if made on the date of the Closing; (B) no summons or complaint or any other notice or document has been served upon or delivered to the Municipality or any of their officers or employees relating to any litigation, and there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or, to the best of their knowledge, threatened against the Municipality or the Governing Body, affecting the existence of the Municipality or the Governing Body, or the titles of their officers to their respective offices, or seeking to prohibit, restrain or enjoin the execution or delivery of the Qualified Obligation, or in any way contesting or affecting the tax exempt status of the interest on the Bonds or the Qualified Obligation, or the validity or enforceability of the Qualified Obligation, the Municipality Bond Resolution, the Qualified Obligation Purchase Agreement, the Continuing Disclosure Agreement or this Bond Purchase Agreement, or contesting in any way the completeness or accuracy of the Official Statement, or contesting the powers of the Municipality, the Governing Body, or any authority for the issuance of the Qualified Obligation, the adoption of the Municipality Bond Resolution, or the execution or approval of this Bond Purchase Agreement, the Continuing Disclosure Agreement, and the Qualified Obligation Purchase Agreement, nor is any controversy or litigation pending or, to the best of their knowledge, threatened, nor to the best of their knowledge is there any basis therefor wherein any unfavorable decision, ruling or finding would materially adversely affect the validity or enforceability of the Qualified Obligation, the tax exempt status of the interest on the Qualified Obligation, the Municipality Bond Resolution, the Qualified Obligation Purchase Agreement, the Continuing Disclosure Agreement, or this Bond Purchase Agreement (but in lieu of or in conjunction with such certificate the Underwriter may, in its sole discretion, accept certificates or opinions of the Counsel to the Municipality, that in its opinion the issues raised in any such pending or threatened litigation are without substance or that the contentions of all plaintiffs therein are without merit); (C) to the best of their knowledge, no event affecting the Municipality or Governing Body has occurred since the date of the Official Statement that should be disclosed in the Official Statement, as the same may be supplemented or amended, in order that the Official Statement shall not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; and (D) the Municipality and the Governing Body have complied with all the agreements and satisfied all the conditions on their respective parts to be performed or satisfied at or prior to the Closing;

(xi) A certificate or agreement, dated the date of Closing, signed by the Executive Director of the Bank, in a form acceptable to Bond Counsel and the Underwriter with respect to the compliance by the Bank with applicable arbitrage and other applicable requirements of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder (hereinafter called the "Code"), to support the conclusion that the Bonds will not be "arbitrage bonds" under the Code;

(xii) A certificate or agreement, dated the date of Closing, signed by the Mayor, in a form acceptable to Bond Counsel and the Underwriter with respect to the compliance by the Municipality with applicable arbitrage and other applicable requirements of the Code to support the conclusion that the Bonds and the Qualified Obligation will not be "arbitrage bonds" under the Code;

(xiii) The unqualified final decree of the Chancery Court of the First Judicial District of Hinds County, Mississippi validating the Bonds, in customary form, and the unqualified final decree of the Chancery Court of the First Judicial District of Hinds County, Mississippi, validating the Qualified Obligation, in customary form;

(xiv) A certified copy of a transcript of all proceedings taken by the Bank relating to the authorization and issuance of the Bonds and the execution and delivery of the Indenture, this Bond Purchase Agreement, and the Qualified Obligation Purchase Agreement;

(xv) A certified copy of a transcript of all proceedings taken by the Municipality and relating to the authorization and issuance of the Qualified Obligation and the execution and delivery of this Bond Purchase Agreement, the Continuing Disclosure Agreement, and the Qualified Obligation Purchase Agreement;

(xvi) The Underwriter shall have received a certificate, dated the date of Closing and signed by an authorized officer of the Trustee, to the effect that (A) such officer is an authorized officer of the Trustee, (B) the Indenture and the Continuing Disclosure Agreement have been duly executed and delivered by the Trustee, (C) the Trustee has all necessary corporate and trust powers required to carry out the trust created by the Indenture, (D) to the best of such officer's knowledge, the acceptance by the Trustee of the duties and obligations of the Trustee under the Indenture and compliance with the provisions thereof will not conflict with or constitute a breach of or default under any law, administrative regulation, consent decree or any agreement or other instrument to which the Trustee is subject or by which the Trustee is bound, and (E) the Trustee has duly authenticated the Bonds, and the person signing the certificate of authentication on each Bond has been duly authorized to do so;

(xvii) A certificate, dated the date of the Closing, signed by the Executive Director and the Secretary or the Assistant Secretary of the Bank, certifying that on the date of the execution of the certificate (A) they are the duly chosen, qualified and acting officers of the Bank occupying the offices indicated opposite their names, (B) the members of the Governing Body at all times relevant to the issuance and sale of the Bonds are as set forth therein, (C) the Executive Director and the Secretary or the Assistant Secretary of the Bank have executed the Bonds by causing their signatures to be affixed to each Bond, (D) they do thereby recognize the said signatures as their true and lawful signatures, and (E) further certifying that the seal, which is imprinted on each of said Bonds and on such certificate is the official seal of the Bank;

(xviii) A certificate, dated the date of the Closing, signed by the Mayor and the City Clerk, certifying that on the date of the execution of the certificate (A) they are the duly chosen, qualified and acting officers of the Municipality occupying the offices indicated opposite their names, (B) the members of the Governing Body at all times relevant to the adoption of the Municipality Bond Resolution, the execution and delivery of the Qualified Obligation Purchase Agreement, the Continuing Disclosure Agreement, and the Qualified Obligation and the issuance thereof, are as set forth therein, (C) the Mayor and the City Clerk have executed the Qualified Obligation Purchase Agreement, the Continuing Disclosure Agreement, this Bond Purchase Agreement and the Qualified Obligation by causing their signatures to be affixed to the Qualified Obligation Purchase Agreement, this Bond Purchase Agreement, and the Qualified Obligation, (D) they do thereby recognize the said signatures as their true and lawful signatures, and (E) further certifying that the seal which is imprinted on the Qualified Obligation Purchase Agreement, the Continuing Disclosure Agreement, the Qualified Obligation, and on such certificate, is the official seal of the Municipality;

(xix) A certificate, dated the date of the Closing, signed by the Executive Director and the Secretary or the Assistant Secretary of the Bank, to the effect that nothing has come to their attention which would lead them to believe that the Official Statement, as of its date and as of the date of the Closing, contains any untrue statement of a material fact or omits to state any material fact which should be included therein for the purpose for which the Official Statement is to be used, or which is necessary to make the statements therein, in light of the circumstances under which they were made, not misleading and in providing such certificate, the Executive Director and the Secretary or the Assistant Secretary of the Bank may state that they have not undertaken to independently verify information outlined or derived from the various publications or other similar sources as presented therein;

(xx) A certificate, dated the date of the Closing, signed by the Mayor and the City Clerk, to the effect that nothing has come to their attention that would lead them to believe that the Official Statement, as of its date and as of the date of the Closing, contains any untrue statement of a material fact or omits to state any material fact that should be included therein for the purpose for which the Official Statement is to be used, or which is necessary to make the statements therein, in light of the circumstances under which they were made, not misleading and in providing such certificate, the Mayor and the City Clerk may state that they have not undertaken to independently verify information outlined or derived from the various publications or other similar sources as presented therein;

(xxi) A certificate of the Trustee, as paying agent for the Qualified Obligation, in form and substance acceptable to the Underwriter and Bond Counsel;

(xxii) [On or before the date of the Closing, evidence that there shall be in effect an insured rating of "_____" by _____ and an underlying rating of "_____" by _____. A letter of confirmation of such rating shall be made available at the Closing;]

(xxiii) A copy of the Letter of Representation to DTC from the Bank;

(xxiv) Evidence satisfactory to the Underwriter of the filing of any financing statement necessary to perfect (to the extent perfection can be obtained by filing) a security interest in favor of the Trustee in the Trust Estate (as defined in the Indenture);

(xxv) To the extent not otherwise included herein, a copy of each of the documents described in Section 2.04 of the Indenture; and

(xxvi) Such additional legal opinions, certificates, instruments, and other documents as the Underwriter or bond counsel may reasonably request to evidence the truth and accuracy, as of the date hereof and as of the date of the Closing, of the representations and warranties contained herein and of the statements and information of the Bank and the Municipality contained in the Official Statement and the due performance or satisfaction by the Bank and the Municipality at or prior to the date of the Closing of all agreements then to be performed and all the conditions then to be satisfied by the Bank and the Municipality.

All the opinions, letters, certificates, instruments and other documents mentioned above or elsewhere in this Bond Purchase Agreement shall be deemed to be in compliance with the provisions hereof but only if they are delivered to the Underwriter in form and substance satisfactory to the Underwriter.

If the Bank and the Municipality, in good faith, shall be unable to satisfy the conditions to the obligations of the Underwriter contained in this Bond Purchase Agreement (unless the Underwriter waives and/or consents to the inability to satisfy such conditions), or if such obligations of the Underwriter shall be terminated for any reason permitted by this Bond Purchase Agreement, this Bond Purchase Agreement shall terminate and neither the Underwriter, nor the Bank and the Municipality shall be under further obligation hereunder.

9. Expenses.

Expenses incident to the performance of the obligations of the Bank and the Municipality hereunder including but not limited to: (a) the cost of the preparation of the Indenture, the Qualified Obligation Purchase Agreement, the Qualified Obligation, the Bond Resolutions, the Preliminary Official Statement, and the Official Statement; (b) the cost of the preparation and printing of the definitive Bonds and the Qualified Obligation; (c) the fees and disbursements of Bond Counsel, Underwriter's Counsel, and Counsel to the Municipality; (d) the fees and disbursements of the Counsel to the Bank and experts, municipal advisors, or consultants retained by the Bank or the Municipality; (e) fees for bond ratings; (f) the cost of preparation and printing of the Preliminary Official Statement and the Official Statement in sufficient quantity (but not to exceed 150 copies) to permit the Underwriter to comply with the requirements of Rule 15c2-12; and (g) the cost of the preparation of this Bond Purchase Agreement, shall be paid from the proceeds of the Bonds. Neither the Bank nor the Municipality shall be required to pay any such costs or to reimburse any party for any such expenses other than from the proceeds of the Bonds. Except as provided in this Paragraph 9, the Underwriter shall pay: (x) all advertising expenses in connection with the public offering of the Bonds; (y) the cost of any copies of the Official Statement in excess of said copy limitations; and (z) all other expenses incurred by it in connection with its public offering and distribution of the Bonds. The Municipality shall pay for expenses (included in the expense component of the spread) incurred on behalf of Municipality's employees which are incidental to implementing this Bond Purchase Agreement, including, but not limited to, meals, transportation, lodging and entertainment of those employees.

10. Notices.

Any notice or other communication to be given to the Bank, the Municipality, and the Underwriter under this Bond Purchase Agreement may be given by delivering the same in writing at the addresses set forth above.

11. Parties in Interest.

This Bond Purchase Agreement is made solely for the benefit of the Bank, the Municipality and the Underwriter (including the successors or assigns of the Underwriter), and no other person shall acquire or have any right hereunder or by virtue hereof. All the representations, warranties and agreements of the Bank, the Municipality, and the Underwriter contained in this Bond Purchase Agreement shall remain operative and in full force and effect, regardless of (a) any investigation made by or on behalf of the Underwriter, the Bank and the Municipality; (b) delivery of any payment for the Bonds hereunder; and (c) any termination of this Bond Purchase Agreement.

12. Governing Law.

This Bond Purchase Agreement shall be governed by, and construed in accordance with, the laws of the State. This Bond Purchase Agreement shall become effective upon the execution of the acceptance hereof by duly authorized officers of the Bank and the Municipality and shall be valid and enforceable as of the time of such acceptance.

13. Counterparts.

This Bond Purchase Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

14. Entire Agreement.

This Bond Purchase Agreement, when accepted by the Bank and the Municipality in writing as heretofore specified, shall constitute the entire agreement among the parties hereto with respect to the offer and sale of the Bonds and the transactions related thereto, as set forth herein.

15. Underwriter has No Advisory or Fiduciary Role.

The Bank and the Municipality acknowledge and agree that:

(a) The primary role of the Underwriter is to purchase securities, for resale to investors, in an arm's length commercial transaction between the Bank and the Underwriter and that the Underwriter has financial and other interests that differ from those of the Bank and the Municipality;

(b) The Underwriter is not acting as a municipal advisor or fiduciary to the Bank or the Municipality and has not assumed any advisory or fiduciary responsibility to the Bank or the Municipality with respect to the transaction contemplated by this Bond Purchase Agreement and the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriter has provided other services or is currently providing other services to the Bank or the Municipality on other matters);

(c) The only obligations the Underwriter has to the Bank and the Municipality with respect to the transaction contemplated hereby are expressly set for in this Bond Purchase Agreement; and

(d) The Bank and the Municipality have consulted their own financial and/or municipal, legal, accounting, tax and other advisors, as applicable, to the extent they deem appropriate. If the Bank would like a municipal advisor in this transaction that has legal fiduciary duties to the Bank, then the Bank is free to engage a municipal advisor to serve in that capacity. The Municipality has employed the Municipal Advisor.

[Remainder of This Page Intentionally Left Blank]

If you agree with the foregoing, please sign this Bond Purchase Agreement in the space provided below and return one copy so executed to each of the Underwriter, the Bank, and the Municipality, whereby this Bond Purchase Agreement shall then become a binding agreement among the Underwriter, the Bank and the Municipality.

Very truly yours,

Crews & Associates, Inc.

By:______________________________

Name: ____________________________

Title: ____________________________

ACCEPTED:

Mississippi Development Bank

By: __________________________________
Executive Director

ACCEPTED:

City of Byram, Mississippi

By: ________________________________
Mayor

EXHIBIT A

MATURITY SCHEDULE

Date of Maturity (__________ 1)	Principal Amount	Interest Rate	Yield	Price

****Term Bonds**

**$_________ @ _________% due _________ , 20__, Priced to Yield _________% @ _________%*

*Priced to the par call date of _________ , 20__.

REDEMPTION PROVISIONS

If the Municipality directs the Bank to redeem the Bonds in accordance with Section 9 of the Municipality Bond Resolution, the Bank has agreed under the Indenture to accept redemption and to redeem the Bonds in accordance with the Indenture.

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

Mandatory Sinking Fund Redemption. The Bonds maturing __________, 20__, are subject to mandatory sinking fund redemption, in part, by lot, on __________ 1, in each of the years set forth below, at one hundred percent (100%) of the principal amount so redeemed or paid, plus accrued interest as set forth below:

$__________

Term Bond Maturing __________, 20__

Year	**Principal Amount**

*** Final Maturity**

EXHIBIT B

DEEMED FINAL CERTIFICATE

$9,500,000
MISSISSIPPI DEVELOPMENT BANK
SPECIAL OBLIGATION BONDS, SERIES 2024
(BYRAM, MISSISSIPPI, PARKS AND RECREATION GENERAL OBLIGATION BOND PROJECT)

Rule 15c2-12 Certificate of the Bank and the Municipality

The undersigned hereby certify to Crews & Associates, Inc., Little Rock, Arkansas (the "Underwriter"), that they are authorized to execute and deliver this Certificate and further certify on behalf of the Mississippi Development Bank (the "Bank") and the City of Byram, Mississippi (the "Municipality"), as of this day, __________, 20__:

(a) This Certificate is delivered to enable the Underwriter to comply with Securities and Exchange Commission Rule 15c2-12, as amended, under the Securities Exchange Act of 1934 (the "Rule") in connection with the offering and sale of the Bank's $9,500,000 Special Obligation Bonds, Series 2024 (Byram, Mississippi, Parks and Recreation General Obligation Bond Project), dated the date of delivery thereof (the "Bonds").

(b) In connection with the offering and sale of the Bonds, there has been prepared a Preliminary Official Statement, dated _________, 20__, and supplemented on _________, 20__, setting forth information concerning the Bonds, the Bank and the Municipality and certain other matters (the "Preliminary Official Statement").

(c) As used herein, "Permitted Omissions" shall mean the offering price(s), interest rate(s), selling compensation, aggregate principal amount, principal amount per maturity, delivery date, ratings and other terms of the Bonds depending on such matters, all with respect to the Bonds.

(d) The information contained in the Preliminary Official Statement is final within the meaning of the Rule as of its date except for the Permitted Omissions.

(e) To the best of the knowledge of the Bank and the Municipality, the information contained in the Preliminary Official Statement pertaining to the Bank and the Municipality does not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made in the Preliminary Official Statement, in the light of the circumstances under which they were made, not misleading.

If, at any time before the earlier of (1) receipt of notice from the Underwriter that Final Official Statements (as defined in the Rule) with respect to the Bonds are no longer required to be delivered under the Rule or (2) 90 days after the underwriting period of the Bonds by the Underwriter, any event occurs as a result of which the information contained in the Final Official Statement would no longer be true and correct or would no longer be the most recently available information, the Bank or the Municipality shall promptly notify the Underwriter of such event or shall update such information so that it is the most recent available and provide such updated information to the Underwriter.

IN WITNESS WHEREOF, we have hereunto set our hands to be effective.

Mississippi Development Bank

By:____________________________________
Executive Director

IN WITNESS WHEREOF, we have hereunto set our hands to be effective.

City of Byram, Mississippi

By:________________________________
Mayor

Exhibit E

Form of the Preliminary Official Statement

PRELIMINARY OFFICIAL STATEMENT DATED _________, 20__

This Preliminary Official Statement and certain of the information contained herein is in a form deemed final for purposes of Rule 15c2-12 under the Securities Exchange Act of 1934, as amended (except for the omission of certain information permitted to be omitted under Rule 15c2-12(b)(1)). This Preliminary Official Statement and the information contained herein are subject to completion or amendment. These securities may not be sold nor may offers to buy be accepted prior to the time the Official Statement is delivered in final form. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or a solicitation of an offer to buy nor shall there be any sale of these securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction.

NEW ISSUE-BOOK-ENTRY ONLY

INSURED RATING: __/____ _____ (____)
UNDERLYING RATING: _____ (____)
(See "BOND RATING" and "BOND INSURANCE" herein)

In the opinion of Watkins & Eager PLLC, Jackson, Mississippi, Bond Counsel, under existing laws, regulations, rulings, and judicial decisions, and assuming the accuracy of certain representations and continuing compliance with certain covenants, interest on the Bonds (as defined below) is excludable from gross income for federal income tax purposes pursuant to Section 103 of the Code (as defined herein). Such excludability is conditioned on continuing compliance with certain tax covenants of the Bank (as defined below) and the Municipality (as defined below). In the opinion of Bond Counsel under existing laws, regulations, rulings and judicial decisions, interest on the Bonds is exempt from income taxation in the State of Mississippi. See "TAX MATTERS" herein and ***Appendix D*** *attached hereto.*

$9,500,000*
MISSISSIPPI DEVELOPMENT BANK
SPECIAL OBLIGATION BONDS, SERIES 2024
(BYRAM, MISSISSIPPI, PARKS AND RECREATION GENERAL OBLIGATION BOND PROJECT)

Dated: Date of Delivery **DUE: _________ 1, as shown on inside front cover**

The Mississippi Development Bank Special Obligation Bonds, Series 2024 (Byram, Mississippi, Parks and Recreation General Obligation Bond Project) (the "**Bonds**"), are being issued by the Mississippi Development Bank (the "**Bank**"), will be dated the date of delivery thereof and will bear interest from that date to their respective maturities in the amounts and at the rates set forth on the inside cover. The Bonds are issuable only as fully registered bonds and, when issued, will be registered in the name of CEDE & CO., as nominee for The Depository Trust Company, New York, New York ("**DTC**"). Purchases of beneficial interests in the Bonds will be made in book-entry-only form, in the denomination of $5,000 or any integral multiple thereof. Purchasers of beneficial interests in the Bonds will not receive physical delivery of certificates representing their interests in the Bonds. Interest on the Bonds is payable on _________ 1 and _________ 1 of each year, commencing _________ 1, 20____. So long as DTC or its nominee is the Registered Owner of the Bonds, interest, together with the principal of and redemption premium, if any, on the Bonds will be paid directly to DTC by _________, _________, _________, Trustee under the Indenture, all as defined and more fully described herein under the caption, "DESCRIPTION OF THE BONDS -- Book-Entry-Only System."

The Bonds are issued by the Bank for the principal purpose of providing funds for the purchase of the Qualified Obligation (as defined herein) being issued by the City of Byram, Mississippi (the "**Municipality**"), thus providing funds to the Municipality for the Special Sales Tax Authorized Purpose, for the General Municipal Improvements Authorized Purpose, and for other authorized purposes under the Act, including paying capitalized interest, funding a debt service reserve fund, and paying the costs of issuance for the Bonds and the Qualified Obligation (collectively, the "Project"), all as more fully described in this Official Statement.

The Bonds are subject to optional redemption prior to maturity as more fully described herein. See "DESCRIPTION OF THE BONDS – Redemption."

THE BONDS ARE LIMITED AND SPECIAL OBLIGATIONS OF THE BANK AND ARE PAYABLE SOLELY OUT OF THE TRUST ESTATE OF THE BANK PLEDGED THEREFOR UNDER THE INDENTURE, INCLUDING THE QUALIFIED OBLIGATION AND PAYMENTS DERIVED THEREFROM, AS MORE FULLY DESCRIBED HEREIN. THE BONDS DO NOT CONSTITUTE A DEBT, LIABILITY, OR LOAN OF THE CREDIT OF THE BANK, THE STATE OF MISSISSIPPI, OR ANY POLITICAL SUBDIVISION THEREOF UNDER THE CONSTITUTION AND LAWS OF THE STATE OF MISSISSIPPI, OR A PLEDGE OF THE FULL FAITH AND CREDIT, TAXING POWER, OR MORAL OBLIGATION OF THE BANK, THE STATE OF MISSISSIPPI, OR ANY POLITICAL SUBDIVISION THEREOF; PROVIDED, HOWEVER, THAT THE QUALIFIED OBLIGATION IS SECURED BY THE FULL FAITH AND CREDIT AND TAXING POWER OF THE MUNICIPALITY. THE SOURCES OF PAYMENT OF, AND SECURITY FOR, THE BONDS ARE MORE FULLY DESCRIBED HEREIN. THE BANK HAS NO TAXING POWER.

THIS COVER PAGE CONTAINS CERTAIN INFORMATION FOR QUICK REFERENCE ONLY. IT IS NOT A SUMMARY OF THIS ISSUE. PROSPECTIVE INVESTORS MUST READ THE ENTIRE OFFICIAL STATEMENT TO OBTAIN INFORMATION ESSENTIAL TO THE MAKING OF AN INFORMED INVESTMENT DECISION.

The scheduled payment of principal of and interest on the Bonds when due will be guaranteed under a municipal bond insurance policy to be issued concurrently with the delivery of the Bonds by _____.

[insert Bond Insurer logo here]

The Bonds are offered subject to the final approval of the legality thereof by Watkins & Eager PLLC, Jackson, Mississippi, Bond Counsel. Certain legal matters will be passed upon for the Bank by Balch & Bingham LLP, Jackson, Mississippi, and for the Municipality by Mills, Scanlon, Dye & Pittman, Ridgeland, Mississippi. Government Consultants, Inc., Madison, Mississippi, serves as the independent registered municipal advisor to the Municipality in connection with the issuance and sale of the Bonds. The Bonds are expected to be available in definitive form for delivery on or about _________, 20__.*

[insert Crews & Associates logo here]

The date of this Official Statement is _________, 20__.

*Preliminary, subject to change.

MATURITY SCHEDULE*

Year of Maturity (__________ 1)*	Principal Amount*	Interest Rate	Yield	CUSIP[1]
20_____				
20_____				
20_____				
20_____				
20_____				
20_____				
20_____				
20_____				
20_____				
20_____				
20_____				
20_____				
20_____				
20_____				
20_____				
20_____				
20_____				
20_____				
20_____				
20_____				

$__________ @ _____% due __________ 1, 20_____, Priced to Yield _____% @ _____%* CUSIP _____

$__________ @ _____% due __________ 1, 20_____, Priced to Yield _____% @ _____%* CUSIP _____

*Priced to the par call date of __________ 1, 20__.

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[1] CUSIP is a registered trademark of the American Bankers Association. CUSIP data contained herein is provided by Standard & Poor's CUSIP Service Bureau, a division of the McGraw-Hill Companies, Inc., The CUSIP numbers listed above are being provided solely for the convenience of the holders of the Bonds only, and the Bank, the Municipality and the Underwriters do not make any representation with respect to such CUSIP numbers or undertake any responsibility for their accuracy. The CUSIP numbers are subject to being changed after the issuance of the Bonds as a result of various subsequent actions, including but not limited to a refunding in whole or in part of the Bonds.

* Preliminary subject to change.

THIS OFFICIAL STATEMENT DOES NOT CONSTITUTE AN OFFERING OF ANY SECURITY OTHER THAN THE ORIGINAL OFFERING OF THE BONDS IDENTIFIED ON THE COVER HEREOF. NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR TO MAKE ANY REPRESENTATION OTHER THAN THAT CONTAINED IN THIS OFFICIAL STATEMENT, AND IF GIVEN OR MADE SUCH OTHER INFORMATION OR REPRESENTATION MUST NOT BE RELIED UPON AS HAVING BEEN AUTHORIZED. THIS OFFICIAL STATEMENT DOES NOT CONSTITUTE AN OFFER TO SELL OR THE SOLICITATION OF AN OFFER TO BUY, AND THERE SHALL NOT BE ANY SALE OF THE BONDS BY ANY PERSON, IN ANY JURISDICTION IN WHICH IT IS UNLAWFUL TO MAKE SUCH OFFER, SOLICITATION OR SALE. THE INFORMATION AND EXPRESSION OF OPINIONS HEREIN ARE SUBJECT TO CHANGE WITHOUT NOTICE AND NEITHER THE DELIVERY OF THIS OFFICIAL STATEMENT NOR THE SALE OF ANY OF THE BONDS SHALL, UNDER ANY CIRCUMSTANCES, CREATE ANY IMPLICATION THAT THE INFORMATION HEREIN IS CORRECT AS OF ANY TIME SUBSEQUENT TO THE DATE HEREOF.

THE UNDERWRITER HAS PROVIDED THE FOLLOWING SENTENCE FOR INCLUSION IN THIS OFFICIAL STATEMENT. THE UNDERWRITER HAVE REVIEWED THE INFORMATION IN THIS OFFICIAL STATEMENT IN ACCORDANCE WITH, AND AS A PART OF, ITS RESPONSIBILITIES UNDER THE FEDERAL SECURITIES LAWS AS APPLIED TO THE FACTS AND CIRCUMSTANCES OF THIS TRANSACTION, BUT THE UNDERWRITER DOES NOT GUARANTEE THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. INFORMATION HEREIN HAS BEEN OBTAINED FROM THE BANK, THE MUNICIPALITY, DTC AND OTHER SOURCES BELIEVED TO BE RELIABLE, BUT THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION IS NOT GUARANTEED BY THE UNDERWRITER.

UPON ISSUANCE, THE BONDS WILL NOT BE REGISTERED BY THE BANK UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR ANY STATE SECURITIES LAW, AND WILL NOT BE LISTED ON ANY STOCK OR OTHER SECURITIES EXCHANGE. NEITHER THE SECURITIES AND EXCHANGE COMMISSION NOR ANY OTHER FEDERAL, STATE OR OTHER GOVERNMENTAL ENTITY OR AGENCY, OTHER THAN THE BANK (TO THE EXTENT DESCRIBED HEREIN), WILL HAVE PASSED UPON THE ACCURACY OR ADEQUACY OF THIS OFFICIAL STATEMENT OR APPROVED THE BONDS FOR SALE.

THIS OFFICIAL STATEMENT IS NOT TO BE CONSTRUED AS A CONTRACT OR AGREEMENT BETWEEN THE BANK AND THE PURCHASERS OR HOLDERS OF THE BONDS. ALL ESTIMATES AND ASSUMPTIONS CONTAINED HEREIN ARE BELIEVED TO BE REASONABLE, BUT NO REPRESENTATION IS MADE THAT SUCH ESTIMATES OR ASSUMPTIONS ARE CORRECT OR WILL BE REALIZED.

IN CONNECTION WITH THIS OFFERING, THE UNDERWRITER MAY OVER-ALLOT OR EFFECT TRANSACTIONS THAT STABILIZE OR MAINTAIN THE MARKET PRICE OF THE BONDS AT A LEVEL ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME.

THE PRICES AT WHICH THE BONDS ARE OFFERED TO THE PUBLIC BY THE UNDERWRITER (AND THE YIELDS RESULTING THEREFROM) MAY VARY FROM THE INITIAL PUBLIC OFFERING PRICES OR YIELDS APPEARING ON THE INSIDE COVER PAGE HEREOF. IN ADDITION, THE UNDERWRITER MAY ALLOW CONCESSIONS OR

DISCOUNTS FROM SUCH INITIAL PUBLIC OFFERING PRICES TO DEALERS AND OTHERS.

THIS OFFICIAL STATEMENT CONTAINS FORECASTS, PROJECTIONS AND ESTIMATES THAT ARE BASED ON EXPECTATIONS AND ASSUMPTIONS WHICH EXISTED AT THE TIME SUCH FORECASTS, PROJECTIONS AND ESTIMATES WERE PREPARED. IN LIGHT OF THE IMPORTANT FACTORS THAT MAY MATERIALLY AFFECT ECONOMIC CONDITIONS OF THE STATE, THE UNITED STATES OF AMERICA, AND THE MUNICIPALITY THE INCLUSION IN THIS OFFICIAL STATEMENT OF SUCH FORECASTS, PROJECTIONS AND ESTIMATES SHOULD NOT BE REGARDED AS A REPRESENTATION BY THE BANK, THE MUNICIPALITY OR THE UNDERWRITER THAT SUCH FORECASTS, PROJECTIONS AND ESTIMATES WILL OCCUR. SUCH FORECASTS, PROJECTIONS AND ESTIMATES ARE NOT INTENDED AS REPRESENTATIONS OF FACT OR GUARANTEES OF RESULTS.

IF AND WHEN INCLUDED IN THIS OFFICIAL STATEMENT, THE WORDS "EXPECTS," "FORECASTS," "PROJECTS," "INTENDS," "ANTICIPATES, "ESTIMATES" AND ANALOGOUS EXPRESSIONS ARE INTENDED TO IDENTIFY FORWARD-LOOKING STATEMENTS AND ANY SUCH STATEMENTS INHERENTLY ARE SUBJECT TO A VARIETY OF RISKS AND UNCERTAINTIES THAT COULD CAUSE ACTUAL RESULTS TO DIFFER MATERIALLY FROM THOSE PROJECTED. SUCH RISKS AND UNCERTAINTIES INCLUDE, AMONG OTHERS, GENERAL ECONOMIC AND BUSINESS CONDITIONS, CHANGES IN POLITICAL, SOCIAL AND ECONOMIC CONDITIONS, REGULATORY INITIATIVES AND COMPLIANCE WITH GOVERNMENTAL REGULATIONS, LITIGATION AND VARIOUS OTHER EVENTS, CONDITIONS AND CIRCUMSTANCES, MANY OF WHICH ARE BEYOND THE CONTROL OF THE BANK AND THE MUNICIPALITY. THESE FORWARD-LOOKING STATEMENTS SPEAK ONLY AS OF THE DATE OF THIS OFFICIAL STATEMENT. THE BANK DISCLAIMS ANY OBLIGATION OR UNDERTAKING TO RELEASE PUBLICLY ANY UPDATES OR REVISIONS TO ANY FORWARD-LOOKING STATEMENT CONTAINED HEREIN TO REFLECT ANY CHANGE IN THE BANK'S EXPECTATIONS WITH REGARD THERETO OR ANY CHANGE IN EVENTS, CONDITIONS OR CIRCUMSTANCES ON WHICH ANY SUCH STATEMENT IS BASED.

THE ORDER AND PLACEMENT OF MATERIALS IN THIS OFFICIAL STATEMENT, INCLUDING THE APPENDICES, ARE NOT TO BE DEEMED A DETERMINATION OF RELEVANCE, MATERIALITY OR IMPORTANCE, AND THIS OFFICIAL STATEMENT, INCLUDING THE APPENDICES, MUST BE CONSIDERED IN ITS ENTIRETY. THE CAPTIONS AND HEADINGS IN THIS OFFICIAL STATEMENT ARE FOR CONVENIENCE OF REFERENCE ONLY, AND IN NO WAY DEFINE, LIMIT OR DESCRIBE THE SCOPE OR INTENT, OR AFFECT THE MEANING OR CONSTRUCTION, OF ANY PROVISION OR SECTIONS OF THIS OFFICIAL STATEMENT. THE OFFERING OF THE BONDS IS MADE ONLY BY MEANS OF THIS OFFICIAL STATEMENT.

_____ (THE "BOND INSURER") MAKES NO REPRESENTATION REGARDING THE BONDS OR THE ADVISABILITY OF INVESTING IN THE BONDS. IN ADDITION, BOND INSURER HAS NOT INDEPENDENTLY VERIFIED, MAKES NO REPRESENTATION REGARDING, AND DOES NOT ACCEPT ANY RESPONSIBILITY FOR THE ACCURACY OR COMPLETENESS OF THIS OFFICIAL STATEMENT OR ANY INFORMATION OR DISCLOSURE CONTAINED HEREIN, OR OMITTED HEREFROM, OTHER THAN WITH RESPECT TO THE ACCURACY OF THE INFORMATION REGARDING BOND INSURER,

SUPPLIED BY BOND INSURER, AND PRESENTED UNDER THE HEADING "BOND INSURANCE" AND APPENDIX G – SPECIMEN MUNICIPAL BOND INSURANCE POLICY.

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OFFICIAL STATEMENT

$9,500,000*
MISSISSIPPI DEVELOPMENT BANK
SPECIAL OBLIGATION BONDS, SERIES 2024
(BYRAM, MISSISSIPPI, PARKS AND RECREATION
GENERAL OBLIGATION BOND PROJECT)

INTRODUCTION

The purpose of this Official Statement, including its appendices, is to set forth certain information concerning the issuance and sale by the Mississippi Development Bank (the "**Bank**") of its Mississippi Development Bank Special Obligation Bonds, Series 2024 (Byram, Mississippi, Parks and Recreation General Obligation Bond Project), issued in the maximum aggregate principal amount of $9,500,000* (the "**Bonds**").

This introduction is not a summary of this Official Statement. It is only a brief description of and guide to, and is qualified by, more complete and detailed information contained in the entire Official Statement, including the cover page and all appendices hereto, and the documents summarized or described herein. A full review should be made of the entire Official Statement. The offering of the Bonds to potential investors is made only by means of the entire Official Statement.

Definitions

Capitalized terms used herein and not defined here should have the meaning ascribed thereto in **Appendix E**.

The Bank

The Bank was established in 1986 as a separate body corporate and politic of the State of Mississippi (the "**State**") for the public purposes set forth under the provisions of Sections 31-25-1 *et seq.*, Mississippi Code of 1972, as amended (the "**Bank Act**"). The Bank is not an agency of the State, is separate from the State in its corporate and sovereign capacity and has no taxing power. The Bank is governed by a Board of Directors composed of nine (9) members.

Pursuant to the Bank Act, the purpose of the Bank is to assist "local governmental units", as defined in the Bank Act, to be (i) any county, municipality, utility district, regional solid waste authority, county cooperative service district or political subdivision of the State, (ii) the State or any agency thereof, (iii) the institutions of higher learning of the State, (iv) any education building corporation established for institutions of higher learning, or (v) any other governmental unit created under State law, such as the Municipality, through programs of purchasing the bonds, notes, or other evidences of indebtedness of such "local governmental units" under agreements between such "local governmental units" and the Bank (the "Program"). The City of Byram, Mississippi, is the entity described in **Appendix A** hereto (the "**Municipality**"), and is such a local governmental unit under the Bank Act.

Sources of Payment and Security for the Bonds

The Bonds will be issued by and under and secured by the Indenture. The principal of, redemption premium, if any, and interest on any and all of the Bonds, together with any Refunding Bonds that may be authorized and issued by the Bank under the Indenture on a parity with the Bonds, are payable from and secured by the pledge of the Trust Estate established under the Indenture, defined to be (i) cash and securities in the Funds and Accounts established by the Indenture (except the Rebate Fund) and the investment earnings thereon and all proceeds thereof, (ii) the Qualified Obligation and the earnings thereon and the proceeds thereof, and (iii) all funds, accounts, and moneys hereinafter pledged to the Trustee as security by the Bank. All Bonds will be secured equally and ratably by all of the foregoing. The sources of payment for the Bonds are further described under the caption "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS" and **Appendix A**.

The full faith and credit and taxing power of the State are not pledged to the payment of the principal of, premium, if any, and interest on any of the Bonds. The Bonds are not a debt, liability, loan of the credit, or pledge of the full faith and credit, or moral obligation of the State or of any political subdivision thereof. The Bank has no taxing power and has only those powers and sources of revenue set forth in the Bank Act. The Bonds are issued and secured separately from any other obligations issued by the Bank.

The Qualified Obligation securing the Bonds is, however, a general obligation of the Municipality, secured by the full faith, credit, and ad valorem taxing power of the Municipality. The Qualified Obligation is the $9,500,000* General Obligation Bond, Series 2024 (Byram, Mississippi, Parks and Recreation General Obligation Bond Project), which is being issued pursuant to the provisions of the Municipality Bond Resolution, the Bank Act, the Local and Private Act, and the Municipal Improvements Act. In addition to the Municipality's general obligation pledge for payment of the Qualified Obligation, the Local and Private Act authorizes the Municipality to use the Special Sales Tax collected pursuant to the Local and Private Act to pay, first, debt service on the Qualified Obligation and then to fund other amounts as provided for under the Local and Private Act. The Special Sales Tax is not pledged to the payment of debt service on the Qualified Obligation. Under the Local and Private Act, the Qualified Obligation will not be included in the Municipality's legal debt limit proscribed by the Municipal Improvements Act. The Municipality will use proceeds of the Qualified Obligation to provide funds for the Project. See also, "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS" and **Appendix C**.

Purpose of the Bonds

The Bonds are being issued pursuant to the Act to purchase the Qualified Obligation, which will provide the Municipality funds for the purpose of: (a) providing funds to promote, construct, finance, operate, equip, lease, and maintain existing and new parks and recreation facilities and equipment within the Municipality and to pay the principal of and interest on bonds issued pursuant to the Local and Private Act (the "Special Tax Authorized Purpose"), (b) providing funds for the purpose of erecting municipal buildings, auditoriums, community centers, gymnasiums and athletic stadiums, preparing and equipping athletic fields, and purchasing buildings or land therefor, and for repairing, improving, adorning and equipping the same; erecting or purchasing waterworks, gas, electric and other public utility plants or distribution systems or franchises, and repairing, improving and extending the same; establishing sanitary, storm, drainage or sewerage systems, and repairing, improving and extending the same; protecting the municipality, its streets and sidewalks from overflow, caving banks and other like dangers; constructing, improving or paving streets, sidewalks, driveways, parkways, walkways or public parking facilities, and purchasing land therefor; purchasing land for parks and public playgrounds, and improving, equipping and adorning the same, including the constructing, repairing and equipping of swimming pools and other recreational facilities; constructing bridges and culverts; altering or changing the channels of streams and water courses to control, deflect or guide the current thereof; purchasing fire-fighting equipment and apparatus, and providing housing for same, and purchasing land therefor; purchasing machinery and equipment which have an expected useful life in excess of 10 years (the "General Municipal Improvements Authorized Purpose"), and (c) other authorized purposes under the Act, including paying the costs of issuance for the Bonds and the Qualified Obligation (together, the "Project").

Authority for Issuance

The Bonds are issued pursuant to the provisions of the Act and the Indenture.

Description of the Bonds

Redemption. The Bonds are subject to redemption prior to maturity as set forth under the caption "DESCRIPTION OF THE Bonds – Redemption."

Denominations. The Bonds will be issued in denominations of $5,000 or any integral multiple thereof.

Registration, Transfers, and Exchanges. The Bonds will be issued only as fully registered bonds and, when issued, will be registered in the name of Cede & Co., as nominee for DTC. Purchases of beneficial interests in the Bonds will be made in book entry only form. Purchasers of beneficial interests in the Bonds will not receive physical delivery of certificates representing their respective interests in the Bonds.

Payments. Interest on the Bonds is payable on __________ 1 and __________ 1 of each year, and, so long as DTC or its nominee is the Registered Owner of the Bonds, such interest, together with the principal of and redemption premium, if any, on the Bonds will be paid directly to DTC by the Trustee. The final disbursement of such payments to the Beneficial Owners of the Bonds will be the responsibility of the DTC Participants and the Indirect Participants, all as more fully defined and described herein under the caption "DESCRIPTION OF THE BONDS – Book-Entry-Only System."

For a more complete description of the Bonds and the basic documentation pursuant to which the Bonds are being issued, see the captions "DESCRIPTION OF THE Bonds," "REVENUES, FUNDS, AND ACCOUNTS," and "OPERATION OF FUNDS AND ACCOUNTS," in this Official Statement.

Tax Exemption

In the opinion of Watkins & Eager PLLC, Jackson, Mississippi (the "Bond Counsel"), under existing laws, regulations, rulings, and judicial decisions, interest on the Bonds is excludable from gross income for federal tax purposes, with such excludability conditioned upon continuing compliance with certain tax covenants of the Bank and the Municipality. Interest on the Bonds is not an item of tax preference for purposes of the federal alternative minimum tax; however, for tax year beginning before January 1, 20_____, interest on the Bonds is included in determining adjusted current earnings for purposes of computing the alternative minimum taxable income on corporations.

Under existing laws, regulations, rulings, and judicial decisions, interest on the Bonds is exempt from State income taxation.

For a more complete description of the opinion of Bond Counsel and certain other income tax consequences incident to the ownership of the Bonds, see the caption "TAX MATTERS" in this Official Statement. See **Appendix D** for the proposed form of the final approving opinion of Bond Counsel.

Professionals Involved in the Offering

___________, ___________, ___________, will act as Trustee under the Indenture for the Bonds. Government Consultants, Inc., Madison, Mississippi, is engaged as Independent Registered Municipal Advisor to the Municipality (the "Municipal Advisor") with respect to the issuance and sale of the Bonds. Certain proceedings in connection with the issuance of the Bonds are subject to the approval of Bond Counsel. Certain legal matters will be passed upon for the Bank by Balch & Bingham LLP, Jackson, Mississippi, and for the Municipality by Mills, Scanlon, Dye & Pittman, Ridgeland, Mississippi. See the caption "LEGAL MATTERS" and "MISCELLANEOUS" in this Official Statement.

Offering and Delivery of the Bonds

Subject to the final approval of the legality thereof by Bond Counsel, the Bonds are expected to be available in definitive form for delivery on or about __________, 20__*.

Risks to the Owners of the Bonds

There are certain risks involved in the ownership of the Bonds which should be considered by prospective purchasers. The ability of the Bank to pay principal of, redemption premium, if any, and interest on the Bonds depends primarily upon the receipt by the Bank of Qualified Obligation Payments from the Municipality which is obligated to make such payments to the Trustee as assignee of the Bank, together with investment earnings on certain amounts in the Funds and Accounts established under the Indenture. There can be no representation or assurance that the Municipality will levy and collect ad valorem taxes or collect Special Sales Taxes sufficient to make the required Qualified Obligation Payments. See the caption, "SECURITY AND SOURCES OF PAYMENT." Failure of the Bank and/or the Municipality to comply with certain tax covenants may also adversely affect the exempt status of the interest on all of the Bonds. See the caption "RISKS TO THE OWNERS OF THE BONDS" in this Official Statement.

Other Information

This Official Statement speaks only as of its date, and certain information contained herein is subject to change.

Copies of other documents and information are available, upon request, and upon payment to the Bank of a charge for copying, mailing, and handling, from Larry W. Mobley, Executive Director, Mississippi Development Bank, 735 Riverside Drive, Suite 300, Jackson, Mississippi 39202, telephone (601) 355-6232.

NO DEALER, BROKER, SALESMAN, OR OTHER REPRESENTATIVE OF THE UNDERWRITER OR OTHER PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR TO MAKE ANY REPRESENTATIONS OTHER THAN THOSE CONTAINED IN THIS OFFICIAL STATEMENT, AND, IF GIVEN OR MADE, SUCH OTHER INFORMATION OR REPRESENTATIONS MUST NOT BE RELIED UPON. THIS OFFICIAL STATEMENT DOES NOT CONSTITUTE AN OFFER TO SELL OR THE SOLICITATION OF AN OFFER TO BUY, AND THERE SHALL NOT BE ANY SALE OF THE BONDS BY ANY PERSON IN ANY JURISDICTION IN WHICH IT IS UNLAWFUL FOR SUCH PERSON TO MAKE SUCH OFFER, SOLICITATION, OR SALE. THE INFORMATION SET FORTH HEREIN HAS BEEN OBTAINED FROM THE BANK, THE MUNICIPALITY, DTC, AND OTHER SOURCES WHICH ARE BELIEVED TO BE RELIABLE, BUT IT IS NOT GUARANTEED AS TO ACCURACY OR COMPLETENESS. THE INFORMATION AND EXPRESSIONS OF OPINION HEREIN ARE SUBJECT TO CHANGE WITHOUT NOTICE, AND NEITHER THE DELIVERY OF THIS OFFICIAL STATEMENT NOR ANY SALE MADE HEREUNDER SHALL, UNDER ANY CIRCUMSTANCES, CREATE ANY IMPLICATION THAT THERE HAS BEEN NO CHANGE IN THE AFFAIRS OF THE BANK SINCE THE DATE HEREOF.

THE BONDS HAVE NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION UNDER THE SECURITIES ACT OF 1933, AS AMENDED.

Format of Official Statement

There follows in this Official Statement a description of the security and sources of payment for the Bonds, the purposes and operation of the Bank's Program to be financed out of the proceeds of the Bonds, the Bank, and summaries of certain provisions of the Bonds, the Indenture, and certain provisions of the Act. All discussions of the Act and the Indenture are qualified in their entirety by reference to the Act and the Indenture, copies of which are available from the Bank, and all discussions of the Bonds are qualified in their entirety by reference to the definitive form and the information with respect to the Bonds contained in the Indenture. Certain general information regarding the Municipality and its economy is set forth in **Appendix A**, certain financial and economic information regarding the Municipality is set forth in **Appendix B**, the Municipality Bond Resolution and the form of the Qualified Obligation are set forth in **Appendix C**, the proposed form of the final approving opinion of Bond Counsel with respect to the Bonds is set forth in **Appendix D**, certain definitions of certain terms used in this Official Statement are set forth in **Appendix E**, and the form of the Continuing Disclosure Agreement of the Municipality is set forth in **Appendix F**. Each of the appendices to this Official Statement is an integral part of this Official Statement and should be read in its entirety by any and all owners or prospective owners of the Bonds.

SECURITY AND SOURCES OF PAYMENT FOR THE BONDS

General

The Bonds are payable only out of the Trust Estate. The Indenture creates a continuing pledge of and lien upon the Trust Estate to secure the full and final payment of the principal of, premium, if any, and interest on all of the Bonds. The Bonds do not constitute a debt, liability, or loan of the credit of the State or any political subdivision thereof under the constitution of the State or a pledge of the full faith and credit and taxing power, or moral obligation of the State or any political subdivision thereof; provided, however, that the Qualified Obligation is a general obligation of the Municipality. The Bank has no taxing power. The sources of payment of, and security for, the Bonds are more fully described below.

Under the Indenture, the Bonds are secured by a pledge to the Trustee of the Qualified Obligation and all Qualified Obligation Payments, as described herein. In addition, the Indenture pledges to the payment of the Bonds all proceeds of the Trust Estate, including without limitation all cash and securities held in the Funds and Accounts created by the Indenture, except for the Rebate Fund, together with investment earnings thereon and proceeds thereof (except to the extent transferred to the Rebate Fund or from such Funds and Accounts under the Indenture), and all other funds, accounts, and moneys to be pledged by the Bank to the Trustee as security under the Indenture, to the extent of any such pledge.

The Municipality and the Qualified Obligation

From the proceeds of the Bonds, the Bank intends to purchase and, upon purchase, will assign the Qualified Obligation and all payments due thereunder by the Municipality to the Trustee as security for payment of the Bonds under the Indenture.

Provisions for Payment of the Qualified Obligation

The Qualified Obligation will be a general obligation of the Municipality. The Municipality Bond Resolution provides that the Municipality is unconditionally obligated to make payments secured by the full faith and credit of the Municipality in an aggregate amount sufficient, with any other funds available therefor, for the payment in full of the principal of, premium, if any, and interest on all Bonds issued and outstanding under the Indenture, to the date of payment thereof, and certain costs, expenses and charges of the Bank and the Trustee.

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

Under and pursuant to the Local and Private Act and the referendum of a special election of the qualified electors of the Municipality held on June 13, 2023, the Municipality is authorized to levy a special sales tax upon every person, firm, or corporation of that portion of the 2% of the gross income of Restaurants (as defined in the Municipality Bond Resolution) within the Municipality derived from retail sales of Prepared Food (as defined in the Municipality Bond Resolution), to be expended for the for the Special Sales Tax Authorized Purposes. (the "Special Sales Tax"). The Municipality levied and began collecting the Special Sales Tax on __________, 20__. Although the Special Sales Tax is not pledged to the payment of the debt service on the Qualified Obligation or Bonds, the Municipality intends to use the tax, first, to first pay scheduled debt service on the Qualified Obligation, and, then, to pay other amounts as provided for under the Act.

The Qualified Obligation will never, within the meaning of any constitutional or statutory limitation, be a debt, liability, or obligation of the State or any political subdivision of the State other than the Municipality, and neither the full faith and credit nor taxing power or moral obligation of the State or any political subdivision thereof, other than the Municipality, is pledged to the payment of the principal, premium, if any, and interest on the Qualified Obligation; provided, however, that the Qualified Obligation is a general obligation of the Municipality. Under the Local and Private Act, the Qualified Obligation will not be included in the Municipality's legal debt limit prescribed by the Municipal Improvements Act. The Qualified Obligation initially issued under the Municipality Bond Resolution shall be issued for the purposes of providing funds for the Project. See **Appendix C** for further description of the Qualified Obligation and the Municipality Bond Resolution.

RISKS TO THE OWNERS OF THE BONDS

General

The Bonds will be payable solely from the payments to be made by the Bank under the Indenture. Pursuant to the Indenture, such payments are limited to Qualified Obligation Payments payable by the Municipality on the Qualified Obligation pursuant to the Municipality Bond Resolution. No reserve fund has been established for the payment of debt service on the Bonds or the Qualified Obligation. Purchasers of the Bonds are advised of certain risk factors with respect to the Qualified Obligation.

In addition, purchasers of the Bonds are advised of certain additional information in connection with the Municipality as set forth in **Appendix A** and **Appendix B**.

No Reserve Funds

The ability of the Bank to pay principal of, redemption premium, if any, and interest on the Bonds depends primarily upon the receipt by the Bank of Qualified Obligation Payments from the Municipality which is obligated under the Municipality Bond Resolution to make such payments to the Bank, together with earnings on the amounts in the Funds and Accounts created under the Indenture sufficient to make such payments. There is no Indenture Fund or Account which is required to contain amounts to make up for any deficiencies in the event of one or more defaults by the Municipality in making such Qualified Obligation Payments, and there is no source from which the General Fund will be replenished except the Qualified Obligation Payments and investment income on moneys in the Funds and Accounts; and further, no reserve fund is created in the Indenture or the Municipality Bond Resolution to pay debt service on the Bonds or the Qualified Obligation.

Tax Covenants

The Bank has covenanted under the Indenture to use its best efforts to comply with all actions required to assure the continuing excludability of interest on the Bonds from gross income or federal income tax purposes. Failure by the Bank to comply with such covenants could cause the interest on the Bonds to be includable in gross income for federal income tax purposes retroactive to the date of issuance. Further, the Municipality has covenanted in the Municipality Bond Resolution that it will comply with certain requirements of the Internal Revenue Code of 1986, as amended (the "Code") to ensure continuing excludability from gross income for federal income tax purposes of interest on the Qualified Obligation and the Bonds. Failure by the Municipality to comply with such requirements could cause the interest on such Bonds to be includable in gross income for federal income tax purposes retroactive to the date of issuance. See the caption "TAX MATTERS."

Remedies

The remedies available to the Trustee, to the Bank, to the Bond Insurer, or to the owners of the Bonds upon an Event of Default under the Indenture or under the terms of the Qualified Obligation purchased by the Bank are in many respects dependent upon judicial actions which are often subject to discretion and delay. Under existing constitutional and statutory law and judicial decisions, including specifically the Bankruptcy Code, the remedies provided in the Indenture and under the Qualified Obligation may not be readily available or may be limited. The various legal opinions delivered concurrently with the delivery of the Bonds and the Qualified Obligation may be qualified as to the enforceability of the various legal instruments by limitations imposed by general principles of equity and by bankruptcy, reorganization, insolvency, or other similar laws affecting the rights of creditors generally.

Certain Bankruptcy Risks

In the event the Municipality were to become a debtor under the Bankruptcy Code, payments under the Municipality Bond Resolution may be stayed or under certain circumstances may be subject to avoidance or disgorgement and the interest of the Trustee in such payments may not extend to payments acquired after the commencement of such a bankruptcy case or within ninety (90) days prior thereto. Under existing Constitutional and statutory law and judicial decisions, including specifically the Bankruptcy Code, the remedies provided in the Municipality Bond Resolution and the Indenture may not be readily available or may be limited. The various legal opinions delivered concurrently with the delivery of the Qualified Obligation will be qualified as to the enforceability of the various legal instruments by limitations imposed by general principles of equity and by bankruptcy, reorganization, insolvency, or other similar laws affecting the rights of creditors generally. Furthermore, if a bankruptcy court concludes that the Trustee has "adequate protection," it may enter orders affecting the security of the Trustee, including orders providing for the substitution, subordination, and sale of the security of the Trustee. In addition, a reorganization plan may be adopted even though it has not been accepted by the Trustee if the Trustee is provided with the benefit of its original lien or the "indubitable equivalent." Thus, in the event of the bankruptcy of the Municipality, the amount realized by the Trustee may depend on the bankruptcy court's interpretation of "indubitable equivalent" and "adequate protection" under the then existing circumstances. The bankruptcy court may also have the power to invalidate certain provisions of the Municipality Bond Resolution, the Indenture, or related documents that make bankruptcy and related proceedings by the Municipality an Event of Default thereunder. All of these events would adversely affect the payment of debt service on the Bonds.

Limitation on Enforceability of Security Interests

The pledge of the full faith and credit granted by the Municipality in the Municipality Bond Resolution may be limited by a number of factors, including the ability to collect levied taxes. Under current law, such a pledge and assignment as attempted to be effected by the Municipality Bond Resolution may be further limited by the following: (a) statutory liens; (b) rights arising in favor of the United States of America or any agency thereof; (c) prohibitions against assignment set forth in federal statutes; (d) constructive trusts, equitable liens, or other rights which might be impressed or conferred by any state or federal court in the exercise of equitable jurisdiction; (e) federal bankruptcy laws affecting taxes and other revenues of the Municipality received within ninety (90) days preceding and after any effectual institution of bankruptcy, liquidation, or reorganization proceedings by or against the Municipality; (f) rights of third parties in revenues converted to cash and not in the possession of the Trustee; and (g) sales, liens and/or pledges made by the Municipality. If an Event of Default does occur, it is uncertain that the Trustee or the Bond Insurer could successfully obtain an adequate remedy at law or in equity.

Failure to Compel the Levy of Taxes on the Qualified Obligation

The Qualified Obligation will be a general obligation of the Municipality payable as to principal and interest out of and secured by an irrevocable pledge of the avails of a direct and continuing tax to be levied annually without limitation as to rate or amount by the Municipality upon the taxable property within the geographical limits of the Municipality; provided, however, that such tax levy for any year shall be abated pro tanto to the extent the Municipality on or prior to __________ 1 of that year has transferred money to the Parks and Recreation Improvements Fund of the Municipality, or has made other provisions for funds, to be applied toward the payment of the principal of and interest on the Qualified Obligation due during the ensuing fiscal year of the Municipality, in accordance with the provisions of the Municipality Bond Resolution. The Municipality, when necessary, will levy annually a special tax upon all taxable property within the geographical limits of the Municipality adequate and sufficient to provide for the payment of the principal of and the interest of the Qualified Obligation as the same falls due.

The qualified electors of the State voted in a general election held on November 7, 1995, to amend the Mississippi Constitution of 1890 (the "Constitution") to add the following new Section 172A (the "Amendment"):

> SECTION 172A. Neither the Supreme Court nor any inferior court of this state shall have the power to instruct or order the state or any political subdivision thereof, or an official of the state or any political subdivision, to levy or increase taxes.

The Amendment does not affect the underlying obligation of the Municipality to pay the principal of and interest on the Qualified Obligation as it matures and becomes due, nor does it affect the obligation of the Municipality to levy a tax sufficient to accomplish that purpose. However, even though it appears that the Amendment was not intended to affect remedies of a holder of the Qualified Obligation in the event of a payment default, it potentially prevents such holder from obtaining a writ of mandamus to compel the levying of taxes to pay the principal of and interest on the Qualified Obligation in a Court of the State. It is not certain whether the Amendment would affect the right of a federal court to direct the levy of a tax to satisfy a contractual obligation. Other effective remedies are available to the holder of the Qualified Obligation in the event of a payment default with respect to the Qualified Obligation. For example, such holder can seek a writ of mandamus to compel the Municipality to use any legally available moneys to pay the debt service on the Qualified Obligation, and if such writ of mandamus is issued and public officials fail to comply with such writ, then such public officials may be held in contempt of court. In addition, pursuant to Mississippi Constitution §175, all public officials who are guilty of willful neglect of duty may be removed from office.

Impact of COVID-19 on the Municipality

The outbreak of COVID-19, a respiratory disease caused by a new strain of coronavirus, which was first detected in China and has since spread to other countries, including the United States of America, and to the State, has been declared a Public Health Emergency of International Concern by the World Health Organization. The outbreak of the disease has affected travel, commerce, and financial markets globally and is widely expected to affect economic growth worldwide. Although the potential impact of COVID-19 on the Municipality cannot be predicted at this time, the continued spread of the outbreak could have a material adverse effect on the Municipality.

DESCRIPTION OF THE BONDS

General Description

The Bonds are issuable under the Indenture as fully registered bonds. When issued, the Bonds will be registered in the name of and held by Cede & Co., as nominee for DTC. Purchases of beneficial interests from DTC in the Bonds will be made in book-entry-only form (without certificates) in the denomination of $5,000 or any integral multiple thereof (see the heading, "Book-Entry-Only System" under this caption).

The Bonds will mature in the amounts and on the dates, and bear interest at the rates per annum, set forth on the inside cover page of this Official Statement. Interest on the Bonds will be payable semiannually on __________ 1 and __________ 1 of each year, commencing __________ 1, 20_____, and ending __________ 1, 20__ (the "Interest Payment Date"). Interest will be calculated on the basis of a 360-day year consisting of 12 months of 30 days.

Each Bond will be dated the day of delivery. If any Bond is authenticated on or prior to the day of delivery, it will bear interest from such date. Each Bond authenticated after the day of delivery will bear interest from the most recent date on which interest was payable and has been paid on or prior to the date of authentication of such Bond, unless such Bond is authenticated after the 15th day of the calendar month preceding an Interest Payment Date (the "**Record Date**") and on or prior to the next following Interest Payment Date, in which case such Bond will bear interest from such following Interest Payment Date.

So long as DTC or its nominee is the Registered Owner of the Bonds, payments of the principal of, redemption premium, if any, and interest on the Bonds will be made directly by the Trustee by wire transfer of funds to Cede & Co., as nominee for DTC. Disbursement of such payments to DTC Participants will be the sole responsibility of DTC, and the ultimate disbursement of such payments to the Beneficial Owners, as defined herein, of the Bonds will be the responsibility of the DTC Participants and the Indirect Participants, as defined herein. See the heading, "Book-Entry-Only System" under this caption.

If the Bonds are no longer in a book-entry-only system, the principal of the Bonds will be payable upon maturity or redemption at the principal corporate trust office of the Trustee in

Birmingham, Alabama, and interest on the Bonds will be paid by check of the Trustee dated the due date and mailed or delivered on or before the Business Day prior to each Interest Payment Date to the Registered Owners of record as of the close of business on the most recent Record Date or, at the written election of the Registered Owner of $1,000,000 or more in aggregate principal amount of Bonds delivered to the Trustee at least one Business Day prior to the Record Date for which such election will be effective, by wire transfer to the Registered Owner or by deposit into the account of the Registered Owner if such account is maintained by the Trustee.

Book-Entry-Only System

Unless and until the book-entry-only system has been discontinued, the Bonds will be available only in book-entry form in principal amounts of $5,000 or any integral multiple thereof. DTC will initially act as securities depository for the Bonds. The Bonds will be initially issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee). One fully-registered Bond will be issued for each maturity of the Bonds and will be deposited with DTC or pursuant to DTC's FAST registration procedures.

The information provided under this caption has been provided by DTC. No representation has been made by the Bank, the Municipality or the Underwriter as to the accuracy or adequacy of such information, or as to the absence of material adverse changes in such information subsequent to the date hereof.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non–U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's Participants ("**DTC Participants**") deposit with DTC. DTC also facilitates the post-trade settlement among DTC Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between DTC Participants' accounts. This eliminates the need for physical movement of securities certificates. DTC Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("**DTCC**"). DTCC is the holding company for DTC, the National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("**Indirect Participants**"). DTC has a Standard & Poor's rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

Purchases of Bonds under the DTC system must be made by or through DTC Participants, which will receive a credit for such Bonds on DTC's records. The ownership interest of each actual purchaser of each Bond ("**Beneficial Owner**") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Bonds, except in the event that use of the book-entry system for the Bonds is discontinued.

To facilitate subsequent transfers, all Bonds deposited by DTC Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not affect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC's records reflect only the identity of the DTC Participants to whose accounts the Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to DTC Participants, by DTC Participants to Indirect Participants, and by DTC Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of the Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Bonds, such as redemptions, tenders, defaults and certain proposed amendments to the Indenture or Municipality Bond Resolution. For example, Beneficial Owners of the Bonds may wish to ascertain that the nominee holding the Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the Bond Registrar and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Bonds are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such Bonds to be redeemed.

Neither DTC nor Cede & Co., (nor any other DTC nominee) will consent or vote with respect to the Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an "Omnibus Proxy" to the Trustee as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those DTC Participants to whose accounts the Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Redemption proceeds, principal payments and interest payments on the Bonds will be made to Cede & Co. or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detailed information from the Bank or the Trustee, on the payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name", and will be the responsibility of such Participant and not of DTC, the Trustee, or the Bank subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, principal payments and interest payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the Bank or the Trustee, disbursement of such payments to DTC Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the Bonds at any time by giving reasonable notice to the Bank or the Trustee. Under such circumstances, in the event that a successor depository is not obtained, Bond certificates are required to be printed and delivered.

The Bank may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Bond certificates in definitive form will be printed and delivered to DTC.

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the Bank, the Municipality, and the Underwriter believe to be reliable, but neither the Bank, the Municipality, nor the Underwriter take any responsibility for the accuracy thereof.

So long as Cede & Co. is the registered holder of the Bonds as nominee of DTC, references herein to the Holders, holders, owners, or Registered Owners of the Bonds mean Cede & Co. and not the Beneficial Owners of the Bonds.

THE BANK, THE TRUSTEE, THE MUNICIPALITY, AND THE UNDERWRITER CANNOT AND DO NOT GIVE ANY ASSURANCES THAT THE DTC PARTICIPANTS OR THE INDIRECT PARTICIPANTS WILL DISTRIBUTE TO THE BENEFICIAL OWNERS OF THE BONDS (A) PAYMENTS OF PRINCIPAL OF, REDEMPTION PRICE OF OR INTEREST ON THE BONDS; (B) CERTIFICATES REPRESENTING AN OWNERSHIP INTEREST OR OTHER CONFIRMATION OF BENEFICIAL OWNERSHIP INTERESTS IN BONDS; OR (C) REDEMPTION OR OTHER NOTICES SENT TO DTC OR CEDE & CO., ITS NOMINEE, AS THE REGISTERED OWNERS OF THE BONDS, OR THAT THEY WILL DO SO ON A TIMELY BASIS OR THAT DTC OR DIRECT OR INDIRECT PARTICIPANTS WILL SERVE AND ACT IN THE MANNER DESCRIBED IN THIS OFFICIAL STATEMENT. THE CURRENT "RULES" APPLICABLE TO DTC ARE ON FILE WITH THE SECURITIES AND EXCHANGE COMMISSION AND THE CURRENT "PROCEDURES" OF DTC TO BE FOLLOWED IN DEALING WITH DTC PARTICIPANTS ARE ON FILE WITH DTC.

NEITHER THE BANK, THE MUNICIPALITY, THE TRUSTEE NOR THE UNDERWRITER WILL HAVE ANY RESPONSIBILITY OR OBLIGATIONS TO SUCH DTC PARTICIPANTS OR THE BENEFICIAL OWNERS WITH RESPECT TO (A) THE ACCURACY OF ANY RECORDS MAINTAINED BY DTC OR ANY DTC PARTICIPANT; (B) THE PAYMENT BY ANY DTC PARTICIPANT OF ANY AMOUNT DUE TO ANY BENEFICIAL OWNER IN RESPECT OF THE PRINCIPAL AMOUNT OF, REDEMPTION PRICE OF, OR INTEREST ON THE BONDS; (C) THE DELIVERY BY ANY DTC PARTICIPANT OF ANY NOTICE TO ANY BENEFICIAL OWNER WHICH IS REQUIRED OR PERMITTED UNDER THE TERMS OF THE INDENTURE TO BE GIVEN TO BONDHOLDERS; (D) THE SELECTION OF THE BENEFICIAL OWNERS TO RECEIVE PAYMENT IN THE EVENT OF ANY PARTIAL REDEMPTION OF THE BONDS; OR (E) ANY CONSENT GIVEN OR OTHER ACTION TAKEN BY DTC AS BONDHOLDER.

Redemption

Optional Redemption. The Bonds (or any portions thereof in integral multiples of $5,000 each) maturing on or after __________ 1, 20__, are subject to redemption in whole or in part, in principal amounts and maturities selected by the Bank on any date on or after __________ 1, 20__, at par, plus accrued interest to the date of redemption. Under the Indenture, selection of Bonds to be redeemed within a maturity will be made by lot by the Trustee. In accordance with DTC's standard practices and its agreement with the Bank, DTC and the DTC Participants will make this selection so long as the Bonds are in book-entry form.

Notice of Redemption. Notice of the call for any redemption, identifying the Bonds (or any portions thereof in integral multiples of $5,000 each) to be redeemed (which may be a conditional notice of redemption), will be given by the Trustee at least 30 days but not more than forty-five (45) days prior to the date fixed for redemption by mailing a copy of the redemption notice by registered or certified mail to the Registered Owner of each Bond to be redeemed at the address shown on the registration records and to the Underwriter of the Bonds. Failure to mail such notice to any particular owner of Bonds, or any defect in the notice mailed to any such owner of Bonds, will not affect the validity of the call for the redemption of any other Bonds. So long as DTC or its nominee is the Registered Owner of the Bonds, notice of the call for any redemption will be given to DTC, and not directly to Beneficial Owners. See the caption, "DESCRIPTION OF THE BOND – Book-Entry-Only System."

Redemption Payments. The Trustee will apply funds deposited with the Trustee by the Bank in an amount sufficient in an amount sufficient to pay the Redemption Price of the Bonds, or portions thereof called, together with accrued interest thereon to the redemption date. After the redemption date, if proper notice of redemption by mailing has been given and sufficient funds have been deposited with the Trustee, interest will cease to accrue on the Bonds that have been called.

APPLICATION OF THE PROCEEDS OF THE BONDS

The proceeds of sale of the Bonds of $__________ will be applied as follows:

Sources of Funds

Bond Proceeds	$
Original Issue Premium	$
Total Sources of Funds	$

Uses of Funds

Deposit to General Fund, Purchase Account	$
Deposit to General Fund, Bond Issuance Expense Account*	$
Underwriter's Discount	$
Total Uses of Funds	$

*Includes payments for costs of issuance, which may include but are not limited to, legal fees and expenses, municipal advisory fees and expenses, ratings fees, municipal bond insurance fees, printing fees, and the Underwriter's Discount paid directly to the Underwriter.

THE MISSISSIPPI DEVELOPMENT BANK

General

The Bank was created in 1986 and is organized and existing under and by virtue of the Bank Act as a separate body corporate and politic for the public purposes set forth in the Bank Act. The Bank is not an agency of the State, is separate from the State in its corporate and sovereign capacity, and has no taxing power.

The Bank is granted under the Bank Act the power to borrow money and issue its bonds in such principal amounts as it shall deem necessary to provide funds to accomplish a public purpose or purposes of the State provided for under the Bank Act, including purchasing bonds, notes, or other evidences of indebtedness, such as the Qualified Obligation, from "local governmental units" such as the Municipality.

Organization and Membership of the Bank

The Bank is governed by a nine member Board of Directors. The members of the Board of Directors are elected by the members of the Mississippi Business Finance Corporation ("**MBFC**") at the time and place fixed by MBFC's by-laws. Appointments are for terms of one year. The members of the Board of Directors are as follows:

Name	Occupation	Start Term	End Term
Michael Boerner		8/1/2024	7/31/2025
Carolyn Boteler	President, TempStaff Jackson, MS	8/1/2024	7/31/2025
Noel Daniels		8/1/2024	7/31/2025
Merle Flowers		8/1/2024	7/31/2025
William L. Freeman, Jr.	Retired Banker Newton, MS	8/1/2024	7/31/2025
Bobby James	Businessman Jackson, MS	8/1/2024	7/31/2025
Colby Jordan Rogers	Director of Public Relations, The Cirlot Agency, Jackson, MS	8/1/2024	7/31/2025
William D. Sones	Chairman & CEO/Bank of Brookhaven Brookhaven, MS	8/1/2024	7/31/2025
Mark Wiggins		8/1/2024	7/31/2025

The operations of the Bank are administered by Larry W. Mobley, Executive Director.

Prior Bonds of Bank

The purpose of the Bank is to foster and promote, in accordance with the Bank Act, the borrowing of funds for public purposes by a "local governmental unit". As of __________ 1, 20_____, the Bank has previously issued bonds totaling in principal approximately $__________. Of such amount, approximately $__________ was outstanding as of __________ 1, 20_____.

The Bank is presently considering the issuance under the Act of additional special obligation bonds for other purposes authorized under the Bank Act.

The faith, credit, and taxing power of the State and the Bank are not pledged to the payment of the principal of, premium, if any, and interest on any of the bonds issued or planned for issuance by the Bank and all such bonds are not a debt, liability, loan of the credit, or pledge of the faith and credit of the State or the Bank.

FUNDS AND ACCOUNTS

Creation of Funds and Accounts

The Indenture establishes the following special Funds and Accounts to be held by the Trustee:

1. General Fund - comprised of the following:

   (a) General Account

   (b) Purchase Account

   (c) Redemption Account

   (d) Bond Issuance Expense Account

   (e) Capitalized Interest Account

2. Rebate Fund

Deposit of Net Proceeds of the Bonds, Revenues and Other Receipts

The Trustee will deposit the net proceeds from the sale of the Bonds as follows:

(a) To the Bond Issuance Expense Account of the General Fund, the amount of $__________ to pay the costs of issuance of the Bonds and the Qualified Obligation; and

(b) To the Purchase Account of the General Fund, the sum of $__________ to be used to purchase the Qualified Obligation to provide the Municipality with funds for the Project.

The Trustee will deposit Revenues and other receipts (except the proceeds of the Bonds, interest earnings on any amounts in the Rebate Fund and moneys received by the Bank from the redemption prior to maturity of the Qualified Obligation) into the General Account of the General Fund based on the amount due under the Municipality Bond Resolution for the Qualified Obligation, and will deposit any moneys received from the redemption prior to maturity of Qualified Obligation in to the Redemption Account of the General Fund.

OPERATION OF FUNDS AND ACCOUNTS

General Fund

General Account. The Trustee will disburse the amounts held in the General Account for the following purposes, and, in the event of insufficient funds to make all of such required disbursements, in the following order of priority:

(a) On or before any Interest Payment Date, to the Registered Owners such amounts as may be necessary to pay the principal and interest coming due on the Bonds on such Interest Payment Date.

(b) Such amounts as may be necessary to pay any expenses related to the Bank's Program.

(c) On or before 30 days after each anniversary of the issuance of the Bonds, the amounts to be transferred to the Rebate Fund.

(d) After making all required payments under subparagraphs (a) through (c) above, the Trustee shall make a determination of the amounts reasonably expected to be received in the form of Qualified Obligation Payments in the succeeding 12 months and shall transfer all monies in the General Account, which, together with such expected receipts for the succeeding 12 months are in excess of the amounts needed to pay principal and interest on the Bonds within the immediately succeeding twelve month period, to the Municipality at the request of the Municipality with the prior written approval of the Bank.

Capitalized Interest Account. On or before three business days next preceding each Interest Payment Date, for the period from the date of closing through __________, 20__, the Trustee shall transfer from the Capitalized Interest Account for deposit in the General Account such amount, less any amount on deposit in the General Account for the payment of interest, as shall be necessary to pay all or a portion of the interest coming due on the Bonds on such Interest Payment Date. Any amounts remaining in the Capitalized Interest Account after __________, 20__, shall be transferred to the General Account for the next payment of interest coming due on the Bonds.

Bond Issuance Expense Account. Upon receipt of invoices or requisitions acceptable to the Trustee, the Trustee will disburse the amounts held in the Bond Issuance Expense Account for the payment or reimbursement of the costs related to the authorization, issuance, sale, and validation of the Bonds and the purchase and validation of the Qualified Obligation, which items of expense shall include, but not be limited to, printing costs, costs of reproducing documents, filing and recording fees, initial fees and charges of the Trustee, legal fees and charges, professional consultants' fees, municipal advisory fees and expenses, costs of credit ratings, fees and charges for execution, transportation and safekeeping of the Bonds, credit enhancements or liquidity facility fees (which may be paid directly by the Underwriter on the date of the issuance of the Bonds), and other costs, charges, and fees in connection with the foregoing. On the date which is 60 days after the date of issuance of the Bonds, any amounts remaining in the Bond Issuance Expense Account will be transferred to the General Account.

Purchase Account. Upon submission of duly authorized written requisitions of an Authorized Officer of the Bank stating that all requirements for purchases under the Act, the Indenture, and the established policies of the Bank have been or will be met, the Trustee will disburse the amounts held in the Purchase Account to the Municipality for the purchase of the

Qualified Obligation as described under the heading "Deposit of Net Proceeds of the Bonds, Revenues, and Other Receipts".

Redemption Account. The Trustee will deposit in the Redemption Account all moneys received upon the redemption prior to maturity of the Qualified Obligation and will disburse the funds in the Redemption Account to redeem Bonds of such maturity or maturities as directed by an Authorized Officer of the Bank if such Bonds are then subject to redemption.

Rebate Fund

Upon the direction of the Bank and in accordance with the arbitrage rebate agreement or similar document regarding the expenditures and investments of the proceeds of the Bonds provided by the Bank under the Indenture (the "**Arbitrage Rebate Agreement**"), the Trustee will deposit amounts for the benefit of the Bank from the General Account in the General Fund into the Rebate Fund and will deposit into the Rebate Fund all income from investments in the Rebate Fund. In the event and to the extent that amounts in the Rebate Fund exceed the amounts required to be rebated to the United States of America, the Trustee will transfer such excess amounts to the General Account in the General Fund upon the direction of the Bank in accordance with the Arbitrage Rebate Agreement.

Not more than 60 days after five years following the date of delivery of the Bonds, and at intervals of every five years thereafter, upon the written request of the Bank the Trustee will pay to the United States of America 90% of the amount required to be paid to the United States of America as of such payment date. Not later than 60 days following the retirement of all of the Bonds, upon the written request of the Bank the Trustee will pay to the United States of America 100% the amount to be paid to the United States of America. Each payment to the United States of America will be accompanied by a statement of the Bank summarizing the determination of the amount of such payment, together with copies of any reports originally filed with the Internal Revenue Service with respect to the Bonds.

With respect to the Rebate Fund, the Bank may direct the Trustee to proceed other than as set forth in the Indenture and described above by delivering to the Trustee a new Arbitrage Rebate Agreement accompanied by an opinion of Bond Counsel to the effect that compliance with such memorandum will not adversely affect the excludability from gross income for federal income tax purposes of the interest on the Bonds.

Amounts Remaining in Funds

Any amounts remaining in any Fund or Account after full payment of all of the Bonds outstanding under the Indenture, all required rebates to the United States of America and the fees, charges and expenses of the Trustee will be distributed to the Municipality, except as required by the Indenture regarding payment to holders of nonpresented Bonds.

Investment of Funds

Any moneys held as part of any Fund or Account created under or pursuant to the Indenture including the Rebate Fund shall be invested or reinvested by the Trustee as continuously as reasonably possible in such Investment Securities as may be directed by the Municipality (such direction to be confirmed in writing). All such investments shall at all times be a part of the Fund or Account in which the moneys used to acquire such investments had been deposited and, except as provided in the Indenture, all income and profits on such investments, other than from moneys on deposit in the Rebate Fund or any Account created thereunder, shall be deposited as received in the General Account of the General Fund for the Funds and Accounts for the Bonds. The Trustee may make any and all such investments through its bond department or through the bond department of any financial institution which is an affiliate of the Trustee and may trade with itself or any of its affiliates in doing so. Moneys in separate Funds and Accounts for the Bonds may be commingled for the purpose of investment or deposit, and moneys in separate Funds. Any investment losses shall be charged to the Fund or Account in which moneys used to purchase such investment had been deposited. For so long as the Trustee is in compliance with the provisions of the Indenture, the Trustee shall not be liable for any investment losses. Moneys in any Fund or Account shall be invested in Investment Securities with a maturity date, or a redemption date which shall coincide as nearly as practicable with times at which moneys in such Funds or Accounts will be required for the purposes thereof. The Trustee shall sell and reduce to cash a sufficient amount of such Investments in the respective Fund or Account whenever the cash balance therein is insufficient to pay the amounts contemplated to be paid therefrom at the time those amounts are to be paid. All investment income from the assets held in any Fund or Account, except for the Rebate Fund and any Accounts created thereunder, will be added to the General Account of the General Fund for the Funds and Accounts for the Bonds.

The Bank has certified in the Indenture to the owners of the Bonds from time to time outstanding that moneys on deposit in any Fund or Account in connection with the Bonds, whether or not such moneys were derived from the proceeds of the sale of the Bonds or from any other sources, are not intended to be used in a manner which will cause the interest on the Bonds to lose the exclusion from gross income for federal income tax purposes.

THE BONDS AS LEGAL INVESTMENTS

The Bonds shall be legal investments in which all public officers and public bodies of this State, its political subdivisions, all municipalities and municipal subdivisions, all insurance companies and associations, trust companies, savings banks and savings associations, investment companies, and other persons carrying on a banking business, all administrators, guardians, executors, trustees, and other fiduciaries, and all other persons whatsoever who are now or may hereafter be authorized to invest funds, including capital, in their control or belonging to them. The Bonds are also hereby made securities which may properly and legally be deposited with and received by all public officers and bodies of the State or any agency or political subdivisions of the state and all municipalities and public corporations for any purpose for which the deposit of bonds or other obligations of the State is now or may hereafter be authorized by law.

LITIGATION

There is not now pending or, to the Bank's knowledge, threatened any litigation restraining or enjoining the issuance, sale, execution or delivery of the Bonds or prohibiting the

Bank from purchasing the Qualified Obligation with the proceeds of such Bonds or in any way contesting or affecting the validity of the Bonds, any proceedings of the Bank taken with respect to the sale or issuance thereof, or the pledge or application of any moneys or security provided for the payment of the Bonds. Neither the creation, organization, nor existence of the Bank nor the title of any of the present Directors nor other officers of the Bank to their respective offices is being contested.

There is not now pending or, to the knowledge of the Municipality, threatened any litigation restraining or enjoining the authorization, issuance, sale, execution, or delivery of the Qualified Obligation, prohibiting the Municipality from selling the Qualified Obligation to the Bank, or in any way contesting or affecting the validity of the Qualified Obligation, any proceedings of the Municipality taken with respect to the authorization, issuance, or sale thereof, or the pledge or application of any moneys or security provided for the payment of the Qualified Obligation.

TAX TREATMENT OF ORIGINAL ISSUE DISCOUNT

The initial public offering prices each maturity of the Bonds maturing on __________ 1 of the years _____ through ________ (the "**Discount Bonds**") are being offered and sold to the public at an original issue discount ("**OID**") from the amounts payable at maturity thereon. OID is the excess of the stated redemption price at maturity (the principal amount) over the "issue price" of a Discount Bond. The issue price is of a Discount Bond is the initial offering price to the public (other than to bond houses, brokers or similar Persons acting in the capacity of underwriters or wholesalers) at which a substantial amount of the Discount Bonds of the same maturity is sold pursuant to that offering. For federal income tax purposes, OID accrues to the owner of a Discount Bond over the period to maturity based on the constant yield method, computed semiannually (or over a shorter permitted compounding interval selected by the owner). The portion of OID that accrues during ownership of a Discount Bond (a) is interest excludable from the owner's gross income for federal income tax purposes to the same extent, and subject to the same considerations discussed above, as other interest on the Bonds, and (b) is added to the owner's tax basis for purposes of determining gain or loss on the maturity, redemption, prior sale or other disposition of that Discount Bond. A purchaser of a Discount Bond in the initial public offering at the price for that Discount Bond stated on the inside cover of this Official Statement who holds that Discount Bond to maturity will realize no gain or loss upon the retirement of that Discount Bond.

Owners of Discount Bonds should consult their own tax advisers as to the federal tax consequences and the treatment of bond discount for purposes of state and local taxes on income.

TAX TREATMENT OF ORIGINAL ISSUE PREMIUM

The initial public offering prices of each maturity of the Bonds maturing __________ 1 in the years 20__ through and including 20__ (collectively, the "**Premium Bonds**"), are more than the amounts payable at the maturity dates thereof as set forth on the inside front cover of this Official Statement. Under the Code, the difference between the principal amount of a Premium Bond and the cost basis of such Premium Bond to its owner (other than an owner who holds such a Premium Bond as inventory, stock in trade or for sale to customers in the ordinary course of business) is "bond premium." Bond premium is amortized over the term of such a Premium Bond for federal income tax purposes. The owner of a Premium Bond is required to decrease his basis in such Premium Bond by the amount of amortizable bond premium attributable to each taxable year he holds the Premium Bond. The amount of the amortizable bond premium attributable to each taxable year is determined on an actuarial basis at a constant interest rate compounded on each Interest Payment Date. The amortizable bond premium attributable to a taxable year is not deductible for federal income tax purposes.

Owners of Premium Bonds should consult their own tax advisors with respect to the precise determination for federal income tax purposes of the treatment of bond premium upon sale, redemption or other disposition of Premium Bonds and with respect to state and local tax consequences of owning and disposing of Premium Bonds.

TAX MATTERS

In the opinion of Bond Counsel interest on the Bonds is excludable from gross income for federal income tax purposes, pursuant to Section 103 of the Code. The opinion of Bond Counsel is based on certain certifications, covenants, and representations of the Bank and the Municipality (collectively, "**Tax Covenants**") and is conditioned on continuing compliance therewith.

The Code imposes certain requirements which must be met subsequent to the issuance of the Bonds as a condition to the excludability from gross income of interest on the Bonds for federal tax purposes. Non-compliance with such requirements may cause interest on the Bonds to be includable in gross income for federal income tax purposes retroactive to its date of issue irrespective of the date on which such noncompliance occurs. Should the Bonds bear interest that is not excludable from gross income for federal income tax purposes, the market value of the Bonds would be materially and adversely affected. The Tax Covenants include covenants that (i) the Bank and the Municipality will not take or fail to take any action with respect to the Bonds if such action or omission would result in the loss of the exclusion from gross income for federal income tax purposes of interest on the Bonds, and neither the Bank nor the Municipality will act in any other manner which would adversely affect such exclusion; (ii) the Bank and the Municipality will not make any investment or do any other act or thing during the period that the Bonds are outstanding which would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code; and (iii) if required by the Code, the Bank and the Municipality will rebate any necessary amounts to the United States of America. It is not an Event of Default under the Indenture if interest on the Bonds is not excludable from gross income for federal tax purposes or otherwise pursuant to any provision of the Code, which is not in effect on the date of issuance of the Bonds.

The interest on the Bonds is not a specific preference item for purposes of the federal alternative minimum taxes. However, for tax years beginning before January 1, 20__, interest on the Bonds is included in adjusted current earnings in calculating alternative minimum taxable income on corporations.

Although Bond Counsel has rendered an opinion that interest on the Bonds is excludable from federal gross income and that the Bonds are exempt from State income tax, the accrual or receipt of interest on the Bonds may otherwise affect a bondholder's federal income tax or State tax liability. The nature and extent of these other tax consequences will depend upon the bondholder's particular tax status and a bondholder's other items of income or deduction. Taxpayers who may be affected by such other tax consequences include, without limitation, financial institutions, certain insurance companies, S corporations, certain foreign corporations, individual recipients of Social Security or railroad retirement benefits, and taxpayers who may be deemed to have incurred (or continued) indebtedness to purchase or carry the Bonds. Bond Counsel expresses no opinion regarding any other such tax consequences. Prospective purchasers of the Bonds should consult their own tax advisors with regard to the other tax consequences of owning the Bonds.

In the opinion of Bond Counsel, interest on the Bonds is exempt from income taxation in the State under existing laws, regulations, rulings, and judicial decisions. This opinion relates only to the exemption of interest on the Bonds for State income tax purposes.

From time to time, there are legislative proposals introduced and regulatory actions proposed or announced at the federal or state level that, if enacted, could alter or amend directly or indirectly relevant federal and state tax matters, including, without limitation, those mentioned hereinabove or could adversely affect the market value of the Bonds. It cannot be predicted whether or when or in what form any such legislative or regulatory proposal might be enacted or implemented or whether if enacted or implemented it would apply to tax exempt obligations such as the Bonds issued prior to enactment or implementation. In addition, from time to time, litigation is threatened or commenced which, if concluded in a particular manner, could adversely affect relevant tax matters or the market value of the Bonds. It cannot be predicted how any particular litigation or judicial action will be resolved or whether the Bonds or the market value thereof would be impacted thereby. Purchasers of the Bonds should consult their tax advisors regarding any pending or proposed legislation, regulatory initiatives or litigation. The opinions expressed by Bond Counsel are based upon existing legislation and regulations as interpreted by relevant judicial and regulatory authorities as of the date of issuance and delivery of the Bonds and Bond Counsel has expressed no opinion as of any date subsequent thereto or with respect to any pending or proposed legislation, regulatory initiatives, or litigation.

LEGAL MATTERS

Certain legal matters incident to the authorization and issuance of the Bonds by the Bank are subject to the approval of Bond Counsel whose approving opinion will be delivered concurrently with the delivery of Bonds. Certain legal matters will be passed upon for the Bank by its counsel, Balch & Bingham LLP, Jackson, Mississippi, and for the Municipality by its counsel, Mills, Scanlon, Dye & Pittman, Ridgeland, Mississippi.

The remedies available to the Trustee, to the Bank, to the Bond Insurer, or to the owners of the Bonds upon an Event of Default under the Indenture or under the terms of the Qualified Obligation purchased by the Bank are in many respects dependent upon judicial actions which are often subject to discretion and delay. Under existing constitutional and statutory law and judicial decisions, including specifically the Bankruptcy Code, the remedies provided in the Indenture and under the Municipality Bond Resolution may not be readily available or may be limited. The various legal opinions to be delivered concurrently with the delivery of the Bonds will be qualified as to the enforceability of the various legal instruments by limitations imposed by bankruptcy, reorganization, insolvency, or other similar laws affecting the rights of creditors generally (regardless of whether such enforceability is considered in a proceeding in equity or in law), by general principles of equity (regardless of whether such proceeding is considered in a proceeding in equity or at law) and by the valid exercise of the constitutional powers of the State and the United States of America.

BOND RATINGS

_____ ("_____"), has assigned its municipal bond rating of "__________" to the Bonds. An explanation of the significance of such rating may be obtained from _____. The rating reflects only the view of _____ and neither the Bank nor the Municipality makes any representations as to the appropriateness of such municipal bond rating.

_____ ("_____"), is expected to assign its municipal rating of "__________" to the Bonds, as a result of the Municipal Bond Insurance Policy issued by _____ ("Bond Insurer") at the time of delivery of the Bonds (see "BOND INSURANCE" and **APPENDIX G**). An explanation of the significance of such rating may be obtained from _____. The rating reflects only the view of _____ and the Municipality makes no representation as to the appropriateness of such rating.

BOND INSURANCE

[insert Bond Insurer information here]

CONTINUING DISCLOSURE

The Municipality will execute a Continuing Disclosure Agreement for the benefit of holders of the Bonds wherein the Municipality will agree to provide annually certain financial information and operating data relating to the Municipality (the "Annual Reports"), and to provide notices through the Electronic Municipal Market Access ("EMMA") system established by the Municipal Securities Rulemaking Board (the "MSRB") (or such other system as may be subsequently authorized by the MSRB). The Annual Reports and notices of material events will be filed by the Municipality through the EMMA system (or such other system as may be subsequently authorized by the MSRB). The specific nature of the information to be contained in the Annual Reports or the notices of material events and the other provisions of the Continuing Disclosure Agreement are set forth in **Appendix F** hereto.

A failure by the Municipality to comply with the Continuing Disclosure Agreement must be reported in accordance with Rule 15c2-12 (the "Rule") promulgated by the Securities and Exchange Commission of the United States of America and must be considered by any broker, dealer, or municipal securities dealer before recommending the purchase or sale of the Bonds in the secondary market. Consequently, such a failure may adversely affect the transferability and liquidity of the Bonds and their market price.

The Municipality's intention is to file the information required under the Continuing Disclosure Agreement for the Bonds in a complete and timely manner. The Municipality has hired an independent agent to monitor compliance throughout the term of the Bonds. The Municipality has also signed up for the EMMA tickler system reminders.

The Municipality is obligated to make continuing disclosure filings under certain prior continuing disclosure agreements which require annual operating information and financial statements to be filed annually. These continuing disclosure agreements set forth various deadlines for filing financial statements. As new continuing disclosure agreements are entered into and the obligations under prior continuing disclosure agreements terminate, the Municipality's goal is to make the information required to be filed and the submission deadlines uniform to facilitate compliance.

[insert disclosure information here]

For a summary of the Municipality's continuing disclosure undertaking regarding the Bonds, see **Appendix F** attached hereto.

MUNICIPAL ADVISOR

The Municipality has retained Government Consultants, Inc., Madison, Mississippi, as Municipal Advisor in connection with the issuance and sale of the Bonds. In such capacity, the Municipal Advisor has provided recommendations and other financial guidance to the Municipality with respect to the preparation of documents, the preparation for the sale of the Bonds, the time of the sale, tax-exempt bond market conditions, and other factors related to the sale of the Bonds. Although the Municipal Advisor performed an active role in the drafting of this Official Statement, it has not independently verified any of the information set forth herein.

UNDERWRITING

Crews & Associates, Inc., Little Rock, Arkansas (the "Underwriter"), as shown on the cover page hereof, has agreed to purchase the Bonds, subject to certain conditions, at a purchase price of $__________, representing the maximum aggregate principal amount of the Bonds of $___________, less an underwriting discount of $__________, plus a net original issue premium of $___________. The obligation of the Underwriter to purchase the Bonds is subject to certain terms and conditions set forth in a Bond Purchase Agreement entered into between the Underwriter, the Bank, and the Municipality. The Bonds may be offered and sold to certain dealers, banks, and others at prices lower than the initial offering prices shown on the inside cover page of this Official Statement, and such initial offering prices may be changed from time to time by the Underwriter.

VALIDATION

Prior to issuance, the Bonds will be validated before the Chancery Court of the First Judicial District of Hinds County, Mississippi, as provided by Sections 31-13-1 *et seq.*, Mississippi Code of 1972, as amended. Prior to issuance, the Qualified Obligation will be validated before the Chancery Court of the First Judicial District of Hinds County, Mississippi, as provided by Sections 31-13-1 *et seq.*, Mississippi Code of 1972, as amended.

MISCELLANEOUS

The Bank's offices are located at 735 Riverside Drive, Suite 300, Jackson, Mississippi 39202, telephone (601) 355-6232.

All quotations from, and summaries and explanations of, the Act, the Indenture, and the Municipality Bond Resolution contained in this Official Statement do not purport to be complete, and reference is made to each such document or instrument for full and complete statements of its provisions. The attached appendices are an integral part of this Official Statement and must be read together with all of the foregoing statements. Copies in reasonable quantity of the Act, the Indenture, the Municipality Bond Resolution, and the supplemental materials furnished to the Bank by the Municipality may be obtained upon written request to the Bank.

Neither any advertisement of the Bonds nor this Official Statement is to be construed as constituting an agreement with the purchasers of the Bonds. So far as any statements are made in this Official Statement involving matters of opinion, whether or not expressly so stated, they are intended merely as such and not as representations of fact.

This Official Statement has been duly approved, executed, and delivered by the Bank. The Bank will provide copies of this Official Statement to be distributed to the purchasers of the Bonds.

Mississippi Development Bank

By: ______________________________
Larry W. Mobley, Executive Director

Appendix A

General Information Regarding the Municipality and its Economy

Appendix B

Audited Financial Statements of the Municipality for the Fiscal Year Ended September 30, 20__; Budgets for the Municipality for the Fiscal Year Ended September 30, 20__

<u>Appendix C</u>

Form of the Municipality Bond Resolution and the Qualified Obligation

Appendix D

Form of Bond Counsel Opinion

Appendix E

Definitions

Appendix F

Form of Continuing Disclosure Agreement

Appendix G

Specimen Municipal Bond Insurance Policy

Exhibit F

Form of the Placement Agreement

PLACEMENT AGREEMENT

This Placement Agreement, dated __________, 20__ (the "Placement Agreement"), is by and between the Mississippi Development Bank (the "Bank"), the City of Byram, Mississippi (the "Municipality"), and Crews & Associates, Inc., Little Rock, Arkansas, as placement agent (the "Placement Agent").

WITNESSETH:

WHEREAS, the Mississippi Development Bank (the "Bank"), a public body corporate and politic of the State of Mississippi (the "State"), is authorized and empowered by the provisions of Sections 31-25-1 *et seq.*, Mississippi Code of 1972, as amended (the "Bank Act"), to, among other things, issue bonds of the Bank for the purpose of purchasing securities of "local governmental units" (as defined in the Bank Act) and the making of loans to "local governmental units" to accomplish a public purpose as set forth under the Bank Act (the "Program").

WHEREAS, the Bank is further authorized to issue revenue bonds for the purpose of providing funds to pay all or a part of the cost of purchasing the aforementioned securities of such "local governmental units" and to pledge or assign any money, rents, charges, fees, or other revenues and any proceeds derived from the securities of such "local governmental units".

WHEREAS, the Municipality is a political subdivision duly created and validly existing pursuant to the Constitution and laws of the State, and constitutes a "local governmental unit" within the meaning of the Bank Act.

WHEREAS, the Mayor and Board of Aldermen (the "Governing Body") of the City of Byram, Mississippi (the "Governing Body" of the "Municipality"), acting for and on behalf of the Municipality, are authorized by the Bank Act, by Senate Bill 2152, as approved by the Legislature of the State (the "Legislature") in its Regular Session 2023 and signed by the Governor of the State (the "Governor") on April 3, 2023 (together, the "Local and Private Act"), and Sections 21-33-301 *et seq.*, Mississippi Code of 1972, as amended and supplemented from time to time (the "Municipal Improvements Act") (together, the "Act"), to issue general obligation bonds of the Municipality for the purposes set forth therein, including, but not limited to, (a) providing funds to promote, construct, finance, operate, equip, lease, and maintain existing and new parks and recreation facilities and equipment within the Municipality and to pay the principal of and interest on bonds issued pursuant to the Local and Private Act (the "Special Sales Tax Authorized Purpose"), (b) providing funds for the purpose of: erecting municipal buildings, auditoriums, community centers, gymnasiums and athletic stadiums, preparing and equipping athletic fields, and purchasing buildings or land therefor, and for repairing, improving, adorning and equipping the same; erecting or purchasing waterworks, gas, electric and other public utility plants or distribution systems or franchises, and repairing, improving and extending the same; establishing sanitary, storm, drainage or sewerage systems, and repairing, improving and extending the same; protecting the municipality, its streets and sidewalks from overflow, caving banks and other like dangers; constructing, improving or paving streets, sidewalks, driveways, parkways, walkways or public parking facilities, and purchasing land therefor; purchasing land for parks and public playgrounds, and improving, equipping and adorning the same, including the constructing, repairing and equipping of swimming pools and other recreational facilities; constructing bridges and culverts; altering or changing the channels of streams and water courses to control, deflect or guide the current thereof; purchasing fire-fighting equipment and apparatus, and providing housing for same, and purchasing land therefor; purchasing machinery and equipment which have an expected useful life in excess of 10 years (the "General Municipal Improvements Authorized Purpose"), and (c) other authorized purposes under the Act, including paying capitalized interest, funding a debt service reserve fund, and paying the costs of issuance for the Bank Bonds and the Qualified Obligation (as defined hereinbelow) (collectively, the "Project").

WHEREAS, on November 14, 2024, and December 12, 2024, the Governing Body adopted resolutions authorizing and directing the issuance of its General Obligation Parks and Recreation Improvement Bonds, in the maximum aggregate principal amount of $9,500,000 (the "Qualified Obligation"), and the sale thereof to the Bank pursuant to the Act to finance the costs of the Project (together, the "Municipality Bond Resolution"); and

WHEREAS, the Qualified Obligation is expected to be purchased by the Bank in accordance with the terms and conditions of the Act and this Agreement; and

WHEREAS, pursuant to the Act, and a resolution adopted on December 11, 2024, by the Board of Directors (the "Board") of the Bank (the "Bank Bond Resolution"), the Bank is authorized to issue its Special Obligation Bonds, Series 2024 (Byram, Mississippi, Parks and Recreation General Obligation Bond Project), in the maximum aggregate principal amount of $9,500,00 (the "Bonds"), to provide funds to provide funds to purchase the Qualified Obligation to provide funds for the Project.

WHEREAS, the Municipality and the Bank desire that the Placement Agent act as their agent in connection with the private placement of the Bonds.

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

Section 1. Definitions.

All capitalized terms used herein and not otherwise herein defined shall have the meanings ascribed to them in the Bank Bond Resolution and in the Municipality Bond Resolution.

Section 2. Appointment of Placement Agent.

Pursuant to the Bank Bond Resolution, the Municipality Bond Resolution, and this Placement Agreement, the Municipality and the Bank hereby appoint the Placement Agent as exclusive placement agent with respect to the private placement of the Bonds, and the Placement Agent hereby accepts such appointment, with such duties as described herein, in the Bank Bond Resolution, and in the Municipality Bond Resolution.

Section 3. Background.

(a) The Bonds will be issued pursuant to the Act and the Constitution and statutes of the State, and by the further authority of proceedings duly had by the Board of the Bank and the

Governing Body of the Municipality, including the Bank Bond Resolution and the Municipality Bond Resolution.

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

(c) The Bonds will be secured by the pledge effected by the Indenture of Trust, dated the date of issuance and delivery of the Bonds (the "Indenture"), by and between the Bank and __________, __________, __________, a __________ with corporate trust powers qualified to act as trustee under the Indenture designated (originally or as a successor) as trustee for the owners of the Bonds issued and secured under the terms of the Indenture, to be hereinafter designated (the "Trustee"), and acknowledged by the Municipality, and shall be limited and special obligations of the Bank payable solely from and secured by the Revenues (as defined in the Indenture) and other funds of the Bank pledged under the Indenture, which Revenues and funds include payments by the Municipality on the Qualified Obligation derived from the avails of Special Sales Tax (as defined in the Municipality Bond Resolution) and the full faith and credit of the Municipality. The Bonds will not constitute a debt, liability, moral obligation, or general obligation of the Bank, the State, or any political subdivision thereof other than the Municipality, or a pledge of the faith and credit of the Bank, the State, or any political subdivision thereof other than the Municipality, but are payable solely as hereinabove provided and will not directly, indirectly, or contingently obligate the State to levy or to pledge any form of taxation whatsoever for the payment thereof.

(d) The Bonds will contain the terms and provisions described in the Bank Bond Resolution and in the Municipality Bond Resolution and will bear interest at the rates and mature on the dates all as more fully described in the Term Sheet, term sheet, commitment to finance, or similar document providing for the sale and purchase of the Bonds by and between the Bank and the Purchaser (as defined hereinafter) and acknowledged by the Municipality (the "Term Sheet").

(e) No preliminary official statement, final official statement, or other disclosure document will be distributed in connection with the sale and issuance of the Bonds.

Section 4. Placement of the Bonds.

The Placement Agent hereby agrees, as the agent of the Municipality, to use its reasonable best efforts to place the Bonds with qualified institutional buyers or institutional investors (the "Purchaser" or "Purchasers") in an offering which meets the requirements for the exemption set forth in Securities and Exchange Commission Regulation 15c2-12(d)(1), as further detailed in the Term Sheet.

Section 5. Payment of the Purchase Price.

The Placement Agent agrees that it will on the date of issuance and delivery of the Bonds to the Purchaser (the "Closing Date") cause the Purchaser to transfer to the Trustee the purchase price of the Bonds in immediately available funds.

Section 6. Limitation.

Nothing contained in this Placement Agreement shall obligate the Placement Agent to purchase the Bonds in the event that any Purchaser fails to pay the purchase price of the Bonds to be purchased by the Purchaser or in the event the Placement Agent is unable to arrange for the purchase of the Bonds.

Section 7. Fees and Expenses.

(a) Upon receipt of payment in full of the purchase price of the Bonds as provided in Section 5, the Municipality agrees to pay the Placement Agent a fee for its services hereunder in the amount of $__________.

(b) Upon receipt of payment in full of the purchase price of the Bonds as provided in Section 5, the Municipality shall also pay all other fees and expenses incurred in connection with the issuance and placement of the Bonds and the preparation, execution, and delivery of this Placement Agreement, the Bonds, and any other document that may be delivered in connection herewith or therewith, including, but not limited to, (i) the fees and expenses of, if applicable, bond counsel and counsel to the Municipality, (ii) the fees and expenses of the Municipality, the Trustee, and the Paying Agent, if any, and (iii) the cost of printing, photocopying, and delivering the Bonds.

(c) All fees and expenses described in this Section shall be paid promptly upon receipt of statements therefor. The obligations of the Municipality under this Section shall survive the issuance and maturity of the Bonds.

Section 8. Representations and Covenants of the Municipality.

The Municipality represents, warrants to, and agrees with the Placement Agent that:

(a) The Municipality is a political subdivision of the State, duly organized and existing under the laws of the State.

(b) The Municipality is authorized by the provisions of the Act, the Bank Bond Resolution, and the Municipality Bond Resolution to issue the Qualified Obligation secured as set forth in the Bank Bond Resolution and in the Municipality Bond Resolution.

(c) The Municipality has complied with all provisions of the Constitution and the laws of the State pertaining to the issuance and sale of the Qualified Obligation, including the Act, and has full power and authority to authorize and thereafter consummate all transactions contemplated by this Placement Agreement and the Qualified Obligation.

(d) The Municipality has duly adopted the necessary resolutions for the issuance and sale of the Qualified Obligation, and has taken all actions and obtained all approvals necessary and appropriate to carry out the same.

(e) The Municipality has duly authorized all necessary actions to be taken by the Municipality for (i) the issuance and sale of the Qualified Obligation upon the terms set forth herein and in the Bank Bond Resolution and in the Municipality Bond Resolution, (ii) the execution, delivery, receipt, and due performance of this Placement Agreement and the Qualified Obligation, and any and all other agreements and documents as may be required to be executed, delivered, and received by the Municipality in order to consummate the transactions contemplated hereby, and (iii) the consummation of the transactions contemplated hereby.

(f) There is no action, suit, proceeding, inquiry, investigation at law or in equity or before or by any court, public board, or body pending or, to the best of the Municipality's knowledge, threatened against or affecting the Municipality (or any basis therefor), wherein an unfavorable decision, ruling, or finding would adversely affect the transactions contemplated hereby or the validity of the Qualified Obligation, this Placement Agreement, or any agreement or instrument to which the Municipality is or is expected to be a party and which is used or contemplated for use in the consummation of the transactions contemplated hereby.

(g) The execution and delivery by the Municipality of this Placement Agreement, the Qualified Obligation, and other agreements contemplated hereby and compliance with the provisions thereof will not conflict with or constitute, on the part of the Municipality, a breach of or a default under any existing law, court, or administrative regulation, decree, or order, or any agreement, indenture, mortgage, lease, or other instrument to which the Municipality is subject or by which the Municipality is or may be bound.

(h) Any certificate signed by any of the Municipality's authorized officers and delivered to the Purchaser shall be deemed a representation and warranty by the Municipality to the Purchaser as to the statements made therein.

To the knowledge of the Municipality, the Municipality is not in default, and at no time has been in default, in the payment of principal of, premium, if any, interest on, or otherwise in default with respect to bonds, notes, or other obligations which it has issued, assumed, or guaranteed

Section 9. Representations and Covenants of the Bank.

The Municipality represents and warrants to, and agrees with, the Placement Agent that:

(a) The Bank is a public body corporate and politic of the State, duly organized and existing under the laws of the State.

(b) The Bank is authorized by the provisions of the Act, the Bank Bond Resolution, and the Municipality Bond Resolution to issue the Bonds secured as set forth in the Bank Bond Resolution and in the Municipality Bond Resolution.

(c) The Bank has complied with all provisions of the Constitution and the laws of the State pertaining to the issuance and sale of the Bonds, including the Act, and has full power and authority to authorize and thereafter consummate all transactions contemplated by this Placement Agreement and the Bonds.

(d) The Bank has duly adopted the necessary resolutions and has duly authorized the execution of this Placement Agreement and the issuance and sale of the Bonds, and has taken all actions and obtained all approvals necessary and appropriate to carry out the same.

(e) The Bank has duly authorized all necessary actions to be taken by the Bank for (i) the issuance and sale of the Bonds upon the terms set forth herein and in the Bank Bond Resolution and in the Municipality Bond Resolution, (ii) the execution, delivery, receipt, and due performance of this Placement Agreement and the Bonds, and any and all other agreements and documents as may be required to be executed, delivered, and received by the Bank in order to consummate the transactions contemplated hereby, and (iii) the consummation of the transactions contemplated hereby.

(f) There is no action, suit, proceeding, inquiry, investigation at law or in equity or before or by any court, public board, or body pending or, to the best of the Bank's knowledge, threatened against or affecting the Bank (or any basis therefor), wherein an unfavorable decision, ruling, or finding would adversely affect the transactions contemplated hereby or the validity of the Bonds, this Placement Agreement or any agreement or instrument to which the Bank is or is expected to be a party and which is used or contemplated for use in the consummation of the transactions contemplated hereby.

(g) The execution and delivery by the Bank of this Placement Agreement, the Bonds, and other agreements contemplated hereby and compliance with the provisions thereof will not conflict with or constitute, on the part of the Bank, a breach of or a default under any existing law, court, or administrative regulation, decree, or order, or any agreement, indenture, mortgage, lease, or other instrument to which the Bank is subject or by which the Bank is or may be bound.

(h) Any certificate signed by any of the Bank's authorized officers and delivered to the Purchaser shall be deemed a representation and warranty by the Bank to the Purchaser as to the statements made therein.

To the knowledge of the Bank, the Bank is not in default, and at no time has it been in default, in the payment of principal of, premium, if any, interest on, or otherwise in default with respect to bonds, notes, or other obligations which it has issued, assumed or guaranteed.

Section 10. Governing Law.

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

Section 11. Representations and Covenants of the Placement Agent.

The Placement Agent represents and warrants to, and agrees with, the Municipality and the Bank that:

(a) The Bonds will be sold and purchased as set forth in Section 4 hereof through a private sale.

(b) The number of Purchasers computed in accordance with Regulation 15c2-12(d)(1) of the Securities and Exchange Commission will not exceed 35.

(c) The Placement Agent will obtain from the Purchaser an executed copy of the Term Sheet and an "investment letter" or other certificate representing and warranting to the Municipality as follows:

(i) the Purchaser is not purchasing for more than one account or with a view to distributing the Bonds;

(ii) the Purchaser has such knowledge and experience in financial and business matters that it is capable of evaluating the risks and merits of purchasing the Bonds, without reliance upon others;

(iii) the Purchaser has read and understands the Bank Bond Resolution and the Municipality Bond Resolution;

(iv) the Purchaser has had an opportunity to obtain and has obtained from the Municipality all of the information, documents, and materials it regards as necessary to evaluate the merits and risks of its purchase of the Bonds; and

(v) while the Purchaser has no present intention to resell or otherwise dispose of all or any part of its Bonds, the Purchaser assumes responsibility for disclosing all material information in compliance with all applicable federal and state securities laws in the event of its resale of the Bonds.

(d) The Municipality acknowledges and agrees that this Placement Agreement does not constitute a guarantee by the Placement Agent to arrange the placement of the Bonds. It is understood that the obligations of the Placement Agent under this Placement Agreement are to use reasonable efforts throughout the term of this Placement Agreement to perform the services described herein. The Municipality acknowledges and agrees that the Placement Agent is being retained to act solely as placement agent for the Bonds, and not as an agent, advisor, or fiduciary to the Municipality, and that this Placement Agreement is not intended to confer rights or benefits on any member, affiliate, shareholder, or creditor of the Municipality, or any other person or entity, or to provide the Municipality or any other person with any assurances that the transaction will be consummated. The Placement Agent shall act as an independent contractor under this Placement Agreement, and not in any other capacity, including as a fiduciary. The Municipality acknowledges and agrees that: (i) the transaction contemplated by this Placement Agreement is an arm's length, commercial transaction between the Municipality and the Placement Agent in which the Placement Agent is acting solely as a principal and is not acting as a municipal advisor, financial advisor, or fiduciary to the Municipality; (ii) the Placement Agent has not assumed any advisory or fiduciary responsibility to the Municipality with respect to the transaction contemplated hereby and the discussions, undertakings, and procedures leading thereto (irrespective of whether Placement Agent has provided other services or is currently providing other services to the Municipality on other matters); (iii) the only obligations the Placement Agent has to the Municipality with respect to the transaction contemplated hereby expressly are set forth in this Placement Agreement; and (iv) the Municipality has consulted its own legal, accounting, tax, financial, and other advisors, as applicable, to the extent it has deemed appropriate.

(e) The Bank acknowledges and agrees that this Placement Agreement does not constitute a guarantee by the Placement Agent to arrange the placement of the Bonds. It is understood that the obligations of the Placement Agent under this Placement Agreement are to use reasonable efforts throughout the term of this Placement Agreement to perform the services described herein. The Bank acknowledges and agrees that the Placement Agent is being retained to act solely as placement agent for the Bonds, and not as an agent, advisor, or fiduciary to the Bank, and that this Placement Agreement is not intended to confer rights or benefits on any member, affiliate, shareholder, or creditor of the Bank, or any other person or entity, or to provide the Bank or any other person with any assurances that the transaction will be consummated. The Placement Agent shall act as an independent contractor under this Placement Agreement, and not in any other capacity, including as a fiduciary. The Bank acknowledges and agrees that: (i) the transaction contemplated by this Placement Agreement is an arm's length, commercial transaction between the Bank and the Placement Agent in which the Placement Agent is acting solely as a principal and is not acting as a municipal advisor, financial advisor, or fiduciary to the Bank; (ii) the Placement Agent has not assumed any advisory or fiduciary responsibility to the Bank with respect to the transaction contemplated hereby and the discussions, undertakings, and procedures leading thereto (irrespective of whether Placement Agent has provided other services or is currently providing other services to the Bank on other matters); (iii) the only obligations the Placement Agent has to the Bank with respect to the transaction contemplated hereby expressly are set forth in this Placement Agreement; and (iv) the Bank has consulted its own legal, accounting, tax, financial, and other advisors, as applicable, to the extent it has deemed appropriate..

Section 12. Counterparts.

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

Section 13. Binding Effect.

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

Section 14. Miscellaneous.

(a) Nothing herein shall be construed to make any party hereto an employee of any other or to establish any fiduciary relationship among the Municipality, the Bank, and the Placement Agent except as expressly provided herein.

(b) This Placement Agreement may be amended from time to time only by an instrument in writing executed by all the parties hereto.

(c) The headings contained herein are for convenience of reference only and shall not affect in any way the meaning or interpretation of this Placement Agreement.

(d) If any one or more of the covenants, provisions, or agreements contained in this Placement Agreement shall be determined by a court of competent jurisdiction to be invalid, the invalidity of such covenants, provisions, and agreements shall in no way affect the validity or effectiveness of the remainder of this Placement Agreement, and this Placement Agreement shall continue in full force to the fullest extent permitted by law.

(e) All of the representations, warranties, and covenants made in this Placement Agreement shall remain operative and in full force and effect, regardless of (i) any investigation made by or on behalf of any party hereto, or (ii) delivery of and any payment for any Bonds hereunder.

(f) The Municipality and the Bank should be aware that the Placement Agent or its affiliates may have trading and other business relationships with other participants in the proposed transaction, including with potential purchasers of the Bonds. These relationships include, but may not be limited to, trading lines frequent purchases and sales of securities and other engagements through which the Placement Agent may have, among other things, an economic interest. In addition, the Municipality and the Bank should be aware that the primary role of an underwriter is to purchase, or arrange for the placement of, securities in an arm's length commercial transaction between the Bank and the Placement Agent and that the Placement Agent has financial and other interests that differ from those of the Bank. Notwithstanding the foregoing, the Placement Agent will not receive any compensation with respect to the Bonds other than as disclosed above or otherwise disclosed to the Municipality and the Bank. The Placement Agent is involved in a wide range of activities from which conflicting interests or duties may arise. Information which is held elsewhere within Placement Agent, but which none of the Placement Agent's personnel involved in the proposed transaction actually has knowledge, will not for any purpose be taken into account in determining the Placement Agent's responsibilities to the Municipality and the Bank.

IN WITNESS WHEREOF, the parties hereto have caused this Placement Agreement to be executed in their respective names by their duly authorized officers as of this day, __________, 20__.

Crews & Associates, Inc.

By: ____________________________________

Name: __________________________________

Title: __________________________________

Mississippi Development Bank

____
Larry M. Mobley, Executive Director

City of Byram, Mississippi

____
Richard White, Mayor

<u>Exhibit G</u>

Form of the Intercept Agreement

INTERCEPT AGREEMENT

This Intercept Agreement dated __________, 20__ (the "Agreement"), is by and between the **Mississippi Development Bank**, a public body corporate and politic, created pursuant to the provisions of Section 31-25-1 *et seq*., Mississippi Code of 1972, as amended (the "Bank Act"), having its principal place of business in the City of Jackson, Mississippi (the "Bank"), and the **City of Byram, Mississippi**, a "local governmental unit" of the State of Mississippi (the "State"), created pursuant to the Constitution and laws of the State (the "Municipality"), and agreed to and accepted by __________, __________, __________ (the "Trustee").

WITNESSETH

WHEREAS, pursuant to the Bank Act, the Bank is authorized to purchase the securities of "local governmental units" (as defined in the Bank Act); and

WHEREAS, pursuant to the Qualified Obligation Purchase Agreement dated __________, 20__, between the Bank and the Municipality, the Municipality has agreed to sell, and the Bank has agreed to purchase, the General Obligation Parks and Recreation Improvement Bonds (City of Byram, Mississippi, General Obligation Public Improvement Project) of the Municipality, in an aggregate principal amount of $9,500,000, dated and issued __________, 20__ (the "Qualified Obligation"); and

WHEREAS, pursuant to the Indenture of Trust dated __________, 20__ (the "Indenture"), between the Bank and the Trustee, and acknowledged by the Municipality, the Bank has duly authorized the issuance of its $9,500,000 Mississippi Development Bank Special Obligation Bonds (City of Byram, Mississippi, General Obligation Public Improvement Project), dated and issued __________, 20__ (the "Bank Bonds"), a portion of the proceeds of which will be used to provide the funds for the purchase of the Qualified Obligation; and

WHEREAS, the Municipality is authorized under the Bank Act to agree in writing with the Bank that it may (i) withhold all or any part of monies which the Municipality is entitled to receive from time to time pursuant to any law and which is in possession of the Mississippi Department of Revenue, or any other agency, department, or commission of the State created pursuant to the laws of the State (the "State Agencies"), and (ii) pay same over to the Trustee to satisfy any delinquent payments on any securities issued by such "local governmental unit" under the provisions of the Bank Act and any other delinquent payments due and owing the Bank by such "local governmental unit", all as the same shall occur.

NOW, THEREFORE, the Bank and the Municipality agree:

Section 1. As authorized by the Bank Act, the Municipality hereby covenants, agrees, and authorizes the State Agencies to (i) withhold all or any part of monies which the Municipality is entitled to receive from time to time pursuant to any law and which is in possession of the State Agencies, including the Special Sales Tax (as defined in the Indenture) (the "Monies") and (ii) pay same over to the Trustee to satisfy any delinquent payment (the "Delinquent Payment") of the principal of, or interest on, the Qualified Obligation.

Section 2. If _____ days prior to an Interest Payment Date (or, if such date is not a Business Day, the next succeeding Business Day), there will not be sufficient amounts to make the upcoming interest and principal payments on the Qualified Obligation, the Bank hereby authorizes and directs the Trustee under the provisions of this Agreement to file this Agreement and a statement of deficiency setting forth the amount of any Delinquent Payment with the Executive Director of the Mississippi Department of Revenue and request that the Mississippi Department of Revenue or any other of the State Agencies immediately withhold or intercept a sufficient portion of Monies to the Municipality and remit payment directly to the Trustee on behalf of the Bank to satisfy any Delinquent Payment, all as permitted under the Bank Act. In any event, if the Municipality fails to make timely payments on the upcoming interest and principal payments on the Qualified Obligation, the Trustee is hereby further directed to file this Agreement with Mississippi Department of Revenue, or any of the State Agencies, and take further action to recover Monies under the Indenture.

Section 3. The Trustee shall give notice and file this Agreement and a statement of deficiency with the Mississippi Department of Revenue in the following manner:

(i) Immediately by telephone at (601) 923-700 and facsimile transmission at (601) 923-7423, ATTN: Executive Director, and

(ii) In writing by certified first-class mail or overnight courier to the Mississippi Department of Revenue, 500 Clinton Center Drive, Clinton, Mississippi, 39056, P.O. Box 1033, Jackson, Mississippi, 39215-1033, ATTN: Executive Director, or such other address as may be designated by the Executive Director for such purpose.

Section 4. The Trustee is hereby directed to pay any Monies received from the State Agencies into the General Account of the General Fund to be applied in accordance with the Indenture. In the event the deficiency is met by one or more of the State Agencies, the Trustee is hereby directed to remit to the State Agencies pro rata any amounts in excess of the deficiency, it being the intent that the Trustee only obtain funds necessary to satisfy any Delinquent Payment.

Section 5. This Agreement may be executed in one or more counterparts, any of which shall be regarded for all purposes as an original and all of which constitute one and the same instrument. The Bank and Municipality each agree that it will execute any and all documents or other instruments and take such other actions as may be necessary to give effect to the terms of this Agreement.

Section 6. No waiver of either the Bank or the Municipality of any term or condition of this Agreement shall be deemed or construed as a waiver of any other terms or conditions, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different section, subsection, paragraph, clause, phrase, or other provision of this Agreement.

Section 7. This Agreement merges and supersedes all prior negotiations, representations, and agreements between the Bank and the Municipality relating to the subject matter hereof and constitutes the entire Agreement between the Bank and the Municipality in respect hereof. Terms not otherwise defined herein shall have the meanings as defined in the Indenture.

IN WITNESS WHEREOF, we have hereunto set our hands on this Intercept Agreement as of the date first above written.

Mississippi Development Bank

____

Executive Director

ATTEST:

____

Secretary **(seal)**

IN WITNESS WHEREOF, we have hereunto set our hands on this Intercept Agreement as of the date first above written.

City of Byram, Mississippi

____

Mayor

ATTEST:

____

City Clerk

(seal)

Agreed and accepted by:

__________, as Trustee

By: ________________________________

Name: ________________________________

Title: ________________________________

(seal)

Proposal of Insurance

Prepared for:
City of Byram
P.O. Box 720222
Byram MS 39272

12/3/2024

CADENCE Insurance
A Gallagher Company

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PROPOSAL DISCLOSURES

The following disclosures are hereby made a part of this proposal. Please review these disclosures prior to signing the Client Authorization to Bind or e-mail confirmation.

Proposal Disclaimer
IMPORTANT: The proposal and/or any executive summaries outline certain terms and conditions of the insurance proposed by the insurers, based on the information provided by your company. The insurance policies themselves must be read to fully understand the terms, coverages, exclusions, limitations and/or conditions of the actual policy contract of insurance. Policy forms will be made available upon request. We make no warranties with respect to policy limits or coverage considerations of the carrier.

Compensation Disclosure
1. Gallagher Companies are primarily compensated from the usual and customary commissions, fees or, where permitted, a combination of both, for brokerage and servicing of insurance policies, annuity contracts, guarantee contracts and surety bonds (collectively "insurance coverages") handled for a client's account, which may vary based on market conditions and the insurance product placed for the client.

2. In placing, renewing, consulting on or servicing your insurance coverages, Gallagher companies may participate in contingent and supplemental commission arrangements with intermediaries and insurance companies that provide for additional compensation if certain underwriting, profitability, volume or retention goals are achieved. Such goals are typically based on the total amount of certain insurance coverages placed by Gallagher with the insurance company, not on an individual policy basis. As a result, Gallagher may be considered to have an incentive to place your insurance coverages with a particular insurance company. If you do not wish to have your commercial insurance placement included in consideration for additional compensation, contact your producer or service team for an Opt-out form.

3. Gallagher Companies may receive investment income on fiduciary funds temporarily held by them, or from obtaining or generating premium finance quotes, unless prohibited by law.

4. Gallagher Companies may also access or have an ownership interest in other facilities, including wholesalers, reinsurance intermediaries, captive managers, underwriting managers and others that act as intermediaries for both Gallagher and other brokers in the insurance marketplace some of which may earn and retain customary brokerage commission and fees for their work.

If you have specific questions about any compensation received by Gallagher and its affiliates in relation to your insurance placement, please contact your Gallagher representative for more details.

Terms and Conditions
It is important that we clearly outline the nature of our mutual relationship. The following terms and conditions (these "Terms") govern your relationship with Gallagher unless you have separately entered into a written services agreement with Gallagher relative to the policies and services outlined in the Proposal, in which case that services agreement will govern and control with respect to any conflicts with these Terms. These Terms will become effective upon your execution of the Client Authorization to Bind Coverage (the "CAB") included in this Proposal and shall survive for the duration of your relationship with Gallagher relative to the policies placed pursuant to the CAB or otherwise at your request.

Services
Gallagher will represent and assist you in all discussions and transactions with insurance companies relating to the lines of insurance coverage set forth in the CAB and any other lines of insurance coverage with which you request Gallagher's assistance. Gallagher will consult with you regarding any matters involving these or other coverages for which you have engaged Gallagher. You have the sole discretion for approving any insurance policies placed, as well as all other material decisions involving your risk management, risk transfer and/or loss prevention needs.

Although you are responsible for notifying applicable insurance companies directly in connection with any claims, demands, suits, notices of potential claims or any other matters as required by the terms and conditions of your policies, Gallagher will assist you in determining applicable claim reporting requirements.

Treatment of Information

Gallagher understands the need to protect the confidentiality and security of your confidential and sensitive information and strives to comply with applicable data privacy and security laws. Your confidential and sensitive information will be protected by Gallagher and only used to perform services for you; provided that Gallagher may disclose and transfer your information to our affiliates, agents or vendors that have a need to know such information in connection with the provision of such services (including insurance markets, as necessary, for marketing, quoting, placing and/or servicing insurance coverages). We may also disclose such information as required by applicable data protection laws or the order of any court or tribunal, subject to our providing you with prior notice as permitted by law.

We will (i) implement appropriate administrative, physical and technical safeguards to protect personal information; (ii) timely report security incidents involving personal information to affected parties and/or regulatory bodies; (iii) create and maintain required policies and procedures; and (iv) comply with data subjects' rights, as applicable. To the extent applicable under associated data protection laws, you are a "business" or "controller" and Gallagher is a "service provider" or "data processor." You will ensure that any information provided to Gallagher has been provided with any required notices and that you have obtained all required consents, if any and where required, or are otherwise authorized to transfer all information to Gallagher and enable Gallagher to process the information for the purposes described in this Proposal and as set forth in Gallaher's Privacy Policy located at https://www.ajg.com/privacy-policy/. Gallagher may update its Privacy Policy from time to time and any updates will be posted to such site.

PROPERTY

Issuing Company: *Acadia Insurance Company*
Policy Term: *January 1, 2025 to January 1, 2026*

Named Insured

NAMED INSURED	FEIN #
City of Byram	27-0504775

Location Schedule

LOC #	BLDG #	ADDRESS
1	1	141 Southpointe Drive, Byram, MS 39272-5584
2	1	550 Executive Blvd., Byram, MS 39272
2	2	550 Executive Blvd., Byram, MS 39272
2	3	550 Executive Blvd., Byram, MS 39272
3	1	5901 Terry Road, Byram, MS 39272
4	1	200 Byram Parkway, Byram, MS 39272

Coverages

LOC #	BLDG #	SUBJECT OF INSURANCE	LIMIT	CAUSES OF LOSS	VALUATION	CO-INSURANCE	DEDUCTIBLE
1	1	Building	$1,052,998	Special (Including theft)	Replacement Cost	80%	5,000
1	1	Building	$1,052,998	**Earthquake**	Replacement Cost		5%
1	1	Business Personal Property	$346,500	Special (Including theft)	Replacement Cost	80%	5,000
1	1	Business Personal Property	$346,500	**Earthquake**	Replacement Cost		5%
1	1	EDP Equipment	$415,366	Special (Including theft)	Replacement Cost	80%	$1,000
2	1	Building	$1,193,986	Special (Including theft)	Replacement Cost	80%	5,000
2	1	Building	$1,193,986	**Earthquake**	Replacement Cost		5%

LOC #	BLDG #	SUBJECT OF INSURANCE	LIMIT	CAUSES OF LOSS	VALUATION	CO-INSURANCE	DEDUCTIBLE
2	1	Business Personal Property	$115,500	Special (Including theft)	Replacement Cost	80%	5,000
2	1	Business Personal Property	$115,500	**Earthquake**	Replacement Cost		5%
2	1	EDP Equipment	$50,000	Special (Including theft)	Replacement Cost	80%	$1,000
2	2	Building	$181,561	Special (Including theft)	Replacement Cost	80%	5,000
2	2	Building	$181,561	**Earthquake**	Replacement Cost		5%
2	3	Building	$33,772	Special (Including theft)	Replacement Cost	80%	5,000
2	3	Building	$33,772	**Earthquake**	Replacement Cost		5%
3	1	Building	$1,664,841	Special (Including theft)	Replacement Cost	80%	5,000
3	1	Building	$1,664,841	**Earthquake**	Replacement Cost		5%
3	1	Business Personal Property	$173,250	Special (Including theft)			5,000
3	1	Business Personal Property	$173,250	**Earthquake**			5%
3	1	EDP Equipment	$100,000	Special (Including theft)			$1,000
4	1	Building ***1% Wind/Hail Deductible***	$2,838,660	Special (Including theft)	Replacement Cost	80%	5,000
4	1	Building	$2,838,660	**Earthquake**	Replacement Cost		5%
4	1	Business Personal Property ***1% Wind/Hail Deductible***	$144,375	Special (Including theft)	Replacement Cost	80%	5,000
4	1	Business Personal Property	$144,375	**Earthquake**	Replacement Cost		5%
4	1	EDP Equipment	$50,000	Special (Including theft)		80%	$1,000

COINSURANCE CLAUSE

Most property insurance policies contain a coinsurance provision. A Coinsurance provision requires the insured to insure the covered property to some specified percentage of its full value, either replacement cost or actual cash value – typically 80, 90 or 100 percent – in exchange for a coinsurance rate credit. If at the time of loss it is determined that the limits carried are less than those required by the coinsurance provision, the loss recovery will be limited to the same percentage of loss as the ratio of the amount of insurance carried to the amount of insurance required. The "Coinsurance Formula" Exhibit below shows the calculation of the amount payable after application of the coinsurance requirement.

Replacement Cost	$100,000
80% Limit Required	$80,000
Amount of Coverage Carried	$60,000
Amount of Loss	$40,000
Deductible	$1,000
Loss Calculation	
$40,000 X ($60,000/$80,000) - $1,000 =	$29,000
Total Claim Paid	$29,000

For the purposes of this exhibit, noncompliance with the coinsurance clause resulted in an $11,000 penalty.

PROPOSAL 01 00

Coverages	Deductible	Limit	Premium
Premier Choice Property Endorsement		Included	$ 400
Accounts Receivable		$100,000	$ Included
Appurtenant Buildings and Structures		$50,000	$ Included
Newly Acquired or Constructed Property - Buildings and/or BPP		$2,000,000	$ Included
Tenants Exterior Building Glass		Included	$ Included
Broadened Premises Boundary		1,000 Feet	$ Included
Brands and Labels		$10,000	$ Included
Credit Card Slip Theft, Disappearance or Destruction		$10,000	$ Included
Computer and Telecommunications Equipment		$50,000	$ Included
Consequential Loss to Stock		$25,000	$ Included
Debris Removal Expense (Additional Debris Removal Expense)		$50,000	$ Included
Utility Services - Direct Damage		$25,000	$ Included
Discharge from Sewers, Drains, or Sumps		$25,000	$ Included
Electronic Data		$25,000	$ Included
Employee Theft		$25,000	$ Included
Expediting Expense		$25,000	$ Included
Fire Department Service Charge		$10,000	$ Included
Fire Protection Equipment Recharge		$15,000	$ Included
Fine Arts at Market Value		$25,000	$ Included
Foundations, Underground Pipes, Flues or Drains		$50,000	$ Included
Forgery or Alteration		$25,000	$ Included
Leasehold Interest - Improvements and Betterments		$25,000	$ Included
Loss Data Preparation Cost		$25,000	$ Included
Lost Key Consequential Loss		$25,000	$ Included
Money and Securities		$25,000	$ Included
Money Orders and Counterfeit Money		$25,000	$ Included
Newly Acquired or Constructed Property - Period of Coverage		180 Days	$ Included
Non-Owned Detached Trailers		$15,000	$ Included
Property Off-Premises and In-Transit (Including Client or Virtual Office Premises)		$50,000	$ Included
Ordinance or Law - Undamaged Portion of Building		Included	$ Included
Ordinance or Law - Demolition Cost and Increased Cost of Construction		$100,000	$ Included
Outdoor Property - Retaining Walls		$2,500	$ Included
Outdoor Property		$50,000	$ Included
Personal Effects And Property Of Others		$25,000	$ Included
Pollutant Clean Up And Removal		$50,000	$ Included
Preservation of Property		90 Days	$ Included
Property in the Care, Custody, and Control of Salesperson		$15,000	$ Included
Theft of Patterns, Dies, Molds And Forms		$5,000	$ Included
Theft Damage to Leased Buildings		$15,000	$ Included

Temporary Relocation of Property (Renovation And Remodeling)	$50,000	$	Included
Reward Payment	$15,000	$	Included
Business Personal Property - Seasonal Increase	25 %	$	Included
Outdoor Signs	$25,000	$	Included
Spoilage	$25,000	$	Included
Theft of Stamps, Tickets Held for Sale	$2,500	$	Included
Theft of Furs, Fur Garments and Garments Trimmed in Fur	$10,000	$	Included
Theft of Jewelry, Watches, Semiprecious Metals	$10,000	$	Included
Tenant Building and BPP Coverage Required by Lease	$10,000	$	Included
Outdoor Property - Trees, Shrubs, Plants	$2,000	$	Included
Valuable Papers And Records (Other Than Electronic Data)	$100,000	$	Included
Business Income Endorsement	Included	$	50

OTHER COVERAGES

Location No./Building No.	Coverage	Limit	Premium
ALL	Fungus/Wet Rot/Bacteria	$15,000	$ Included

When the word "ALL" appears in the Location/Building column, the form applies once to the entire quote.

MORTGAGE HOLDER(S)

CONTRACTOR'S EQUIPMENT

Issuing Company: *Acadia Insurance Company*
Policy Term: *January 1, 2025 to January 1, 2026*

Named Insured

NAMED INSURED	FEIN #
City of Byram	27-0504775

Coverages

DESCRIPTION	LIMIT	DEDUCTIBLE
Blanket Equipment Coverage - Catastrophe Limit for any one loss or occurrence – Actual Cash Value	$2,305,040	$1,000
The most we will pay for loss to any one piece of contractor's equipment	$183,281	$1,000
Leased or Rented Equipment	$150,000	$1,000
Maximum we will pay for any leased or rented equipment	$150,000	$1,000
Equipment Loaned to Others	$50,000	$1,000
Employees Tools	$25,000	$1,000
Waterborne Equipment	$25,000	$1,000

CADENCE Insurance
A Gallagher Company

BUSINESS AUTOMOBILE – PHYSICAL DAMAGE

Issuing Company: *Acadia Insurance Company*
Policy Term: *January 1, 2025 to January 1, 2026*

Named Insured

NAMED INSURED	FEIN #
City of Byram	27-0504775

COVERED AUTO SYMBOLS		
(1) Any Auto	(4) Owned Autos Other Than Private Passenger	(7) Autos Specified On Schedule
(2) All Owned Autos	(5) All Owned Autos Which Require No-fault Coverage	(8) Hired Autos
(3) Owned Private Passenger Autos	(6) Owned Autos Subject To Compulsory U.M. Law	(9) Non-owned Autos

PHYSICAL DAMAGE COVERAGE	
Comprehensive & Collision	$ (See Schedule of Vehicles)

Vehicle Schedule

VEH #	YEAR	MAKE/MODEL VIN	COMPREHENSIVE DEDUCTIBLE	COLLISION DEDUCTIBLE
1	2003	CHEVROLET TRUCK 1GBJC34U03E360603	$2,000	$2,000
2	2011	Nissan TITAN 1N6AA0EK2BN309236	$2,000	$2,000
3	2011	FORD ESCAPE 1FMCUOC77BK184030	$2,000	$2,000
4	2011	Nissan TITAN 1N6BA0EKXBN317917	$2,000	$2,000
5	2011	FORD F150 1FTFW1CF9BFB71957	$2,000	$2,000
6	2011	CHEVROLET Silverado 3GCPKSE38BG314954	$2,000	$2,000
7	2011	PARKER 13ZRP2021B1005084	$2,000	$2,000
8	2012	Dodge Ram 1C6RD6KTXCS132589	$2,000	$2,000
9	2012	Dodge Ram 1C6RD6KT4CS175616	$2,000	$2,000

VEH #	YEAR	MAKE/MODEL VIN	COMPREHENSIVE DEDUCTIBLE	COLLISION DEDUCTIBLE
10	2012	CHEVROLET RAMP MINIVAN 1GAWGPFG5C1130270	$2,000	$2,000
11	2012	Utility Unknown 4R7B02522CT113453	$2,000	$2,000
12	2012	CHEVROLET Silverado 3GCPKSE79CG242652	$2,000	$2,000
13	2013	International 4300 3HAMMAAR7DL188013	$2,000	$2,000
14	2012	FORD F550 1FD0W5HTXCEB43440	$2,000	$2,000
15	2012	Dodge Ram 1C6RD6KP9CS274838	$2,000	$2,000
16	2013	CHEVY TAHO 1GNLC2E01DR305301	$2,000	$2,000
17	1993	E-One Model K135 15 4ENDABA82P1002352	$2,000	$2,000
18	2014	Dodge Ram 1500 1C6RR6KT3ES170265	$2,000	$2,000
19	2014	Dodge Ram 1500 1C6RR6KT7ES170267	$2,000	$2,000
20	2014	Dodge Ram 1500 1C6RR6KT9ES170268	$2,000	$2,000
21	2006	Hendrickson Unknown 44KFT42816WZ20960	$2,000	$2,000
22	2015	Chevrolet Silverado Crew Cab 1GC4KYCG6FF131295	$2,000	$2,000
23	2015	Ford Unknown 1FAHP2L89FG141120	$2,000	$2,000
24	2015	Chevrolet Silverado 1GC2KUEG2FZ532600	$2,000	$2,000
25	2016	Ford Explorer 1FM5K8AR5GGB80942	$2,000	$2,000
26	2016	FORD Explorer 1FM5K8AROGGB80945	$2,000	$2,000
27	2016	FORD Taurus 1FAHP2ML3GG102518	$2,000	$2,000
28	2016	FORD Explorer 1FM5K8AR9GGB80944	$2,000	$2,000
29	2016	Top Hat Utlity 4R7BU1213GT151323	$500	$500
30	2016	Top Hat Utility 4R7BU1212FT147715	$500	$500
31	2016	Chevrolet Silverado 1GC1CUEG2GF258424	$2,000	$2,000
32	2017	Ford Explorer 1FM5K8AR7HGB16239	$2,000	$2,000

VEH #	YEAR	MAKE/MODEL VIN	COMPREHENSIVE DEDUCTIBLE	COLLISION DEDUCTIBLE
33	2017	FORD Taurus 1FAHP2MK1HG103183	$2,000	$2,000
34	2017	FORD Taurus 1FAHP2MKXHG103182	$2,000	$2,000
35	2017	FORD Taurus 1FAHP2MK5HG103185	$2,000	$2,000
36	2017	FORD Taurus 1FAHP2MK3HG103184	$2,000	$2,000
37	2018	FORD Explorer 1FM5K8AR2JGA16037	$2,000	$2,000
38	2018	FORD Taurus 1FAHP2MKXJG104838	$2,000	$2,000
39	2018	FORD Taurus 1FAHP2MK1JG104839	$2,000	$2,000
40	2018	FORD Taurus 1FAHP2MK8JG104840	$2,000	$2,000
41	2018	FORD Explorer 1FM5K8AR1JGA37610	$2,000	$2,000
42	2018	Rescue Pumper L9-330 4EN6AAA81J1001316	$2,000	$2,000
43	2018	FORD F150 1FTEW1E53JFC47753	$2,000	$2,000
44	2019	Trailer Load Trail 4ZETD1824K1176569	$2,000	$2,000
45	2019	Dodge Durango 1C4RDHFG8KC645205	$2,000	$2,000
46	2019	FORD Taurus 1FAHP2MK8KG110123	$2,000	$2,000
47	2019	FORD Taurus 1FAHP2MK5KG106501	$2,000	$2,000
48	2019	LPR Unknown 1P91H1017KG301246	$2,000	$2,000
49	2016	Trailer Load Trail 43EUT2029G1116982	$2,000	$2,000
50	2016	Trailer Low Pro Tilt 4ZETD2022G1093862	$2,000	$2,000
51	2018	Trailer Load Trail 4ZEUT2023J1150620	$2,000	$2,000
52	2019	Trailer Unknown 4C9US1213KB251440	$2,000	$2,000
53	2011	Marlon Unknown 4C9US1018BP251009	$2,000	$2,000
54	2020	FORD Explorer 1FM5K8AB1LGB67800	$2,000	$2,000
55	2020	FORD Explorer 1FM5K8AB7LGB67803	$2,000	$2,000

VEH #	YEAR	MAKE/MODEL VIN	COMPREHENSIVE DEDUCTIBLE	COLLISION DEDUCTIBLE
56	2020	FORD Explorer 1FM5K8AB3LGB67801	$2,000	$2,000
57	2020	FORD Explorer 1FM5K8AB5LGB67802	$2,000	$2,000
58	2020	FORD F150 1FTEW1C59LFB38199	$2,000	$2,000
59	2021	FORD Explorer 1FM5K8AB1MGA96700	$2,000	$2,000
60	2021	FORD Explorer 1FM5K8AB3MGA96701	$2,000	$2,000
61	2021	FORD Explorer 1FM5K8AB5MGA96702	$2,000	$2,000
62	2021	Kenworth T370 2NKHHM7X1MM462192	$2,000	$2,000
63	2021	Dodge Ram 3C5RR6K5MG563144	$2,000	$2,000
64	2021	Dodge Charger 2C3DXAT2MH523478	$2,000	$2,000
65	2021	Chevrolet Silverado 1500 3GCUYAEF3MG208758	$2,000	$2,000
66	2022	Kenworth T370 2NKHHJ7X5NM478749	$2,000	$2,000
67	2021	Dodge Durango 1C4RDJFG9MC642372	$2,000	$2,000
68	2022	FORD Explorer 1FM5K8ABXNGA93439	$2,000	$2,000
69	2021	Dodge Durango 1C4SDJFT4MC659272	$2,000	$2,000
70	2022	Chevrolet Silverado 1500 1GCPABEK9NZ536921	$2,000	$2,000
71	2022	Dodge Charger 2C3DXKG2NH2325940	$2,000	$2,000
72	2022	Dodge Charger 2C3DXKG4NH2325950	$2,000	$2,000
73	2022	FORD F250 1FT7W2B63NEF62740	$2,000	$2,000
74	2022	Falcon Hot Box 1F9P41723NM339032	$2,000	$2,000
75	2023	Chevrolet Silverado 1GCPDBEK0PZ162712	$2,000	$2,000
76	2022	FORD F150 1FTFW1P85NKE90215	$2,000	$2,000
77	2023	Chevrolet Silverado 1500 VIN3GCUDAED2PG291839	$2,000	$2,000
78	2023	Dodge Charger 2C3CDXAT8PH534960	$2,000	$2,000

VEH #	YEAR	MAKE/MODEL VIN	COMPREHENSIVE DEDUCTIBLE	COLLISION DEDUCTIBLE
79	2023	Chevrolet Silverado 1500 3GCUDAEDXPG295086	$2,000	$2,000
80	2021	Utility Pipe 1DST522E3M1702330	$500	$500
81	2015	Trailer Load Trail 4ZECH2020F1067506	$2,000	$2,000
82	2024	Mack MD7 1M2MDBAB8RS073874	$2,000	$2,000
83	2025	Dodge Ram 1C6SRFGP6SN637136	$2,000	$2,000

Additional Interests

VEH #	NAME	INTEREST
62	BancorpSouth Equipment Finance, a division of BancorpSouth Bank 12 Thompson Park Hattiesburg , MS 39401	Loss Payee
82	Community Bank of Louisiana 3000 Fairfield Shreveport , LA 71104	Loss Payee

CADENCE Insurance
A Gallagher Company

PUBLIC OFFICIALS/GENERAL/AUTO/LAW ENFORCEMENT LIABILITY

Issuing Company: *Mississippi Municipal Liability Plan*

Policy Term: *January 1, 2025 to January 1, 2026*

Named Insured

NAMED INSURED	FEIN #
City of Byram	27-0504775

Limits

COVERAGE DESCRIPTION	LIMIT
Each Occurrence – Tort Claims	$500,000
Federal Acts per occurrence	$1,000,000

PREMIUM COMPARISON

COVERAGE	COMPANY	RENEWAL PREMIUM	EXPIRING PREMIUM
Property	Acadia Insurance Company	$86,425	$75,077
Inland Marine	Acadia Insurance Company	$46,624	$42,452
Auto Physical Damage	Acadia Insurance Company	$90,959	$112,018
General, Public Official, Law Enforcement & Auto Liability	Mississippi Municipal Liability Plan	$89,948	$94,987
TOTAL ANNUAL PREMIUM		$313,956	$324,534

Approximately 4% decrease in premium

PAYMENT PLANS

CARRIER / PAYABLE CARRIER	LINE OF COVERAGE	PAYMENT SCHEDULE	PAYMENT METHOD
Acadia Insurance Company	Property, Inland Marine, Auto Physical Damage	Quarterly	Direct to Carrier
Mississippi Municipal Liability Plan	Liability	Annual	Cadence Insurance, A Gallagher Company

*Option: Policy Billed by: Cadence Insurance, A Gallagher Company
Pay Online – https://cadenceinsurance.epaypolicy.com/
Credit Card – 3.50%

PREMIUM FINANCING

Arthur J. Gallagher is pleased to offer Premium Financing for our client.

What is Premium Financing?

Premium financing is a short-term loan that provides premium payment flexibility. By financing, you have the option to spread out your premium payments instead of paying in full at the time of policy purchase or renewal.

Why Premium Financing May be Good for Your Business?

- May improve **capital and cash flow management** by spreading out premium payments over the policy period.
- Allows for **consolidation of** multiple policies into one premium financing agreement with a single monthly or quarterly payment.
- Provides automated **ACH options and flexible payment** terms.

Want to Learn More?

If you are interested in learning more or obtaining a quote, contact your Client Services Manager.

CARRIER RATINGS AND ADMITTED STATUS

PROPOSED INSURANCE COMPANIES	A.M. BEST'S RATING & FINANCIAL SIZE CATEGORY*	ADMITTED/NON-ADMITTED**
Acadia Insurance Company	A+	Admitted
Mississippi Municipal Liability Plan		

*Gallagher companies use A.M. Best rated insurers and the rating listed above was verified on the date the proposal document was created.

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A Best's Financial Strength Rating is an independent opinion of an insurer's financial strength and ability to meet its ongoing insurance policy and contract obligations. It is not a warranty of a company's financial strength and ability to meet its obligations to policyholders. Best's Credit Ratings™ are under continuous review and subject to change and/or affirmation. For the latest Best's Credit Ratings™ and Guide to Best's Credit Ratings, visit the A.M. Best website at http://www.ambest.com/ratings.

**If coverage placed with a non-admitted carrier, it is doing business in the state as a surplus lines or non-admitted carrier, and is neither subject to the same regulations as an admitted carrier nor do they participate in any state insurance guarantee fund.

Gallagher companies make no representations and warranties concerning the solvency of any carrier, nor does it make any representation or warranty concerning the rating of the carrier which may change.

COVERAGE DISCUSSION CHECKLIST

These items are for discussion only and do not represent all of your potential exposures. This is only a brief summary, not a contract. Please see policy for full details, limitations and exclusions.

PROPERTY
- ✓ Accounts Receivable / Valuable Papers
- ✓ Equipment Breakdown
- ✓ Electronic Data Processing Equipment
- ✓ Equipment Floaters
- ✓ Flood / Earthquake / Wind
- ✓ Ordinance or Law
- ✓ Business Income / Extra Expense / Loss of Rents
- ✓ Signs / Glass
- ✓ Off-Premises Power Failure
- ✓ Cargo
- ✓ Riot & Commotion
- ✓ Certified and Non-Certified Terrorism
- ✓ Dependent Property

CRIME
- ✓ Employee Dishonesty
- ✓ ERISA
- ✓ Forgery or Alteration
- ✓ Money and Securities
- ✓ In-Transit
- ✓ Money Orders / Counterfeit Money
- ✓ Computer Crime
- ✓ Computer Fraud
- ✓ Funds Transfer Fraud
- ✓ Claims Expense

OTHER
- ✓ Foreign Coverage
- ✓ Kidnap and Ransom
- ✓ Travel Accident
- ✓ Aviation

LIABILITY
- ✓ Employee Benefits
- ✓ Directors and Officers
- ✓ Employment Practices
- ✓ Fiduciary
- ✓ Cyber
- ✓ Liquor
- ✓ Pollution
- ✓ Product Recall
- ✓ Professional / Errors and Omissions
- ✓ Stop-Gap Workers' Compensation
- ✓ Garage
- ✓ Railroad Protective
- ✓ Terrorism
- ✓ MCS-90
- ✓ Employees As Insureds

AUTOMOBILE
- ✓ Drive Other Car
- ✓ Hired / Non-Owned Auto Liability
- ✓ Hired Car Physical Damage

WORKERS' COMPENSATION
- ✓ U.S. Longshoremen's and Harbor Workers
- ✓ Jones Act
- ✓ Maritime
- ✓ Stop-Gap
- ✓ Foreign

EXCESS LIABILITY
- ✓ Terrorism

CLIENT AUTHORIZATION TO BIND COVERAGE

City of Byram

After careful consideration of Gallagher's proposal dated 12/3/2024 , we accept the following coverage(s). Please check the desired coverage(s) and note any coverage amendments below:

COVERAGE/CARRIER	TRIA	DESCRIPTION/MAJOR DIFFERENCES
☐ Accept ☐ Reject	☐ Accept ☐ Reject	
☐ Accept ☐ Reject	☐ Accept ☐ Reject	
☐ Accept ☐ Reject	☐ Accept ☐ Reject	
☐ Accept ☐ Reject	☐ Accept ☐ Reject	
☐ Accept ☐ Reject	☐ Accept ☐ Reject	
☐ Accept ☐ Reject	☐ Accept ☐ Reject	

*For this coverage, TRIA cannot be rejected

Please note the recommendations and considerations summarized in this section are not intended to identify all potential exposures. Gallagher is not an expert in all aspects of your business and assumes no responsibility to independently investigate the risks your business faces. Gallagher has relied upon the information you provided in making our Insurance Proposals. If you are interested in pursuing additional coverages other than those listed above, please list the additional coverages in the Client Authorization to Bind.

Additional Recommended Coverages
Gallagher recommends that you purchase the following additional coverages for which you have exposure. By checking the box(es) below, you are requesting that Gallagher provide you with a Proposal for this coverage. By not requesting a Proposal for this coverage, you assume the risk of any uncovered loss.

Other Coverages to Consider
☐ Cyber Liability
☐ Flood
☐ Earthquake
☐ Umbrella
☐ Employment Practices Liability

The above coverage(s) does not necessarily represent the entirety of available insurance products. If you are interested in pursuing additional coverages other than those listed in the Additional Recommended Coverages, please list below:

___

___

___

COVERAGE AMENDMENTS AND NOTES:

___

___

___

City of Byram

Fee Agreement: *In addition to* **OR** in lieu of commission received by Gallagher for the policy term reflected herein, effective: **XX/XX/20XX** Gallagher will receive a fee of: **$X,XXX.00** for:

☐ Placement of Insurance Coverage
☐ Maintenance and Management of the Account
☐ Loss/Risk Control Services
☐ Claim Advocacy Services
☐ Consulting Services
☐ Data Analysis Program Studies
☐ Umbrella Limits Analysis
☐ Pool Administration
☐ Program Administration
☐ Risk Purchasing Group or Risk Retention Group Program Administration Fees, and/or
☐ Other

This fee IS NOT refundable, is fully earned by signing below, and is due and payable within thirty (30) days of such signing. Any placements that require the payment of additional state or federal taxes and/or fees are the client's responsibility.

By accepting this fee agreement, you agree and understand that it reflects services to be provided that have been discussed with and fully disclosed to you, and the above fee is consistent with your understanding. This agreement and any disputes that arise out of this fee agreement shall be governed by the laws of the state of Illinois.

Exposures and Values
You confirm the payroll, values, schedules, and any other information pertaining to your operations, and submitted to the underwriters, were compiled from information provided by you. If no updates were provided to Gallagher, the values, exposures and operations used were based on the expiring policies. You acknowledge it is your responsibility to notify Gallagher of any material change in your operations or exposures.

Additional Terms and Disclosures
Gallagher is not an expert in all aspects of your business. Gallagher's Proposals for insurance are based upon the information concerning your business that was provided to Gallagher by you. Gallagher expects the information you provide is true, correct and complete in all material respects. Gallagher assumes no responsibility to independently investigate the risks that may be facing your business, but rather have relied upon the information you provide to Gallagher in making our insurance Proposals.

Gallagher's liability to you arising from any of Gallagher's acts or omissions will not exceed $20 million in the aggregate. The parties each will only be liable for actual damages incurred by the other party, and will not be liable for any indirect, special, exemplary, consequential, reliance or punitive damages. No claim or cause of action, regardless of form (tort, contract, statutory, or otherwise), arising out of, relating to or in any way connected with the Proposal, any of Gallagher's services or your relationship with Gallagher may be brought by either party any later than two (2) years after the accrual of the claim or cause of action.

Gallagher has established security controls to protect Client confidential information from unauthorized use or disclosure. For additional information, please review Gallagher's Privacy Policy located at https://www.ajg.com/privacy-policy/.

City of Byram

You have read, understand and agree that the information contained in the Proposal and all documents attached to and incorporated into the Proposal, is correct and has been disclosed to you prior to authorizing Gallagher to bind coverage and/or provide services to you. By signing below, or authorizing Gallagher to bind your coverage through email when allowed, you acknowledge you have reviewed and agree with terms, conditions and disclosures contained in the Proposal.

By: ____
Print Name (Specify Title)

City of Byram
Company

____
Signature

Date: ____

City of Byram

Exposures and Values
You confirm the payroll, values, schedules, and any other information pertaining to your operations, and submitted to the underwriters, were compiled from information provided by you. If no updates were provided to Gallagher, the values, exposures and operations used were based on the expiring policies. You acknowledge it is your responsibility to notify Gallagher of any material change in your operations or exposures.

Additional Terms and Disclosures
Gallagher is not an expert in all aspects of your business. Gallagher's Proposals for insurance are based upon the information concerning your business that was provided to Gallagher by you. Gallagher expects the information you provide is true, correct and complete in all material respects. Gallagher assumes no responsibility to independently investigate the risks that may be facing your business, but rather have relied upon the information you provide to Gallagher in making our insurance Proposals.

Gallagher's liability to you arising from any of Gallagher's acts or omissions will not exceed $20 million in the aggregate. The parties each will only be liable for actual damages incurred by the other party, and will not be liable for any indirect, special, exemplary, consequential, reliance or punitive damages. No claim or cause of action, regardless of form (tort, contract, statutory, or otherwise), arising out of, relating to or in any way connected with the Proposal, any of Gallagher's services or your relationship with Gallagher may be brought by either party any later than two (2) years after the accrual of the claim or cause of action.

Gallagher has established security controls to protect Client confidential information from unauthorized use or disclosure. For additional information, please review Gallagher's Privacy Policy located at https://www.ajg.com/privacy-policy/.

You have read, understand and agree that the information contained in the Proposal and all documents attached to and incorporated into the Proposal, is correct and has been disclosed to you prior to authorizing Gallagher to bind coverage and/or provide services to you. By signing below, or authorizing Gallagher to bind your coverage through email when allowed, you acknowledge you have reviewed and agree with terms, conditions and disclosures contained in the Proposal.

By: ______________________________________
Print Name (Specify Title)

City of Byram
Company

____
Signature

Date: ______________________________________

BINDABLE QUOTATIONS & COMPENSATION DISCLOSURE SCHEDULE

Client Name: City of Byram

COVERAGE	INSURANCE COMPANY	WHOLESALER, MGA, OR INTERMEDIARY NAME[1]	EST. ANNUAL PREMIUM[2]	COMM.% OR FEE[3]	GALLAGHER U.S. OWNED WHOLESALER, MGA, OR INTERMEDIARY % AND/OR FEE
Property, Inland Marine, Automobile Physical Damage	Acadia Insurance Company		$224,008	15%	0%
Liability	Mississippi Municipal Liability Plan		$89,947	$8,177	0%

1 We were able to obtain more advantageous terms and conditions for you through an intermediary wholesaler.

2 If the premium is shown as an indication. The premium indicated is an estimate provided by the market. The actual premium and acceptance of the coverage requested will be determined by the market after a thorough review of the completed application.
*A verbal quotation was received from this carrier. We are awaiting a quotation in writing.

3 The commissionable rate is a percentage of annual premium excluding taxes & fees.
*Gallagher is receiving ___% commission on this policy. The fee due Gallagher will be reduced by the amount of the commissions received.

CITY OF BYRAM'S SERVICE TEAM

House CL has primary service responsibility for your company. We operate using a team approach. Your Service Team consists of:

NAME / TITLE	PHONE / ALT. PHONE	EMAIL	ROLE
Charlie Chandler/Nick Myers	601-366-3436	Charlie_chandler@ajg.com	Producer
Sharon Tuten	(601) 718-8236	Sharon_Tuten@ajg.com	Client Service Manager

Service Commitment

Account Service
At Arthur J. Gallagher & Co., we strive for long-term relationships. Insurance Relationships begin with solid, cost-effective insurance programs, but endure because of excellent service. We will address the day-to-day needs of your type of organization in a timely manner, and by being proactive regarding your insurance program throughout each insurance term and market cycle. In these ways, we can address your changing insurance needs.

Renewals
At each renewal, we will meet with you establish a renewal game plan, determining how many markets should be approached, how pricing is in the insurance marketplace, and what specific needs must be addressed. We will then approach markets we feel will present the best alternatives, and present each alternative at renewal as an option, even if we still feel the incumbent program is strongest. We will demonstrate how we have created competition within the marketplace to ensure that you receive the best renewal term.

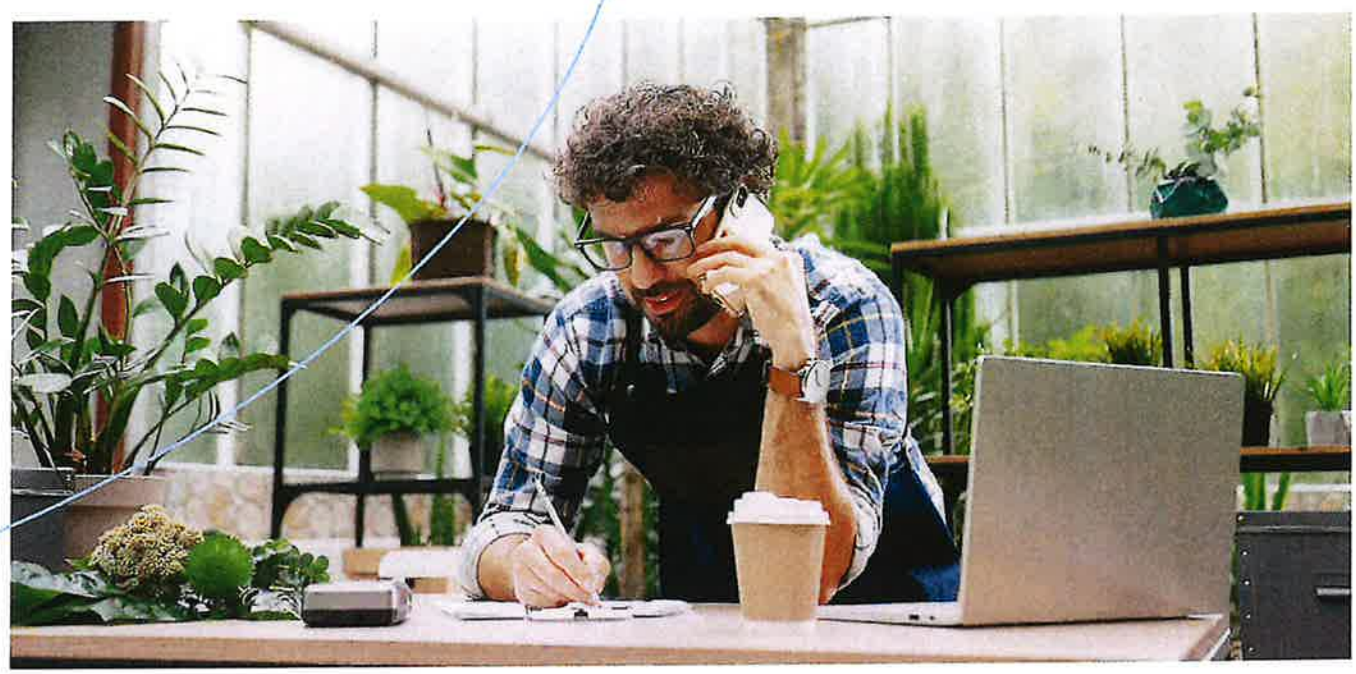
We make ourselves accountable by working with you to develop a written service schedule that meets your needs. You can track our service by referring to our written service commitment. Service becomes especially important as your type of organization continues to change and prosper.

As a top national broker, we have access to over 150 insurance companies and wholesalers. This maximizes your insurance options in any given policy year situation. In addition, the relationships we have cultivated with our markets are excellent. Our integrity and influence in the marketplace gives us an edge over other brokers. These factors are especially important to consider as the insurance needs of your organization become more complex, requiring more sophisticated solutions.

Automobile Identification Cards
ID cards will be issued upon binding coverage.

Phone Calls
Phone calls will be returned within one working day of receipt.

Certificates of Insurance
Certificates of Insurance will be issued within one working day of receipt.



Reporting a Claim

At Cadence Insurance our mission is to provide the highest standard of customer service in your time of need. Knowing what to do after an incident occurs is the key to avoiding further loss and getting your claim handled smoothly. The information in this document serves as a guideline for responding to and reporting various types of incidents or claims. It is not a confirmation of coverage.

If your local agent's office is temporarily closed due to a weather related event, call any of our other offices or your insurance company directly. We're here to accept your claim both online and over the phone. To find a location near you, visit us at CadenceInsurance.com.

Report a claim 24/7

1

Connect with us

Contact your Cadence Insurance agent during our normal business hours Monday - Friday 8:00 am to 4:30 pm (CT), or visit us at CadenceInsurance.com

2

Submit a claim online

Click here to submit a claim online, or visit us at CadenceInsurance.com to report a claim. Online claims are handled during our normal business hours Monday - Friday 8:00 am to 4:30 pm (CT). Claims received outside of our normal business hours will be handled the following business day.

3

After-Hours claim reporting service

If you have a severe loss event that requires immediate reporting outside of our normal business hours, call (877) 897 9312. Once you have reported your claim, a member of our claims team will contact you if they have questions or need additional information.

NOTE: WORKERS COMPENSATION CLAIMS MUST BE REPORTED DIRECTLY BY THE EMPLOYER TO THE WORKERS COMPENSATION INSURANCE COMPANY.

CADENCE Insurance

A Gallagher Company

About Us

Cadence Insurance, A Gallagher Company, delivers the highest standard in brokerage services nationally and globally to individuals, small companies and organizations with more than 10,000 employees. We are an industry leader in commercial insurance, surety, employee benefits and private client brokerage services that invests in technology and human capital to expand service offerings and create a competitive advantage for clients.

- Licensed in all 50 states
- Global footprint to service all size clients
- 140+ years of exceptional client service
- Average employee tenure of 11+ years
- 20+ years of investment in analytics and data-driven solutions

Property and casualty

PRODUCT EXPERTISE

- Captives
- Cyber liability
- Difference in conditions
- Executive risk
- Malpractice liability
- Representations and warranties
- Stock throughput

IN-HOUSE CAPABILITIES

- Claims analysis and updates
- Claims management and advocacy
- Contract reviews
- Experience Mod (E-Mod) analysis
- Exposure analytics
- Loss control
- Predictive catastrophe analytics
- Stewardship reporting

RESOURCES AND SERVICES

- Certificate issuance
- Certificate tracking
- Cyber security protection
- Disaster recovery/business continuity
- DOT expertise
- Online client portal
- Online risk management center
- Pre-build consultations
- Personal insurance premier client group
- Property/ISO reviews
- Safety audits
- Workers' compensation injury triage

PERSONAL LINES

- Auto
- Home
- Flood
- Life
- Long-term care
- Accident
- Medical
- Dental
- Vision
- Travel
- Umbrella
- Personal inland marine
- Watercraft
- Personal builder's risk
- Valuable items

Employee benefits

COST CONTROL

- Custom plan development
- Data and claim analytics
- Actuarial services
- Benchmarking

ENROLLMENT SUPPORT

- Employee education
- Online benefits enrollment
- Call center
- Customized communication

HR AND TECHNOLOGY

- Payroll and tech consulting
- On-site support and training
- Employee handbooks
- Compensation design
- HR audits
- Job descriptions
- Classification tools

ACA TOOLS

- ACA compliance review and strategy
- ACA reporting tool

COMPLIANCE

- In-house counsel
- Healthcare reform counseling
- Employer notices review
- ERISA compliance (SPD and 5500 filing)
- Employment practices and policies consulting
- Government filings and audits support
- Educational seminars and newsletters

EMPLOYER EDUCATION

- Live seminars and online webinars
- Legislative updates

CADENCE Insurance
A Gallagher Company

CadenceInsurance.com

RESOURCES AND SERVICES OVERVIEW

LOSS ANALYTICS/STEWARDSHIP | *No Additional Cost*

Data alone is not enough – data must be analyzed and correlated to the client's operation. Cadence Insurance, A Gallagher Company "Cadence Insurance" data analysis of exposures and claim history provides valuable insight for loss prevention and marketability. Key components include:

- Executive Summary with performance evaluations for 5-10 years
- Claims Analysis including frequency and severity trends, loss ratio, multiple claimants, etc.
- Experience Modifier Analysis
- Recommendations for Safety Improvements and Claim Strategies

CLAIMS MANAGEMENT | *No Additional Cost*

The claims experience is a critical "moment of truth" for clients. Our priority is ensuring our clients have the best claim expertise available. We have strong claim advocates that will lead you through the claim process. Our claim advocates will assist with all aspects of the claim, including:

- Establish customized claim processes on specialty lines of coverage
- Reporting claims on your behalf
- Claim follow-up and tracking
- Assist with coverage interpretations and disputes
- Settlement negotiations
- 24/7 claim reporting

CLIENT PORTAL | *No Additional Cost*

Allows expanded client communication channels. Port access will provide your organization functionally for:

- Issuing certificates
- Printing auto ID cards, if applicable
- Access to documents such as policies, applications and endorsements
- Make payments
- Report a claim

CARE (Claims Analysis Reviewing Experience Mod Program) | *No Additional Cost*

Cadence Insurance CARE Team carefully reviews your experience modifier two critical times a year, once at the unit stat date when your mod is promulgated and again at renewal time. Claims are a major contributing cost driver for businesses, specifically workers' compensation claims. Understanding our clients' experience modifiers (E-Mods) and making necessary changes can significantly reduce workers' compensation costs while improving employee safety. By reducing E-Mod just 0.01, a company can reduce its workers' compensation premiums by up to 1%. Cadence Insurance employs experienced work comp adjusters that advocate on your behalf, ensuring that our CARE program audits every workers' compensation claim with reserves above $5,000, any claim with indemnity (lost time) reserves, or any claim open longer than 180 days. We will make certain your E-Mod is properly calculated and is at its lowest possible point.

WORKERS' COMPENSATION INJURY TRIAGE | *Fee-Based on Work Comp Claim Count*

Cadence Insurance offers a work comp injury triage service to help mitigate and control workers' compensation loss costs and free supervisors from making medical decisions. This triage service provides immediate access to a registered nurse 24/7 for workplace injuries, promotes efficient claim reporting, immediate treatment recommendations, and reduces unnecessary claims and claim costs. It also may decrease E-Mods, reduce paperwork, and lower administrative expenses.

CATASTROPHE ANALYTICS | Property Limit Intelligence | *No Additional Cost*

The practice of using computer algorithms to estimate your Probable Maximum Loss (PML) and Average Annual Loss (AAL) as it pertains to your specific risk regarding natural catastrophes and terrorism. Valuable information which is used for purchasing appropriate insurance limits and negotiating preferential pricing with carriers.

LOSS FORECASTER | Underwriting | *No Additional Cost*
Loss Forecaster provides actuarial computations for loss development and reserve analysis based on variables of your industry and specific exposures. The data trending can be applied to workers' compensation, general liability, products liability, and automobile liability lines of coverage to provide better pricing guidance to carriers.

LOSS CONTROL | *No Additional Cost | Special Projects: Fee-Based*
Our extensive Loss Control Team has unique qualities and skills across many types of industries. Our consultants bring overlapping and complementary experience to the team. Having a strong network allows us to be adaptable to your needs. Whether you're a CEO looking for business success at a strategic level, a CFO looking to optimize the bottom line, or a safety manager trying to improve employee safety, we've got you covered.

LOSS CONTROL | Transportation Cab Analysis | *No Additional Cost*
Cadence Insurance understands the challenges presented to our insureds when underwriting DOT regulated fleets. FMCSA scores have become a focal point in negotiating rates and market placement. Enhancement of these scores is our number one priority for our insureds. Utilizing innovative tools, we promote score improvement while demonstrating the best possible results to insurance carriers. Ultimately, our customers obtain financial benefit from fewer DOT inspections.

SUCCEED | Risk Management Center | *$500 Annual Fee*
A web-based learning management system with safety and risk management tools designed to create efficiencies for your organization. Features include an Online Training Library, Incident Track/Trending, Claim Reporting, SDS Management, COI Contract Comparison and Tracking, and Job Description Tracking. Succeed is designed to improve risk management, loss control prevention, and OSHA compliance. This service is a good fit for any organization that wants to proactively manage its risk and develop effective workplace safety programs to reduce claims, losses, and associated costs. Succeed is accessible from any form of technology.

PEOPLE RISK MANAGEMENT | Human Resources | *No Additional Cost in Most States*
A cloud-based platform of integrated HR resources and training supported by live HR experts. Zywave provides training solutions that develop employees, a team of HR experts available to answer any questions and provide advice, and an award-winning resource center.

ALTERNATIVE RISK STRATEGIES | Program Design | *No Additional Cost*
Through pricing verification, deductible analysis, and captive feasibility, our risk strategies team provides alternatives to the traditional insurance marketplace in order for our clients to achieve optimal program design.

ADVANTAGEHR | Employee Training | *Tier-Based Fee*
Our comprehensive talent management and development platform includes human resources support, staff and management training, and a wide variety of programs and customized solutions for each client's business strategy.

NASPO ValuePoint

PURCHASE ORDER

Purchaser	
Purchaser:	Byram Fire Department
Address 1:	200 Byram Pkwy.
Address 2:	
City, State, Zip:	Byram, MS 39272

SUPPLIER	
Contract #	NASPO Contract #: 8200028187
Supplier:	Rosenbauer South Dakota, LLC
Address 1:	100 3rd Street
Address 2:	
City, State, Zip:	Lyons, SD 57041

Purchase Order Number:	-	Delivery in Calendar Days, after receipt and acceptance of Order:	570
Date:	12/2/2024		-

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

Quantity	Description	Price	Price (Extended)
1	One (1) Rosenbauer Aerial, complete with Rosenbauer Commander chassis and Rosenbauer Viper Aerial per attached specifications.	$1,454,787.00	$1,454,787.00
	TOTAL		$1,454,787.00

NOTES:	

Rosenbauer Dealer :	Bonaventure Company, Inc.
Salesperson:	Donnie Weeks
Signature:	Donnie Weeks

Purchaser:	Byram Fire Department
Print Name:	RICHARD G WHITE
Title:	MAYOR
Date	12.12.24
Signature:	[signature]

APPENDIX C
CHANGE ORDER POLICY

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

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

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

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

Change Window #1
All changes will be priced at standard pricing and specials will be priced through our normal process. Significant changes made to the vehicle during this time period may result in a delivery extension.

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

Change Window #2
All changes are subject to a 25% mark-up. All changes are subject to factory review and may be denied due to engineering or lead time issues.

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

Change Window #3
All changes are subject to a 50% mark-up, and 50% restocking fee on deleted items. All changes are subject to factory review and may be denied due to engineering or lead time issues. No major components can be changed at this time; major components are considered engine, transmission, axles, suspension, cab, frame (wheelbase), seats, water pump and water tank.

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

Change Window #4
Changes are not recommended at this time. Any changes requested will be priced on a time and material basis. Any changes requested, and that are quoted to the customer, must be approved by the customer within three days or they will not be valid.

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

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

INFLATIONARY NOTICE
Due to unprecedented volatility with inflationary pressures in our economy and existing market demand creating substantial production backlogs, Rosenbauer America reserves the right to potentially request price escalation under this contract. To be fair and reasonable, any potential price escalation request will be presented and supported with specific evidence of supply chain cost increases from material or component providers. Upon request, this may include copies of invoices from relevant suppliers to substantiate accordingly. Any request will be done in a timely manner for careful review and consideration.

BUYER INITIALS: ________

APPENDIX D
CANCELLATION POLICY

This cancellation policy is intended to outline the costs associated with canceling a contract after the vehicle has been ordered

Cancellation Window #1

All requests for cancellation from order entry until the preconstruction meeting is held will incur a $5,000 cancellation fee

Cancellation Window #2

All requests for cancellation after the pre construction until the specifications have been released to engineering will incur a $10,000 cancellation fee

Cancellation Window #3

All requests for cancellation after the specifications have been released until the truck starts in production will incur a $15,000 cancellation fee in addition to evaluation of materials that have been ordered

Cancellation Window #4

All requests for cancellation while the truck is in production will be subject to review and charged based material and production time

BUYER INITIALS: RW

CONTRACT PRICING WORKSHEET For FIRE TRUCKS Only	Contract No.:	8200028187	Date Prepared:	12/12/2024

STATE OF MISSISSIPPI / NASPO ValuePoint

Buying Agency:	Byram Fire Department	Dealer/ Contractor:	Bonaventure Company, Inc./ Rosenbauer SD
Contact Person:	Harry Horton	Prepared By:	Nolan LeBlanc
Phone:	601-351-9700	Phone:	800-650-4900
Fax	601-371-8470	Fax	337-334-8885
Email:	hhorton@byram-ms.us	Email:	nolan@bonafire.com

Product:	**pumper**	Description:	**Rosenbauer 78' Viper Aerial**

A. Product Item List Price Per Contract: $1,711,514.12

B. Additional Options/Equipment

Description	Cost	Description	Cost
Rosenbauer Commander 54" Cab w/8" roof	included	HD Alumn. Body with hinged doors	included
Interior EMS Cmpt - Back Wall	included	Eberhard compartment latches	included
Power Windows	included	Swing-out tool board (1)	included
(4) H.O.Bostrom seats w/(3) SecureALL	included	3/16" alumn. Adjustable shelves (2)	included
Am Flag Grille w/Back Lit center bar	included	Pull-Out & Down trays (4)	included
Two Tone Paint - Black/Red	included	600# Roll-out trays (2)	included
Cummins X-10 = 450 Hp	included	NFPA Ladder/Pike Pole Pkg	included
Backup/Officer side camera system	included	Wheelwell storage provisions	included
Whelen M9 Scene lighting Pkg	included	Line-X Compartment liner	included
Rosenbauer N-1500 Pump	included	Striping/Lettering Pkg	included
Lever Cable valve contorls	included	78' Rosenbauer SMART Viper aerial	included
(2) 1-3/4" Front Bumper Crosslays	included	Hot dipped Galvanized/painted base ladder sections	included
2-1/2" Over pump crosslay	included	Back lit sign and cylinder cover	included
(4) 2-1/2" Side Dischargest NST	included	Wireless radio remote	included
RH - LDH discharge - 5" Storz connection	included	Red Rung Lighting LED	included
200' Elec. Rewind booster reel over pump	included	MS State Acceptance (pump) test	included
Open dunnage compartment	included	Subtotal From Additional Sheet(s):	$ -
PSTANK water level indicators	included	Subtotal B:	$ -
		Line A + Subtotal B — Subtotal C:	$1,711,514.12
Contract Standard Discount - 15%		Contract Discount:	$ (256,727.12)

D. Subtotal C less contract discount					$1,454,787.00
Quantity Ordered:	1	X Subtotal C less contract discount:	$ 1,454,787.00	= Subtotal D:	$1,454,787.00

E. Trade-In(s) / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

Description	Cost	Description	Cost
		Subtotal E	$ -

Delivery Date:	**570 Days**	**G. Total Purchase Price (D+E):**	$1,454,787.00

ORDER RECOGNIZING UNMARKED VEHICLE

OF THE CITY OF BYRAM, MISSISSIPPI

WHEREAS the Mayor and Board of Alderman of the City of Byram, Mississippi, have purchased one (1) new vehicle for use by the Police Department, and

WHEREAS the City of Byram wishes to have it remain unmarked for official criminal investigative use, and

WHEREAS the Mississippi Code Section 25-1-87 states that municipalities may authorize the use of specified, unmarked police vehicles when identifying marks would hinder official criminal investigations by the police.

IT IS THEREFORE ORDERED by the Mayor and Board of Alderman that the City of Byram, Mississippi:

That the following vehicle be added as unmarked:

2025 Dodge Ram 1500 Crew Cab PU Truck
VIN 1C6SRFGP6SN637136

SO ORDERED this on the 12th day of December 2024. Motion was made by Alderman GIBSON, and seconded by Alderman HARRIS-ALLEN, for the adoption of the above and foregoing Order.

Upon roll call vote, the result was as follows:

Alderman Johnson	AYE
Alderman Hosey	AYE
Alderman Amos	AYE
Alderman Mack	AYE
Alderman Gibson	AYE
Alderman Moore	AYE
Alderman Harris-Allen	AYE

The Mayor thereupon declared the motion carried and the Order adopted this the 12th day of DECEMBER, 2024.

Attest: Angela Richburg, City Clerk

Mayor Richard White

After approved mail to:
Property Division
State Auditor's Office
Post Office Box 956
Jackson, MS 39205-0956

City of Byram
SB2468 Siwell/Terry Road Intersection Fund Budget
Fiscal Year Ending September 30, 2025

	BUDGET FY2023/2024	PRELIMINARY BUDGET FY2024/2025	PROPOSED BUDGET FY2024/2025
Total Revenues	$0	$502,500	$502,500
Expenditures			
Total Expenditures	0	500,000	500,000
Total Expenditures	0	500,000	500,000
Net (Revenues less Expenditures)	**$0**	**$2,500**	**$2,500**

	FY2023/2024 Adopted Budget	FY2024/2025 PRELIMINARY BUDGET	FY2024/2025 PROPOSED BUDGET
SB2948 Flood Control Fund Revenues			
State Shared Revenues	0	500,000	500,000
Other Revenues	0	0	0
Interest	0	2,500	2,500
Total	**$0**	**$502,500**	**$502,500**
Beginning Cash	**$0**	**$0**	**$0**
Transfers In	0	0	0
Total Revenues	**$0**	**$502,500**	**$502,500**
SB2948 Flood Control Fund Expenditures			
Personal Services	$0	$0	$0
Supplies	0	0	0
Services	0	0	0
Capital Outlay/Debt Service	0	500,000	500,000
Total	$0	$500,000	$500,000
Transfers to General Fund	$0	$0	$0
Total Expenditures	**$0**	**$500,000**	**$500,000**

City of Byram
HB603 Bridge Fund Budget
Fiscal Year Ending September 30, 2025

	BUDGET FY2023/2024	PRELIMINARY BUDGET FY2024/2025	PROPOSED BUDGET FY2024/2025
Total Revenues	$255,275	$590	$590
Expenditures			
Total Expenditures	255,275	590	590
Total Expenditures	255,275	590	590
Net (Revenues less Expenditures)	**$0**	**$0**	**$0**

	FY2023/2024 Adopted Budget	FY2024/2025 PRELIMINARY BUDGET	FY2024/2025 PROPOSED BUDGET
HB603 BRIDGE Fund Revenues			
State Shared Revenues	0	0	0
Other Revenues	0	0	0
Interest	5,225	590	590
Total	**$5,225**	**$590**	**$590**
Beginning Cash	**$250,050**	**$0**	**$0**
Transfers In	0	0	0
Total Revenues	**$255,275**	**$590**	**$590**
HB603 BRIDGE Fund Expenditures			
Personal Services	$0	$0	$0
Supplies	0	0	0
Services	0	0	0
Capital Outlay/Debt Service	255,275	590	590
Total	$255,275	$590	$590
Transfers to General Fund	$0	$0	$0
Total Expenditures	**$255,275**	**$590**	**$590**

BYRAM POLICE DEPARTMENT
CHIEF DAVID W. ERRINGTON
P.O. BOX 720222 ~ BYRAM, MS 39272
~ Accredited by the Mississippi Law Enforcement Accreditation Commission 2012 ~

Monthly Report

November 2024

Calls for Service	**556**
Murder	**0**
Rape	**0**
Robbery	**0**
Assaults (including domestic violence)	**15**
Burglary (auto, residential, business, other)	**3**
Vehicle Theft	**2**
Crashes (Roadway – Not Incl Parking Lot)	**29**
Citations Issued	**365**
Arrests	**49**
Misdemeanor	**34**
Felony	**15**
DUI Arrests	**18**
Local Warrants Served	**27**

Staffing:

(6) Patrol Officer Vacancies – 2 of these positions on hold/frozen until next year. (1) Certified officer currently in hiring process.

(3) Dispatch Vacancies - 1 candidate in hiring process.

Annual Fire Situation Report - Summary

Basic Incident Type Code And Description (FD1.21)	Total Fires
111 - Building fire	1
142 - Brush or brush-and-grass mixture fire	1
151 - Outside rubbish, trash or waste fire	1
311 - Medical assist, assist EMS crew	25
3111 - Canceled on medical scene (CANNOT be used for fire)	1
321 - EMS call, excluding vehicle accident with injury	41
322 - Motor vehicle accident with injuries	4
323 - Motor vehicle/pedestrian accident (MV Ped)	2
324 - Motor vehicle accident with no injuries.	3
411 - Gasoline or other flammable liquid spill	1
412 - Gas leak (natural gas or LPG)	2
421 - Chemical hazard (no spill or leak)	1
511 - Lock-out	3
5541 - Lifting assistance (no ambulance response)	9
611 - Dispatched and cancelled en route	2
6111 - Dispatched and cancelled while leaving station	2
622 - No incident found on arrival at dispatch address	1
651 - Smoke scare, odor of smoke	1
711 - Municipal alarm system, malicious false alarm	2
733 - Smoke detector activation due to malfunction	2
736 - CO detector activation due to malfunction	1
745 - Alarm system activation, no fire - unintentional	5
7451 - Medical alarm system activation - unintentional	1
746 - Carbon monoxide detector activation, no CO	1
911 - Citizen complaint	1
	Total: 114

Report Filters

Basic Incident Date Time: is between '11/1/2024' and '11/30/2024'

Agency Name: is in 'CITY OF BYRAM FD'

Aggregate Function Criteria

Total Fires: Is Greater Than 0

BYRAM PUBLIC WORKS DEPARTMENT MONTHLY REPORT NOVEMBER 2024

	Current Month: Nov - 24			Previous Month: Oct-24		
INSPECTION	Issued	Value	Fee	Issued	Value	Fee
BUILDING PERMITS				4	$ 45,608.54	$ 319.00
Residential						
New Construction				3	$ 600,000.00	$ 2,922.00
Remodel & Addition	1	$ 80,147.00	$ 595.00	3	$ 104,882.36	$ 445.00
ACCESSORY-						
Permit Fee **Commercial** New Construction						
Commercial Remodel				1	$ 10,000.00	$ 141.00
Renovation						
commercial fee						
Development Fees						
ACCESSORY or Misc	1	$ 2,500.00	$ 26.00			
Cell Tower Addition						
Rental Property						
Rental Renewal	6		$ 416.00	5		$ 1,204.00
Park Pavillon Rental						
Mobile Home						
Demolition						
Fire Suppression						
Variance Request						
Utility Release	15		$ 390.00	27		$ 702.00
Roofing	7	$ 109,435.12	$ 702.00	2	$ 21,850.00	$ 152.00
Banners & Signs	4	$ 28,332.94	$ 304.00	4	$ 2,490.00	$ 178.00
TOTAL FEES COLLECTED	**34**	**$ 220,415.06**	**$ 2,433.00**	**49**	**$ 784,830.90**	**$ 6,063.00**
PRIVILEGE & CONTRACTORS LICENSE	CURRENT			PREVIOUS		
New Business & Renewals	25		$ 1,771.20	54		$ 4,368.74
PLANNING / ZONING						
Public Hearings						
Conditional Use	1		$ 283.00	2		$ 567.00
Architectural Review						
Rezoning Request						

SEWER	Current Month			Previous Month	
	Number	Amount		Number	Amount
Billings	3415	$ 186,941.41		3403	$ 186,748.32
Late Charges	1234	$ 12,340.00		1281	$ 12,810.00
Deposits	13	$ 1,300.00		12	$ 1,200.00
Sewer Refunds					
Adjustment Code		$ 3,597.29			$ (547.51)
Applied Deposits		$ (500.00)			$ (300.00)
Payments Received	1932	$ 140,866.01		1889	$ (143,422.60)
Drafts	322	$ 15,147.17		310	$ (14,344.75)
Monthly Outstanding balance		**$ 359,691.88**			**$ 42,143.46**
St. & SW Work Order	Completed 11/24	Open Work Orders		Completed 10/24	Open Work Orders
Tree limbs pickup	36	2		43	14
Potholes/road repair	12	36		4	38
Sinkholes		27			25
dead animals on ROW	2			3	1
Mowing		5		3	9
PUBLIC WORKS MISC	1	16			16
Sewer Misc		1		2	
LT STATION /LEAK/BREAK	1			4	
Ditching/Culvert/Drainage		100			99
Street Signs		20			19
Traffic Light				1	
TOTAL	**52**	**207**		**59**	**221**

ADJUSTMENT CODE BREAKDOWN

SEWER ADJ	$ 3,622.29
RETURN CHECK	$ 25.00
RETURN CHECK FEE	$ 40.00
REVERSE PENALTY	$ (90.00)
	$ 3,597.29

PERIOD: 11/01/2024 THRU 11/30/2024
ZONE: * - All Zones
REVENUE CODE: All
ADJUSTMENT CODES:

A D J U S T M E N T   C O D E   T O T A L S

TYPE	COUNT	REVENUE CODE DISTRIBUTION					
200 - SEWER ADJ	11	200-SEWER	3,622.29				
BCA - BILLING CREDIT ADJ	649	200-SEWER	14,417.86-	996-UNAPPL	14,463.67	295-PENALT	45.81-
NSF - RETURN CHECK	1	200-SEWER	22.75	295-PENALT	2.25		
NSFF - RETURNED CHECK FEE	1	300-NSFF	40.00				
RPEN - REVERSE PENALTY	9	295-PENALT	90.00-				

ADJUSTMENT CODE TOTAL FOR PERIOD 3,597.29

ID	ISSUED TO	DATE	PACKET	TYPE	FEE	PENALTY	TAX	INTEREST	TOTAL
					====== DISTRIBUTION ======				
0208	DIERS VACUUM TRUCK	11/22/2024	01608	Payment	20.00-				20.00-
0246	FASHIONS BY MARGARE	11/15/2024	01605	Payment	20.00-	2.00-			22.00-
0335	SOUTHERN FAMILY DEN	11/06/2024	01602	Payment	30.00-				30.00-
0344	SWINGING BRIDGE RV	11/08/2024	01602	Payment	48.00-	2.00-			50.00-
0452	WILSON DRYWALL	11/08/2024	01602	Payment	20.00-	2.00-			22.00-
0478	BYRAM CAFE GROUP, L	11/08/2024	01603	Payment	80.00-				80.00-
1072	DA SHAK GRILL	11/06/2024	01601	Payment	40.00-	4.42-			44.42-
1271	DOCKERY GRILL	11/01/2024	01600	Payment	767.00-				767.00-
1307	HINDS COUNTY NURSIN	11/08/2024	01602	Payment	160.00-	35.36-			195.36-
1307	HINDS COUNTY NURSIN	11/08/2024	01602	Payment	170.00-				170.00-
1458	WILLIAMS DENTAL & A	11/25/2024	01609	Payment	30.00-	3.00-			33.00-
1602	DIXON AGENCY LLC	11/08/2024	01602	Payment	20.00-				20.00-
1637	HILL WHOLESALE AUTO	11/08/2024	01602	Payment	40.00-	4.42-			44.42-
1758	TRIDENT REALTY LLC	11/22/2024	01608	Payment	20.00-	2.00-			22.00-
1790	RELIABLE ROOFING &	11/13/2024	01604	Payment	25.00-				25.00-
1852	JJB BURGERS, LLC	11/08/2024	01602	Payment	20.00-	2.00-			22.00-
1863	MANDUJANOS POOL CON	11/21/2024	01607	Payment	20.00-	2.00-			22.00-
1877	STRESS-B-GONE MASSA	11/15/2024	01605	Payment	20.00-	2.00-			22.00-
1914	BOGANS ELECTRICAL R	11/15/2024	01605	Payment	25.00-				25.00-
2064	A PLUS NOTARY	11/06/2024	01601	Payment	20.00-				20.00-
2065	OB HILL RL ESTATE I	11/08/2024	01602	Payment	20.00-				20.00-
2066	JM CONSTRUCTION	11/15/2024	01605	Payment	25.00-				25.00-
2067	NEW VIEW RENOVATION	11/18/2024	01606	Payment	20.00-				20.00-
2068	WALLSTOMP HOUSING L	11/22/2024	01608	Payment	25.00-				25.00-

ID	ISSUED TO	DATE	PACKET	TYPE	FEE	PENALTY	TAX	INTEREST	TOTAL
					DISTRIBUTION				
2069	SAWYER CUSTOM CONST	11/22/2024	01608	Payment	25.00-				25.00-