

BE IT REMEMBERED that the Board of Supervisors of Clay County, Mississippi, met at the Courthouse in West Point, MS, on the 3rd day of July, 2013, at 9 00 a m and present were Lynn Horton, Luke Lummus, R B Davis, Shelton Deanes, President, and Floyd McKee Also present were Amy G Berry, Clerk of the Board, Bob Marshall, Board Attorney, and Eddie Scott, Sheriff, when and where the following proceedings were as determined to wit,

NO \_\_\_\_\_

**IN THE MATTER OF ADOPTING AND AMENDING THE AGENDA FOR THE  
BOARD OF SUPERVISORS MEETING HELD ON JULY 3, 2013**

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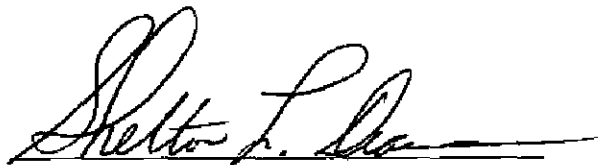
There came on this day for consideration the matter of adopting and amending the agenda for the Board of Supervisors meeting held on July 3, 2013

It appears to this Board the items listed below need to be added to the agenda for further consideration and discussion

- John Bennett to discuss Hauling Permit
- Approve Dirt Contract with Betty McNeel as a Sole Source Supplier

After motion by R B Davis and second by Floyd McKee the Board doth vote unanimously for the said items listed above to be added to the agenda for further consideration by this Board and that such agenda to be adopted and approved as amended

SO ORDERED this the 3rd day of July, 2013



President

**RESOLUTION DIRECTING THE SALE AND AWARD OF A TAXABLE GENERAL OBLIGATION INDUSTRIAL DEVELOPMENT BOND, SERIES 2013, OF CLAY COUNTY, MISSISSIPPI, TO BE DATED THE DATE OF DELIVERY THEREOF, IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED ELEVEN MILLION DOLLARS (\$11,000,000) (THE "COUNTY BOND"), APPROVING THE FORM OF AND EXECUTION OF A COUNTY BOND PURCHASE AGREEMENT FOR THE SALE OF THE COUNTY BOND, AND A MISSISSIPPI DEVELOPMENT BANK BOND PURCHASE AGREEMENT FOR THE SALE OF THE NOT TO EXCEED \$11,000,000 MISSISSIPPI DEVELOPMENT BANK TAXABLE SPECIAL OBLIGATION BONDS, SERIES 2013 (CLAY COUNTY, MISSISSIPPI TAXABLE GENERAL OBLIGATION INDUSTRIAL DEVELOPMENT BOND PROJECT) (THE "BANK BONDS"), AND APPROVING AND AUTHORIZING THE FORM OF, EXECUTION OF AND DISTRIBUTION OF A PRELIMINARY OFFICIAL STATEMENT AND OFFICIAL STATEMENT PERTAINING TO THE BANK BONDS**

WHEREAS, the Board of Supervisors of Clay County, Mississippi (the "Governing Body"), acting for and on behalf of Clay County, Mississippi (the "County"), hereby find, determine, adjudicate and declare as follows

1 The Governing Body desires to issue a Taxable General Obligation Industrial Development Bond, Series 2013, of the County in the principal amount of not to exceed Eleven Million Dollars (\$11,000,000) (the "County Bond") and sell same to the Mississippi Development Bank (the "Bank"), said purchase to be funded from the proceeds of the not to exceed \$11,000,000 Mississippi Development Bank Taxable Special Obligation Bonds, Series 2013 (Clay County, Mississippi Taxable General Obligation Industrial Development Bond Project) (the "Bank Bonds"), all as authorized under Sections 31-25-1 *et seq*, Mississippi Code of 1972, as amended (the "Bank Act") and Sections 19-9-1 *et seq*, Section 19-5-99 and Section 57-7-37, Mississippi Code of 1972, as amended (together, the "County Bond Act" and together with the Bank Act, the "Act"), to raise money for the purpose of providing funds for (i) acquiring land for the Prairie Belt Powersite and for construction or contracting for the construction of streets, roads, railroads, spur tracks, site improvements, water, sewerage, drainage, pollution control and other related facilities necessary or required for industrial development purposes or the development of industrial park complexes, to acquire, purchase, install, lease, construct, own, hold, equip, control, acquire or construct other structures and facilities necessary and convenient for the planning, development, use, operation and maintenance of an industrial park or parks or for other industrial development purposes, including, but not limited to, utility installations, elevators, compressors, warehouses, buildings and air, rail and other transportation terminals and pollution control facilities (the "Construction Project"), (ii) paying capitalized interest, (iii) funding a debt service reserve fund for the Bank Bonds, as hereinafter defined, and (iv) paying costs of issuance for the Bank Bonds and the County Bond (together, the "Project")

2 The Governing Body did meet at its meeting place in the Courthouse Annex Building in the City of West Point, Mississippi, at the hour of 9 00 o'clock a m on July 3, 2013

3 At said time and place the following documents concerning the issuance, sale and purchase of the County Bond by the Bank were received, examined and considered by the Governing Body (i) a County Bond Purchase Agreement to be dated as of the date of sale of the County Bond, by and between the County and the Bank (the "County Bond Purchase Agreement"), (ii) a Mississippi Development Bank Bond Purchase Agreement to be dated the date of sale of the Bank Bonds, by and among the County, the Bank and Stephens Inc, Little Rock, Arkansas (the "Underwriter") (the "Mississippi Development Bank Bond Purchase Agreement"), (iii) the Preliminary Official Statement, to be dated the date of distribution thereof (the "Preliminary Official Statement"), and the Official Statement, to be dated the date of the sale of the Bank Bonds (the "Official Statement"), prepared in connection with the sale of the Bank Bonds, and (iv) a Tax Intercept Agreement, to be dated as of the delivery of the Bank Bonds, by and between the Bank and the County, and accepted by Regions Bank, Jackson, Mississippi, as "Trustee" (the "Tax Intercept Agreement")

4 If in the opinion of the Bank, Butler, Snow, O'Mara, Stevens & Cannada, PLLC, Ridgeland, Mississippi, as Bond Counsel (the "Bond Counsel"), the Underwriter, and Government Consultants, Inc, Jackson, Mississippi, as financial advisor to the Bank (the "Financial Advisor"), a supplement or amendment to the Preliminary Official Statement and/or Official Statement (the "Official Statement") is necessary to provide proper disclosure for the Bank Bonds, the Governing Body of the County desires to authorize (a) the Bond Counsel acting as disclosure counsel to prepare such supplement or amendment to the Preliminary Official Statement and/or the Official Statement in a form and in a manner approved by the Underwriter and (b) the Underwriter to provide distribution of such supplement or amendment to the Preliminary Official Statement and/or Official Statement, as the case may be, in connection with the sale of the Bank Bonds

5 The Governing Body does now find, determine and adjudicate that each of the above documents regarding the sale of the County Bond and the Bank Bonds are in the best interest of the County and finds it necessary to approve the form of and the execution of each document, as applicable, including the distribution of a Preliminary Official Statement and an Official Statement for the Bank Bonds

**NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY AS FOLLOWS**

**SECTION 1** The County Bond is hereby awarded and sold to the Bank, in accordance with the terms hereof and the County Bond Purchase Agreement submitted to the Governing Body in the form as provided in **EXHIBIT A** hereto. The Underwriter shall purchase the Bank Bonds pursuant to the terms provided in the Mississippi Development Bank Bond Purchase Agreement, and the County hereby approves the sale of the Bank Bonds by the Bank subject to the approval by the President of the Governing Body of the following (1) compliance of the County with the provisions of Act regarding the issuance of its County Bond, (2) Bank Bonds in an amount not to exceed \$11,000,000, (3) a net interest cost on the Bank Bonds of not more than 6.00%, (4) approval by the County of the proposal for the sale of the Bank Bonds evidenced by the County's execution of the Mississippi Development Bank Bond Purchase Agreement, (5) approval by the County of the sale of the County Bond to the Bank evidenced by the County's

execution of the County Bond Purchase Agreement, (6) maturity schedule for Bank Bonds of not to exceed 20 years, and (7) terms and provisions of the Bank Bonds in compliance with the Act

**SECTION 2** The Governing Body hereby approves the form of and execution of the County Bond Purchase Agreement and hereby authorizes the President of the Governing Body and the Chancery Clerk of the County to execute the County Bond Purchase Agreement on behalf of said Governing Body. All provisions of the County Bond Purchase Agreement, when executed as authorized herein, shall be incorporated herein, and shall be deemed to be part of this resolution fully and to the same extent as if separately set out verbatim herein, which said County Bond Purchase Agreement shall be in substantially the form as provided in **EXHIBIT A** hereto, with such completions, changes, insertions and modifications as shall be approved by the officers executing and delivering the same

**SECTION 3** The Governing Body hereby approves the form of and the execution of the Mississippi Development Bank Bond Purchase Agreement and hereby authorizes the President of the Governing Body and Chancery Clerk of the County to execute the Mississippi Development Bank Bond Purchase Agreement on behalf of said Governing Body. All provisions of the Mississippi Development Bank Bond Purchase Agreement, when executed as authorized herein, shall be incorporated herein, and shall be deemed to be part of this resolution fully and to the same extent as if separately set out verbatim herein, which said Mississippi Development Bank Bond Purchase Agreement shall be in substantially the form as provided in **EXHIBIT B** hereto, with such completions, changes, insertions and modifications as shall be approved by the officers executing and delivering the same

**SECTION 4** The form of the Tax Intercept Agreement, between the County and the Bank, as accepted by the Trustee, is hereby approved, and the President of the Governing Body and the Clerk are hereby authorized and directed to execute said Tax Intercept Agreement on behalf of the County. All provisions of the Tax Intercept Agreement, when executed as authorized herein, shall be incorporated herein, and shall be deemed to be a part of this resolution fully and to the same extent as if separately set out verbatim herein, which said Tax Intercept Agreement shall be in substantially the form attached hereto as **EXHIBIT C**, with such completions, changes, insertions and modifications as shall be approved by the officers executing and delivering the same

**SECTION 5** The Governing Body of the County hereby approves and adopts the Preliminary Official Statement in the form attached hereto as **EXHIBIT D**, with such completions, changes, insertions and modifications as shall be approved by the President or Clerk

**SECTION 6** The distribution of copies of the Preliminary Official Statement to the Underwriter and prospective purchasers of the Bank Bonds and the distribution of copies of the Official Statement to the Underwriter and purchasers of the Bank Bonds is hereby authorized

**SECTION 7** The County hereby deems the Preliminary Official Statement to be "final" as described in Rule 15c2-12(b)(1) of the Securities and Exchange Commission

**SECTION 8** If in the opinion of the Bond Counsel, the Underwriter and the Financial Advisor, a supplement or amendment to the Preliminary Official Statement and/or Official Statement is necessary to provide proper disclosure for the Bank Bonds, the Governing Body of the County hereby authorizes (a) the Bond Counsel acting as disclosure counsel to prepare and distribute such supplement or amendment to the Preliminary Official Statement and/or the Official Statement in a form and in a manner approved by the Underwriter, and (b) the Underwriter to provide distribution of such supplement or amendment to the Preliminary Official Statement and/or Official Statement, as the case may be, in connection with the sale of the Bank Bonds, with the distribution of such supplement or amendment being conclusive evidence of the approval of the Board of Directors

**SECTION 9** The Governing Body hereby appoints Regions Bank, Jackson, Mississippi, as Trustee

**SECTION 10** The President and/or the Clerk are hereby authorized and directed to sign requisitions and perform such other acts as may be necessary to authorize the payment by the Trustee for the Bank Bonds on the closing date of the Bank Bonds the costs of issuance of said Bank Bonds and cost of issuance for the County Bond of the County, provided, however, total costs of issuance for said Bank Bonds and the County Bond shall not exceed an aggregate amount of 5% of the par amount of the Bank Bonds (excluding the underwriter's discount, if any, and, if applicable, any premium for municipal bond insurance)

**SECTION 11** Upon receiving the recommendation of the Financial Advisor, Bond Counsel and Helveston & Easterling, West Point, Mississippi, Counsel to the County, the President and Clerk are hereby authorized and directed to make all final determinations necessary to prepare the County Bond Purchase Agreement, Preliminary Official Statement, the Official Statement, the Tax Intercept Agreement, the Indenture of Trust, to be dated the date of delivery of the Bank Bonds, by and between the Bank and the Trustee (the "Indenture") and the Mississippi Development Bank Bond Purchase Agreement, for the sale of the Bank Bonds, including the date of sale, the dated date of the Bank Bonds, the final principal amount of the Bank Bonds, the maturity schedule relating to the Bank Bonds, the redemption terms of the Bank Bonds and any other terms thereof, provided, however, that all such determinations shall be made subject to approval by the Executive Director of the Bank, to be evidenced by the execution of the Mississippi Development Bank Bond Purchase Agreement for the sale of the Bank Bonds, by the President of the Governing Body and Chancery Clerk of the County, acting for and on behalf of the County, pursuant to this resolution and the Executive Director of the Bank, acting for and on behalf of the Bank

**SECTION 12** If the Bank executes a commitment for the provision of municipal bond insurance for the Bank Bonds and any additional documents and certificates which are required by any provider of such municipal bond insurance selected to provide credit enhancement in connection with the issuance of the Bank Bonds, the President of the Governing Body and Chancery Clerk are hereby authorized to approve any changes, insertions and omissions as may be required by the provider of the municipal bond insurance to the Indenture, the County Bond Purchase Agreement, the Tax Intercept Agreement, the Mississippi Development Bank Bond Purchase Agreement, the Preliminary Official Statement or Official Statement as are approved by the Executive Director of the Bank evidenced by his execution of the commitment for said

municipal bond insurance and other additional documents, and certificates. The Governing Body hereby authorizes and approves the execution of said commitment by the Executor Director of the Bank, for and on behalf of the County, if applicable

**SECTION 13.** The President of the Governing Body and Chancery Clerk be, and they are hereby authorized and directed for and on behalf of the Governing Body, to take any and all such action as may be required by the County to carry out and to give effect to the aforesaid documents authorized pursuant to this resolution and to execute all papers, documents, certificates and other instruments that may be required for the carrying out of the authority conferred by this resolution in order to evidence said authority, including the approval of the final Official Statement in connection with the Bank Bonds

**SECTION 14.** All orders, resolutions or proceedings of this Governing Body in conflict with the provisions of this resolution shall be and are hereby repealed, rescinded and set aside, but only to the extent of such conflict

**SECTION 15.** For cause, this resolution shall become effective immediately upon the adoption thereof

Supervisor Luke Lummus moved and Supervisor R. B. Davis seconded the motion to adopt the foregoing resolution, and the question being put to a roll call vote, the result was as follows


Supervisor Lynn Horton	voted	<u>Aye</u>
Supervisor Luke Lummus	voted	<u>Aye</u>
Supervisor R. B. Davis	voted	<u>Aye</u>
Supervisor Shelton Deanes	voted	<u>Aye</u>
Supervisor Floyd McKee	voted	<u>Aye</u>

The motion having received the affirmative vote of a majority of the members present, the President of the Board declared the motion carried and the resolution adopted, on this the 3rd day of July, 2013

*Sharon L. Deane*  
\_\_\_\_\_  
PRESIDENT, BOARD OF SUPERVISORS

ATTEST

*R. H. Be...*  
\_\_\_\_\_  
CLERK, BOARD OF SUPERVISORS



The seal of Lay County, Mississippi, is circular with a double-line border. Inside the border, the words "LAY COUNTY, MS" are written at the bottom. In the center, there is an eagle with its wings spread, perched on a branch. Above the eagle, the word "SEAL" is written. The top half of the seal contains the word "SUPERVISORS" in a curved path.

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**RESOLUTION AUTHORIZING AND DIRECTING THE ISSUANCE OF A TAXABLE GENERAL OBLIGATION INDUSTRIAL DEVELOPMENT BOND, SERIES 2013 (THE "COUNTY BOND"), OF CLAY COUNTY, MISSISSIPPI (THE "COUNTY"), IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED ELEVEN MILLION DOLLARS (\$11,000,000) TO RAISE MONEY FOR THE PURPOSE OF PROVIDING FUNDS FOR (I) ACQUIRING LAND FOR THE PRAIRIE BELT POWERSITE AND FOR CONSTRUCTION OR CONTRACTING FOR THE CONSTRUCTION OF STREETS, ROADS, RAILROADS, SPUR TRACKS, SITE IMPROVEMENTS, WATER, SEWERAGE, DRAINAGE, POLLUTION CONTROL AND OTHER RELATED FACILITIES NECESSARY OR REQUIRED FOR INDUSTRIAL DEVELOPMENT PURPOSES OR THE DEVELOPMENT OF INDUSTRIAL PARK COMPLEXES, TO ACQUIRE, PURCHASE, INSTALL, LEASE, CONSTRUCT, OWN, HOLD, EQUIP, CONTROL, ACQUIRE OR CONSTRUCT OTHER STRUCTURES AND FACILITIES NECESSARY AND CONVENIENT FOR THE PLANNING, DEVELOPMENT, USE, OPERATION AND MAINTENANCE OF AN INDUSTRIAL PARK OR PARKS OR FOR OTHER INDUSTRIAL DEVELOPMENT PURPOSES, INCLUDING, BUT NOT LIMITED TO, UTILITY INSTALLATIONS, ELEVATORS, COMPRESSORS, WAREHOUSES, BUILDINGS AND AIR, RAIL AND OTHER TRANSPORTATION TERMINALS AND POLLUTION CONTROL FACILITIES, (II) PAYING CAPITALIZED INTEREST, (III) FUNDING A DEBT SERVICE RESERVE FUND FOR THE BANK BONDS, AS HEREIN DEFINED, AND (IV) PAYING FOR COSTS OF ISSUANCE FOR THE COUNTY BOND AND THE BANK BONDS, AND APPROVING THE FORM OF THE INDENTURE OF TRUST FOR THE BANK BONDS**

WHEREAS, the Board of Supervisors of Clay County, Mississippi, acting for and on behalf of said Clay County, Mississippi, hereby find, determine, adjudicate and declare as follows

1 (a) In addition to any words and terms elsewhere defined herein, the following words and terms shall have the following meanings, unless some other meaning is plainly intended

"Act" shall mean together the County Bond Act and the Bank Act

"Additional Bonds" shall mean bonds, if any, issued in one or more series on a parity with the County Bond pursuant to Section 18 hereof

"Agent" shall mean any Paying Agent or Transfer Agent, whether serving in either or both capacities, and herein designated by the Governing Body

"Authorized Officer" shall mean the President of the Governing Body, the Clerk of the County, and any other officer designated from time to time as an Authorized Officer by



resolution of the County, and when used with reference to any act or document also means any other Person authorized by resolution of the County to perform such act or sign such document

"Bank" shall mean the Mississippi Development Bank, a body corporate and politic exercising essential public functions, or any successor to its functions organized under the Bank Act

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

"Bank Bonds" shall mean the not to exceed \$11,000,000 Mississippi Development Bank Taxable Special Obligation Bonds, Series 2013 (Clay County, Mississippi Taxable General Obligation Industrial Development Bond Project), authorized to be issued by the Purchaser pursuant to the Bank Act and the terms and conditions of the Indenture

"Bond Counsel" shall mean Butler, Snow, O'Mara, Stevens & Cannada, PLLC, Ridgeland, Mississippi

"Bond Resolution" shall mean this resolution

"Clerk" shall mean the Chancery Clerk of the County and the Clerk of the Governing Body

"Construction Project" shall mean providing funds for acquiring land for the Prairie Belt Powersite and for construction or contracting for the construction of streets, roads, railroads, spur tracks, site improvements, water, sewerage, drainage, pollution control and other related facilities necessary or required for industrial development purposes or the development of industrial park complexes, to acquire, purchase, install, lease, construct, own, hold, equip, control, acquire or construct other structures and facilities necessary and convenient for the planning, development, use, operation and maintenance of an industrial park or parks or for other industrial development purposes, including, but not limited to, utility installations, elevators, compressors, warehouses, buildings and air, rail and other transportation terminals and pollution control facilities

"County" shall mean Clay County, Mississippi

"County Bond" shall mean the not to exceed \$11,000,000 Taxable General Obligation Industrial Development Bond, Series 2013, of the County authorized and directed to be issued in this resolution

"County Bond Act" shall mean the provisions of Mississippi Code of 1972, Sections 19-9-1 *et seq* , Section 19-5-99, *et seq* and Section 57-75-37, as amended from time to time

"Governing Body" shall mean the Board of Supervisors of the County

"Indenture" shall mean that certain Indenture of Trust, to be dated the date of delivery thereof, by and between the Purchaser and the Trustee, pursuant to which the Bank Bonds are issued. A copy of the substantial form of the Indenture is attached as **EXHIBIT A** hereto

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"Interest Payment Date" shall be as described in Section 2.03 of the Indenture as the interest payment dates of the Bank Bonds

"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 County Bond and shall initially be the Trustee under the Indenture

"Payments" shall have the meaning given it in Section 12(b) hereof

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

"President" shall mean the president of the Board of Supervisors of Clay County, Mississippi

"Project" shall mean providing funds for (i) the Construction Project, (ii) paying capitalized interest, (iii) funding a debt service reserve fund for the Bank Bonds, and (iv) paying costs of issuance for the County Bond and the Bank Bonds

"Purchaser" shall mean the Mississippi Development Bank, a public body, corporate and politic, corporation of the State created pursuant to the Bank Act

"Record Date Registered Owner" shall mean the Registered Owner as of the Regular Record Date

"Record Date" shall have the meaning given to it in Section 1.01 of the Indenture

"Registered Owner" shall mean the Person whose name shall appear in the registration records of the County maintained by the Transfer Agent and shall initially be the Purchaser

"State" shall mean the State of Mississippi

"Tax Intercept Agreement" shall mean the Tax Intercept Agreement, dated as of the delivery of the Bank Bonds, by and between the County and the Bank, and accepted by the Trustee, as further described in Section 8 hereof

"Tax Monies" shall have the meaning given to it in Section 8 hereof

"Transfer Agent" shall mean any bank, trust company or other institution hereafter designated by the Governing Body for the registration of the owner of the County Bond and for the performance of such other duties as may be herein or hereafter specified by the Governing Body, and shall initially be the Trustee under the Indenture

"Trustee" shall mean Regions Bank, Jackson, Mississippi

"2013 Bond Fund" shall mean Clay County, Mississippi Taxable General Obligation Industrial Development Bond, Series 2013, 2013 Bond Fund provided for in Section 12 hereof

"2013 Construction Fund" shall mean Clay County, Mississippi Taxable General Obligation Industrial Development Bond, Series 2013, 2013 Construction Fund provided for in Section 13 hereof

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

2 Heretofore, on the 4th day of February, 2013, the Governing Body adopted a resolution entitled "RESOLUTION DECLARING THE INTENTION OF THE BOARD OF SUPERVISORS OF CLAY COUNTY, MISSISSIPPI, TO ISSUE GENERAL OBLIGATION INDUSTRIAL DEVELOPMENT BONDS OF CLAY COUNTY, MISSISSIPPI IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED TEN MILLION DOLLARS (\$10,000,000) TO RAISE MONEY FOR ACQUIRING LAND FOR THE PRAIRIE BELT POWERSITE AND FOR CONSTRUCTION OR CONTRACTING FOR THE CONSTRUCTION OF STREETS, ROADS, RAILROADS, SPUR TRACKS, SITE IMPROVEMENTS, WATER, SEWERAGE, DRAINAGE, POLLUTION CONTROL AND OTHER RELATED FACILITIES NECESSARY OR REQUIRED FOR INDUSTRIAL DEVELOPMENT PURPOSES OR THE DEVELOPMENT OF INDUSTRIAL PARK COMPLEXES TO ACQUIRE, PURCHASE, INSTALL, LEASE, CONSTRUCT, OWN, HOLD, EQUIP, CONTROL, ACQUIRE OR CONSTRUCT OTHER STRUCTURES AND FACILITIES NECESSARY AND CONVENIENT FOR THE PLANNING, DEVELOPMENT, USE, OPERATION AND MAINTENANCE OF AN INDUSTRIAL PARK OR PARKS OR FOR OTHER INDUSTRIAL DEVELOPMENT PURPOSES, INCLUDING, BUT NOT LIMITED TO, UTILITY INSTALLATIONS, ELEVATORS, COMPRESSORS, WAREHOUSES, BUILDINGS AND AIR, RAIL AND OTHER TRANSPORTATION TERMINALS AND POLLUTION CONTROL FACILITIES" (the "\$10M Intent Resolution") indicating its intent to (i) issue general obligation industrial development bonds for the purpose of providing funds for the Project and fixed 10 00 o'clock a m on March 4, 2013, as the date and hour on which it proposed to direct the issuance of said general obligation industrial development bonds, on or prior to which date and hour any protest to be made against the issuance of such general obligation industrial development bonds was required to be filed

3 As required by law and as directed by the aforesaid \$10M Intent Resolution, said \$10M Intent Resolution was published once a week for at least three (3) consecutive weeks in *Daily Times Leader*, a newspaper having a general circulation in the County, and qualified under the provisions of Section 13-3-31, Mississippi Code of 1972, as amended, the first publication having been made not less than twenty-one (21) days prior to March 4, 2013, and the last publication having been made not more than seven (7) days prior to such date, said notice having been published in said newspaper on February 7, 14, 21 and 28, 2013, as evidenced by the publisher's affidavit heretofore presented and filed

4 On or prior to 10 00 o'clock a m on March 4, 2013, no written protest against the issuance of the general obligation industrial development bonds, described in the \$10M Intent Resolution, had been filed or presented by qualified electors of the County

5 Heretofore, on the 29th day of April, 2013, the Governing Body adopted a resolution entitled "RESOLUTION DECLARING THE INTENTION OF THE BOARD OF SUPERVISORS OF CLAY COUNTY, MISSISSIPPI, TO ISSUE GENERAL OBLIGATION INDUSTRIAL DEVELOPMENT BONDS OF CLAY COUNTY, MISSISSIPPI IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED ONE MILLION DOLLARS (\$1,000,000), TO RAISE MONEY FOR ACQUIRING LAND FOR THE PRAIRIE BELT POWERSITE AND FOR CONSTRUCTION OR CONTRACTING FOR THE CONSTRUCTION OF STREETS, ROADS, RAILROADS, SPUR TRACKS, SITE IMPROVEMENTS, WATER, SEWERAGE, DRAINAGE, POLLUTION CONTROL AND OTHER RELATED FACILITIES NECESSARY OR REQUIRED FOR INDUSTRIAL DEVELOPMENT PURPOSES OR THE DEVELOPMENT OF INDUSTRIAL PARK COMPLEXES, TO ACQUIRE, PURCHASE, INSTALL, LEASE, CONSTRUCT, OWN, HOLD, EQUIP, CONTROL, ACQUIRE OR CONSTRUCT OTHER STRUCTURES AND FACILITIES NECESSARY AND CONVENIENT FOR THE PLANNING, DEVELOPMENT, USE, OPERATION AND MAINTENANCE OF AN INDUSTRIAL PARK OR PARKS OR FOR OTHER INDUSTRIAL DEVELOPMENT PURPOSES, INCLUDING, BUT NOT LIMITED TO, UTILITY INSTALLATIONS, ELEVATORS, COMPRESSORS, WAREHOUSES, BUILDINGS AND AIR, RAIL AND OTHER TRANSPORTATION TERMINALS AND POLLUTION CONTROL FACILITIES" (the "\$1M Intent Resolution") indicating its intent to (i) issue general obligation industrial development bonds for the purpose of providing funds for the Project and fixed 10 00 o'clock a m on May 23, 2013, as the date and hour on which it proposed to direct the issuance of said general obligation industrial development bonds, on or prior to which date and hour any protest to be made against the issuance of such general obligation industrial development bonds was required to be filed

6 As required by law and as directed by the aforesaid \$1M Intent Resolution, said \$1M Intent Resolution was published once a week for at least three (3) consecutive weeks in *Daily Times Leader*, a newspaper having a general circulation in the County, and qualified under the provisions of Section 13-3-31, Mississippi Code of 1972, as amended, the first publication having been made not less than twenty-one (21) days prior to May 23, 2013, and the last publication having been made not more than seven (7) days prior to such date, said notice having been published in said newspaper on May 1, 8, 15 and 22, 2013, as evidenced by the publisher's affidavit heretofore presented and filed

7 On or prior to 10 00 o'clock a m on May 23, 2013, no written protest against the issuance of the general obligation industrial development bonds, described in the \$1M Intent Resolution, had been filed or presented by qualified electors of the County

8 The Governing Body is authorized and empowered by the provisions of the Act to issue its County Bond in a principal amount of not to exceed \$11,000,000 and sell same to the Bank for the purpose of providing funds for (i) the Construction Project, (ii) paying capitalized interest, (iii) funding a debt service reserve fund for the Bank Bonds, and (iv) paying costs of issuance for the Bank Bonds and the County Bond

9 The Governing Body desires to authorize and approve the issuance of the County Bond pursuant to this Bond Resolution registered as to principal and interest in the form and

manner as hereinafter provided for by Sections 31-21-1 to 31-21-7, Mississippi Code of 1972, as amended

10 The assessed value of taxable property within the County, according to the last completed assessment for taxation, is \$135,483,296, the County has outstanding bonded indebtedness subject to the fifteen percent (15%) debt limit prescribed by Section 21-33-303, Mississippi Code of 1972, as amended, in the amount of \$1,487,000, and outstanding bonded and floating indebtedness subject to the twenty percent (20%) debt limit prescribed by Section 21-33-303, Mississippi Code of 1972, as amended (which amount includes the sum set forth above subject to the 15% debt limit), in the amount of \$1,487,000, the issuance of the County Bond, which is exempt from the debt limit imposed by Section 19-9-1 *et seq* of the Mississippi Code of 1972 as amended as the County Bond is being issued pursuant to Section 57-75-37 of the Mississippi Code of 1972, as amended

11 It has now become necessary to make provision for the preparation, execution and issuance of said County Bond

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

**SECTION 1** In consideration of the purchase and acceptance of the County Bond by those who shall hold the same from time to time, this Bond Resolution shall constitute a contract between the County and the Registered Owner from time to time of the County Bond. The pledge made herein and the covenants and agreements herein set forth to be performed on behalf of the County for the benefit of the Registered Owner shall be for the equal benefit, protection and security of the Registered Owner of the County Bond, 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 2** The County Bond is hereby authorized and ordered to be prepared and issued in the principal amount of not to exceed Eleven Million Dollars (\$11,000,000) to raise money for the Project as authorized by the Act

**SECTION 3** (a) Payments of interest on the County Bond shall be made to the Record Date Registered Owner, and payments of principal shall be made upon presentation and surrender thereof at the principal office of the Paying Agent to the Record Date Registered Owner in lawful money of the United States of America

(b) The County Bond shall be registered as to both principal and interest, shall be dated the date of delivery thereof, shall be issued in a single denomination equal to the principal amount thereof, shall be numbered one, shall bear interest from the date thereof at the rate or rates borne by the Bank Bonds (as provided in the Indenture), payable on an Interest Payment Date, 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 in the Indenture

(c) The County Bond is subject to redemption at the option of the County and mandatory redemption prior to maturity thereof only at the times, to the extent, in the manner and in the amounts that the Bank Bonds are subject to optional and mandatory redemption as

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provided in Section 4 01 of the Indenture The County shall provide proper notices to the Bank and the Trustee as provided in Section 4 05 of the Indenture in the event the County elects to redeem the County Bond or any portion thereof, and redemption of the County Bond or portion thereof shall be as provided in said Section 4 01 It is intended that redemption of the County Bond may only occur through the processes provided in the Indenture, and the County hereby accepts such redemption provisions by this reference

(d) Notice of redemption identifying the portion of the County Bond to be redeemed shall be given to the Registered Owner thereof by first class mail at least thirty (30) days and not more than forty five (45) days prior to the date fixed for redemption From and after such redemption date, interest with respect to such portion the County Bond to be redeemed will cease to accrue

**SECTION 4** (a) When the County Bond shall have been validated and executed as herein provided, they shall be registered as an obligation of the County in the office of the Clerk in a record maintained for that purpose, and the Clerk shall cause to be imprinted upon the County Bond, over his manual or facsimile signature and manual or facsimile seal, his certificate in substantially the form set out in Section 6

(b) The County Bond shall be executed by the manual or facsimile signature of the President and countersigned by the manual or facsimile signature of the Clerk, with the seal of the County imprinted or affixed thereto, provided, however all signatures and seals appearing on the County Bond, other than the signature of an authorized officer of the Transfer Agent hereafter provided for, may be facsimile and shall have the same force and effect as if manually signed or impressed In case any official of the County whose signature or a facsimile of whose signature shall appear on the County Bond 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 County Bond shall be delivered to the Purchaser upon payment of the purchase price therefor in accordance with the terms and conditions of the Indenture, together with a complete certified transcript of the proceedings had and done in the matter of the authorization, issuance, sale and validation of the County Bond, and the final, unqualified approving opinion of Bond Counsel, which opinion shall be imprinted on the County Bond

(d) Prior to or simultaneously with the delivery of the County Bond by the Transfer Agent, the County shall file with the Transfer Agent

(i) a copy, certified by the Chancery Clerk, of the transcript of proceedings of the Governing Body in connection with the authorization, issuance, sale and validation of the County Bond, and

(ii) an authorization to the Transfer Agent, signed by the President, to authenticate and deliver the County Bond to the Purchaser

(e) At delivery, the Transfer Agent shall authenticate the County Bond and deliver it to the Purchaser thereof upon payment of the purchase price of the County Bond to the County

**SECTION 5** (a) The County hereby appoints the Trustee designated under the Indenture as the Paying Agent, Trustee and Transfer Agent for the County Bond. The County specifically reserves the right to hereafter designate and/or approve a separate Paying Agent, Transfer Agent and/or Trustee in its discretion, subject, however to the terms and conditions of the Indenture, as hereinafter provided.

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

(c) The County shall pay or reimburse the Agent for reasonable fees for the performance of the services normally rendered and the incurring of normal expenses reasonably and necessarily paid as are customarily paid to paying agents, transfer agents and bond registrars, subject to agreement between the County and the Agent. Fees and reimbursements for extraordinary services and expenses, so long as not occasioned by the negligence, misconduct or willful default of the Agent, shall be made by the County on a case-by-case basis, subject, where not prevented by emergency or other exigent circumstances, to the prior written approval of the Governing Body.

(d) (i) An Agent may at any time resign and be discharged of the duties and obligations of the function of the Trustee, Paying Agent and Transfer Agent pursuant to the terms and conditions stated in Section 11 05 and 11 06 of the Indenture.

(ii) In the event of the resignation or removal of the Agent, a successor Agent shall be selected as provided in Section 11 07 of the Indenture.

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

(iv) The provisions of Section 11 08 of the Indenture shall govern the acceptance of any appointment of a successor Agent.

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

(vi) The County will provide any successor Agent with certified copies of all resolutions, orders and other proceedings adopted by the Governing Body relating to the County Bond.

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

**SECTION 6** The County Bond shall be in substantially the following form, with such appropriate variations, omissions and insertions as are permitted or required by this Bond Resolution

[remainder of page left blank intentionally]



[BOND FORM]

THIS COUNTY BOND HAS BEEN ASSIGNED TO REGIONS BANK, JACKSON, MISSISSIPPI, AS TRUSTEE UNDER AN INDENTURE OF TRUST, DATED \_\_\_\_\_, 2013, BY AND BETWEEN THE MISSISSIPPI DEVELOPMENT BANK AND THE TRUSTEE THIS COUNTY BOND 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  
CLAY COUNTY  
TAXABLE GENERAL OBLIGATION INDUSTRIAL DEVELOPMENT BOND  
SERIES 2013

NO 1

\$ \_\_\_\_\_

Rate of Interest

Maturity

Dated Date

CUSIP

%

Registered Owner

Principal Amount

DOLLARS

Clay County, State of Mississippi (the "County"), 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 of this County Bond, at the principal office of Regions Bank, Jackson, Mississippi, or its successor, as paying agent (the "Paying Agent") for the Taxable General Obligation Industrial Development Bond, Series 2013, of the County (the "County Bond"), on the maturity date identified above, the principal amount identified above. Payment of the principal amount of this County Bond shall be made to the Registered Owner hereof who shall appear in the registration records of the County maintained by Regions Bank, Jackson, Mississippi, or its successor, as transfer agent for the County Bond (the "Transfer Agent") at the times and periods as provided in the Indenture (herein defined)

The County further promises to pay interest on such principal amount from the date of this County Bond until said principal sum is paid, to the Registered Owner hereof who shall appear in the registration records of the County maintained by the Transfer Agent as of the Record Date (as defined in the Bond Resolution defined below)

Payments of principal of and interest on this County Bond shall be made by check or draft mailed on the Interest Payment Date (as defined in the Bond Resolution) to such Registered Owner at his address as it appears on such registration records

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This County Bond is issued under the authority of the Constitution and statutes of the State of Mississippi, including Sections 19-9-1 through 19-9-31, Sections 19-5-99 and Section 57-75-37 of the Mississippi Code of 1972, as amended, and by the further authority of proceedings duly had by the Board of Supervisors of the County, including a resolution adopted July 3, 2013 (the "Bond Resolution")

This County Bond is issued in the aggregate authorized principal amount of not to exceed Eleven Million Dollars (\$11,000,000) to raise money for the purpose of providing funds for (i) for acquiring land for the Prairie Belt Powersite and for construction or contracting for the construction of streets, roads, railroads, spur tracks, site improvements, water, sewerage, drainage, pollution control and other related facilities necessary or required for industrial development purposes or the development of industrial park complexes, to acquire, purchase, install, lease, construct, own, hold, equip, control, acquire or construct other structures and facilities necessary and convenient for the planning, development, use, operation and maintenance of an industrial park or parks or for other industrial development purposes, including, but not limited to, utility installations, elevators, compressors, warehouses, buildings and air, rail and other transportation terminals and pollution control facilities, (ii) paying capitalized interest, (iii) funding a debt service reserve fund, and (iv) paying the costs of issuance of this County Bond and the Bank Bonds (as defined herein)

The County will duly and punctually pay the principal of, premium, if any, and interest on the County Bond at the dates and the places and in the manner mentioned in the Bond Resolution, according to the true intent and meaning thereof. Notwithstanding any schedule of payments upon the County Bond, the County agrees to make payments upon the County Bond 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 not to exceed \$ \_\_\_\_\_ Mississippi Development Bank Taxable Special Obligation Bonds, Series 2013 (Clay County, Mississippi Taxable General Obligation Industrial Development Bond Project) (the "Bank Bonds"), outstanding under the Indenture of Trust, by and between the Mississippi Development Bank and Regions Bank, Jackson, Mississippi, as trustee (the "Trustee"), dated \_\_\_\_\_, 2013 (the "Indenture") when due whether upon a scheduled interest payment date, at maturity or by mandatory redemption or optional redemption

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

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

The County Bond is and will continue to be 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 time, rate or amount upon all the taxable property within the geographical limits of the County which shall only be levied when necessary as provided for

under this paragraph, provided that such tax levy for any year shall be abated *pro tanto* to the extent the County on or prior to September 1 of that year has transferred money to the 2013 Bond Fund of the County Bond from revenues, or has made other provisions for funds, to be applied toward the payment of the principal of and interest on the County Bond due during the ensuing fiscal year of the County, in accordance with the provisions of the Bond Resolution. The County, when necessary, will levy annually a special tax upon all taxable property within the geographical limits of the County adequate and sufficient to provide for the payment of the principal of and the interest on the County Bond as the same falls due.

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

The County and the Trustee may deem and treat the person in whose name this County Bond is registered as the absolute owner hereof, whether this County Bond shall be overdue or not, for the purpose of receiving payment of the principal of, redemption premium, if any, and interest on this County Bond 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 County Bond to the extent of the sum or sums so paid, and neither the County nor the Trustee shall be affected by any notice to the contrary.

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

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

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

**IT IS HEREBY CERTIFIED, RECITED AND REPRESENTED** that all conditions, acts and things required by law to exist, to have happened and to have been performed precedent to and in the issuance of the County Bond, in order to make the same legal and binding general obligation of the County, 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 County Bond, both principal and interest, the full faith and credit of the County are hereby irrevocably pledged.

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IN WITNESS WHEREOF, the County has caused this County Bond to be executed in its name by the manual or facsimile signature of the President of the Board of Supervisors of the County, countersigned by the manual or facsimile signature of the Clerk of the County, under the manual or facsimile seal of the County, which said manual or facsimile signatures and seal said officials adopt as and for their own proper signatures and seal, on this the 3<sup>rd</sup> day of

July, 2013

CLAY COUNTY, MISSISSIPPI

BY

Shelton L. Deane  
President, Board of Supervisors

COUNTERSIGNED

L. H. Bay  
Chancery Clerk

(SEAL)

5..

MS  
12  
CM

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**CERTIFICATE OF REGISTRATION AND AUTHENTICATION**

This County Bond is the County Bond described in the within mentioned Bond Resolution and is the Taxable General Obligation Industrial Development Bond, Series 2013, of Clay County, Mississippi

**REGIONS BANK,**  
as Transfer Agent

**BY** \_\_\_\_\_  
Authorized Signatory

Date of Registration and Authentication \_\_\_\_\_

**REGISTRATION AND VALIDATION CERTIFICATE**

**STATE OF MISSISSIPPI**

**COUNTY OF CLAY**

I, the undersigned Chancery Clerk of Clay County, Mississippi, do hereby certify that the within County Bond has been duly registered by me as an obligation of said County 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 Clay County, Mississippi, rendered on the \_\_ day of \_\_\_\_\_, 2013

\_\_\_\_\_  
Chancery Clerk

(SEAL)

**[END OF COUNTY BOND FORM]**

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**SECTION 7** In case the County Bond shall become mutilated or be stolen, destroyed or lost, the County shall, if not then prohibited by law, cause to be authenticated and delivered a new County Bond of like date, number, maturity and tenor in exchange and substitution for and upon cancellation of such mutilated County Bond, or in lieu of and in substitution for such County Bond stolen, destroyed or lost, upon the Registered Owner's paying the reasonable expenses and charges of the County in connection therewith, and in case of a County Bond stolen, destroyed or lost, his filing with the County or Transfer Agent evidence satisfactory to them that the County Bond was stolen, destroyed or lost, and of its ownership thereof, and furnishing the County or Transfer Agent with such security or indemnity as may be required by law or by them to save each of them harmless from all risks, however remote

**SECTION 8** (a) For the purpose of effectuating and providing for the payment of the principal of and interest on the County Bond as the same shall respectively mature and accrue, there shall be and is hereby levied a direct, continuing special tax upon all of the taxable property within the geographical limits of the County, adequate and sufficient, after allowance shall have been made for the expenses of collection and delinquencies in the payment of taxes, to produce sums required for the payment of the principal of, premium, if any, and the interest on the County Bond and any additional obligations of the County under the Indenture which shall only be levied when necessary under the terms of the Bond Resolution, provided that such tax levy for any year shall be abated *pro tanto* to the extent the County on or prior to September 1 of that year has transferred money to the 2013 Bond Fund of the County Bond from revenues, or has made other provisions for funds, to be applied toward the payment of the principal of and interest on the County Bond due during the ensuing fiscal year of the County, in accordance with the provisions of the Bond Resolution. Said tax shall be extended upon the tax rolls and collected in the same manner and at the same time as other taxes of the County are collected, and the rate of tax which shall be so extended shall be sufficient in each year fully to produce the sums required as aforesaid, without limitation as to time, rate or amount. The avails of said tax are hereby irrevocably pledged for the payment of the principal of, premium, if any, and interest on the County Bond and any additional obligations of the County as aforesaid as the same shall respectively mature and accrue. Should there be a failure in any year to comply with the requirements of this section, such failure shall not impair the right of the Registered Owner of the County Bond in any subsequent year to have adequate taxes levied and collected to meet the all of the aforesaid obligations of the County Bond

(b) As provided for in the Act, the County and the Bank have entered into and the Trustee has accepted the Tax Intercept Agreement whereby the County has covenanted, agreed and authorized the Mississippi Department of Revenue or any other State agency, department or commission to (1) withhold all or any part of any monies which the County is entitled to receive from time to time pursuant to any law and which is in the possession of the Mississippi Department of Revenue or any other State agency, department or commission (the "Tax Monies") subject to the prior lien on the Tax Monies which may be withheld by the Mississippi Department of Revenue or any other State agency, department or commission, and (2) pay same over to the Trustee on behalf of the Bank to satisfy any delinquent payment (the "Delinquent Payment") under Section 12 of the Bond Resolution. If on the first day of February and October of each year, beginning February 1, 2014, there are insufficient funds to make the payments under Section 12 of the Bond Resolution, the Bank has authorized and directed the Trustee under the Tax Intercept Agreement to file the Tax Intercept Agreement and a statement of deficiency

setting forth the amount of any Delinquent Payment with the Mississippi Department of Revenue or any other State agency, department or commission, thereby directing the Mississippi Department of Revenue or any other State agency, department or commission to pay any Tax Monies directly to the Trustee on behalf of the Bank to satisfy any Delinquent Payment, all as permitted under the Act. In any event, if the County fails to make timely payments under the Bond Resolution as provided in Section 12 of the Bond Resolution, the Trustee is hereby further directed to file the Tax Intercept Agreement with the Mississippi Department of Revenue and take further action to recover Tax Monies under the Tax Intercept Agreement. The Trustee is hereby directed to pay any Tax Monies into the General Account of the General Fund to be applied in accordance with Section 6.05 of the Indenture.

**SECTION 9** Only if the County Bond shall have endorsed thereon a certificate of registration and authentication in substantially the form hereinabove set forth, duly executed by the Transfer Agent, shall the County Bond be entitled to the rights, benefits and security of this Bond Resolution. The County Bond 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 Transfer Agent, which executed certificate shall be conclusive evidence of registration, authentication and delivery under this Bond Resolution. The Transfer Agent's certificate of registration and authentication on the County Bond shall be deemed to have been duly executed if signed by an authorized officer of the Transfer Agent, but it shall not be necessary that the same officer sign said certificate on the County Bond that may be issued hereunder at any one time.

**SECTION 10** Ownership of the County Bond shall be in the Purchaser or its assignee. The Person in whose name the County Bond shall be registered in the records of the County maintained by the Transfer Agent may be deemed the absolute owner thereof for all purposes, and payment of or on account of the principal of or interest on the County Bond shall be made only to or upon the order of the Registered Owner thereof, or his legal representative, but such registration may be changed as hereinafter provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon the County Bond to the extent of the sum or sums so paid.

**SECTION 11** The County Bond shall be transferable only as provided in the Indenture. Upon the transfer of the County Bond, the County, acting through its Transfer Agent, shall issue in the name of the transferee a new County Bond of the same aggregate principal amount and maturity and rate of interest as the surrendered County Bond.

**SECTION 12** (a) The County hereby establishes the 2013 Bond Fund which shall be maintained with a qualified depository in its name for the payment of the principal of and interest on the County Bond, and the payment of Agents' fees in connection therewith. There shall be deposited into the 2013 Bond Fund as and when received

(i) The avails of any of the ad valorem taxes levied and collected pursuant to Section 8 hereof,

(ii) Any income received from investment of monies in the 2013 Bond Fund, and

(iii) Any other funds available to the County which may be lawfully used for payment of the principal of, premium, if any, and interest on the County Bond or for other obligations of the County which may be due under the Indenture, and which the Governing Body, in its discretion, may direct to be deposited into the 2013 Bond Fund

(b) As long as any principal of, premium, if any, and interest on the County Bond or the Bank Bonds remain outstanding and/or other obligations of the County remain outstanding under the Indenture, the Clerk is hereby irrevocably authorized and directed to withdraw from the 2013 Bond Fund sufficient monies to make the payments necessary (the "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 County under the Indenture, and to transfer same to the account of the Trustee in time to reach the Trustee at least five (5) days prior to the date on which said interest or principal and interest or premium, if any, on the Bank Bonds shall become due. The Trustee shall deposit all Payments received in the General Account of the General Fund of the Indenture, or such other fund or account in the Indenture as so directed in the Indenture.

**SECTION 13** (a) The County hereby establishes the 2013 Construction Fund which shall be maintained with a qualified depository. The principal proceeds received upon the sale of the County Bond shall be deposited in the 2013 Construction Fund. Any income received from investment of monies in the 2013 Construction Fund shall be deposited in the 2013 Construction Fund and shall be used for the cost of the Construction Project and, if necessary, shall be deposited in the 2013 Bond Fund for the payment of debt service on the County Bond. From the 2013 Construction Fund there shall be held and disbursed moneys for the acquisition and construction of the Construction Project, as authorized by the Act. Any amounts which remain in the 2013 Construction Fund after the completion of the Construction Project shall be transferred to the 2013 Bond Fund and used as permitted under State law.

(b) Funds on deposit in the 2013 Construction Fund may be invested in Investment Securities, as defined in the Indenture, to the extent they are authorized by the Bank Act and applicable provisions of State law.

**SECTION 14** (a) Payment of principal on the County Bond shall be made at the principal office of the Paying Agent, provided, however, the final payment of principal shall be made upon the presentation and surrender of the County Bond at the principal office of the Paying Agent, to the Record Date Registered Owner thereof who shall appear in the registration records of the County maintained by the Transfer Agent as of the Record Date.

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

(c) Principal of and interest on the County Bond shall be paid by check or draft mailed on an Interest Payment Date to the Registered Owner at the addresses appearing in the registration records of the Transfer Agent. Any such address may be changed by written notice.



from the Registered Owner to the Transfer Agent by certified mail, return receipt requested, or such other method and at the times as may be subsequently prescribed by the Transfer Agent

**SECTION 15** The County Bond shall be submitted to validation as provided by Chapter 13, Title 31, Mississippi Code of 1972, and to that end the Clerk is hereby directed to make up a transcript of all legal papers and proceedings relating to the County Bond and to certify and forward the same to the State's Bond Attorney for the institution of validation proceedings

**SECTION 16** The County Bond shall be sold to the Purchaser based on the terms and conditions of the sale of the Bank Bonds by the Bank to the purchaser thereof. The Bank Bonds are being sold by a negotiated sale with the Underwriter

**SECTION 17** The County hereby agrees for the benefit of the holders and beneficial owners of the County Bond for so long as it remains obligated to advance funds to pay the County Bond to provide certain updated financial information and operating data annually, and timely notice of specified material events, to (1) (a) the Municipal Securities Rulemaking Board (the "MSRB") through MSRB's Electronic Municipal Market Access system at [www.emma.msrb.org](http://www.emma.msrb.org) ("EMMA"), in the electronic format then prescribed by the Securities and Exchange Commission (the "SEC") (the "Required Electronic Format") pursuant to Rule 15c2-12, as amended from time to time (the "Rule") of the SEC, and (b) in the future, any successor repository or repositories prescribed by the SEC for the purpose of serving as repository under the Rule (together (a) and (b) are the "National Repository"), and (2) any public or private repository or entity designated by the State as a State repository, if any, for the purposes of the Rule (the "State Repository" and together with the National Repository, the "Repositories"), together with any identifying information or other information then required to accompany the applicable filing (the "Accompanying Information"). This information will be made available free to securities brokers and others through EMMA. For the procedures for all filings and notices due to the MSRB, instructions will be provided on the following website for MSRB <http://emma.msrb.org>

The County will provide certain updated financial information and operating data to the Repositories, together with any Accompanying Information. The information to be updated includes all quantitative financial information and operating data with respect to the County of the general type included in the Official Statement in APPENDIX A under the headings "ECONOMIC AND DEMOGRAPHIC INFORMATION," "TAX INFORMATION" and "DEBT INFORMATION" and other financial information set forth in APPENDIX B of the Official Statement. The County will update and provide this information within twelve months after the end of each fiscal year of the County ending in or after 2013.

The County may provide updated information in full text or may incorporate by reference certain other publicly available documents, as permitted by the Rule. The updated information will include audited financial statements, if the County's audit is completed by the required time. If audited financial statements are not available by the required time, the County will provide unaudited financial statements, if available, and audited financial statements when the audit report becomes available. Any such financial statements will be prepared in accordance with the

accounting principles promulgated by the State or such other accounting principles as the County may be required to employ from time to time pursuant to law or regulation

The County's current fiscal year end is September 30. Accordingly, it must provide updated information by March 31 in each year, unless the County changes its fiscal year. If the County changes its fiscal year, it will notify the Repositories, together with any Accompanying Information, of the change.

Anyone requesting information under the continuing disclosure requirements of the Rule should contact the Chancery Clerk, Courthouse, 205 Court Street, West Point, Mississippi 39773 Telephone Number (662) 494-3313

The County will also provide notice to the Repositories, together with any Accompanying Information, in a timely manner not in excess of ten business days after the occurrence of certain events. The County will provide notice of any of the following events with respect to the County Bond, in a timely manner not in excess of ten business days after the occurrence of such event: (1) principal and interest payment delinquencies, (2) unscheduled draws on debt service reserves, reflecting financial difficulties, (3) unscheduled draws on credit enhancements, reflecting financial difficulties, (4) substitution of credit or liquidity providers for the County Bond, or their failure to perform, (5) adverse tax opinions, IRS notices or events affecting the tax status of the County Bond, (6) defeasances, (7) rating changes, (8) tender offers, and (9) bankruptcy, insolvency receivership, or a similar proceeding by the obligated person. The County will provide to the Repositories, together with any Accompanying Information, notice of an occurrence of the following events, if such event is material to a decision to purchase or sell the County Bond, in a timely manner not in excess of ten business days after the occurrence of an event: (1) non-payment related defaults, (2) modifications to the rights of bond holders, (3) bond calls or redemption, (4) release, substitution, or sale of property securing repayment of the County Bond, (5) the consummation of a merger, consolidation, acquisition involving an obligated person, other than in the ordinary course of business, or the sale of all or substantially all the assets of an obligated person, other than in the ordinary course of business, or the entry into a definitive agreement to engage in such a transaction, or a termination of such an agreement, other than in accordance with its terms, and (6) appointment of a successor or additional trustee, or the change in the name of the trustee. In addition, the County will provide timely notice of any failure by the County to provide information, data, or financial statements in accordance with its agreement described above under paragraphs 2, 3 and 4 of this Section.

The County has agreed to provide the foregoing information to the Repositories, together with any Accompanying Information. The information will be available free to holders of the County Bond through EMMA.

The County has agreed to update information and to provide notices of material events only as described in this Section. The County has not agreed to provide other information that may be relevant or material to a complete presentation of its financial results of operations, condition, or prospects or agreed to update any information that is provided, except as described herein. The County makes no representation or warranty concerning such information or concerning its usefulness to a decision to invest in or sell the County Bond at any future date. The County disclaims any contractual or tort liability for damages resulting in whole or in part

from any breach of its continuing disclosure agreement or from any statement made pursuant to its agreement, although holders or beneficial owners of the County Bond may seek a writ of mandamus to compel the County to comply with its agreement

The County may amend its continuing disclosure agreement only if (1) the amendment is made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in identity, nature, or status of the County, (2) the agreement, as amended, would have complied with the Rule at the date of sale of the County Bond, taking into account any amendments or interpretations of the Rule as well as any change in circumstance, and (3) the County receives an opinion of nationally recognized bond counsel to the effect that the amendment does not materially impair the interests of the holders and beneficial owners of the County Bond. If any such amendment is made, the County will include in its next annual update an explanation in narrative form of the reasons for the change and its impact on the type of operating data or financial information being provided

**SECTION 18** The County may issue Additional Bonds in one or more series with the consent of the Bank pursuant to a supplement to this Bond Resolution to provide funds for approved projects of the County so long as (a) no default has occurred and is continuing under this Bond Resolution or the Indenture, and (b) there shall have been filed with 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 series of Additional 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 Bond Resolution or separate resolution authorizing the issuance of such series of Additional Bonds

Refunding bonds may be issued under and secured by a supplement to this Bond Resolution for the purpose of providing funds for the refunding of the County Bond and Additional Bonds, upon compliance with the provisions above

It is intended that this Section 18 allow for the provision of Additional Bonds and refunding bonds commensurate with the ability of the Bank to issue additional Bank Bonds and refunding Bank Bonds as provided in Article II of the Indenture

**SECTION 19** (a) The Bank and the County, without the consent of the owners of any of the Bank Bonds outstanding under the Indenture, may enter into supplements to this Bond Resolution which shall not be inconsistent with the terms and provisions hereof for any of the purposes heretofore specifically authorized in this 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 owners of the Outstanding County Bond and does not require unanimous consent of the Bondholders pursuant to Section 12 01 of the Indenture,

(iii) To subject to the Indenture additional Revenues, 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 and 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,

(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) In connection with issuance of refunding bonds

(b) The provisions of this Bond Resolution may be amended in any particular with the written consent of the Bank and the owners of not less than a majority of the aggregate principal amount of Bank Bonds then outstanding, 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 County shall request the Trustee to consent to a proposed amendment for any of the purposes of this Section 19, the Trustee shall, upon being satisfactorily indemnified 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 County 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 as in this Section permitted and provided, this Bond Resolution shall be and be deemed to be modified and amended in accordance therewith.

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

**SECTION 20** The President and Clerk and any other Authorized Officers of the Governing Body are authorized to execute and deliver such resolutions, agreements, certificates and other documents as our required for the sale, issuance and delivery of the County Bond

**SECTION 21** The County hereby approves and acknowledges the Indenture and the terms and provisions thereof in the form attached as **EXHIBIT A** to this Bond Resolution with such completions, changes, insertions and modifications as shall be approved by the President or Clerk and recognizes that many items governing the terms and conditions of the County Bond are based upon terms, limitations and conditions provided in the attached Indenture

**SECTION 22** All orders, resolutions or proceedings of the Governing Body in conflict with any provision hereof shall be, and the same are hereby repealed, rescinded and set aside, but only to the extent of such conflict For cause, this Bond Resolution shall become effective upon the adoption hereof

Supervisor Luke Lummus moved and Supervisor R.B. Davis seconded the motion to adopt the foregoing resolution, and the question being put to a roll call vote, the result was as follows

Supervisor Lynn Horton	voted	<u>Aie</u>
Supervisor Luke Lummus	voted	<u>Aie</u>
Supervisor R B Davis	voted	<u>Aie</u>
Supervisor Shelton Deanes	voted	<u>Aie</u>
Supervisor Floyd McKee	voted	<u>Aie</u>

The motion having received the affirmative vote of a majority of the members present, the President of the Board declared the motion carried and the resolution adopted, on this the 3rd day of July, 2013

Shelton L. Deanes  
PRESIDENT, BOARD OF SUPERVISORS

ATTEST

[Signature]  
CLERK, BOARD OF SUPERVISORS

(SEAL)

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**EXHIBIT A**  
**FORM OF INDENTURE**

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**INDENTURE OF TRUST**

**BY AND BETWEEN**

**MISSISSIPPI DEVELOPMENT BANK**

**AND**

**\_\_\_\_\_ BANK,  
\_\_\_\_\_, MISSISSIPPI,  
AS TRUSTEE**

**DATED AS OF \_\_\_, 2013**

**RE**

**\$ \_\_\_\_,000**

**MISSISSIPPI DEVELOPMENT BANK  
TAXABLE SPECIAL OBLIGATION BONDS, SERIES 2013  
(CLAY COUNTY, MISSISSIPPI TAXABLE GENERAL OBLIGATION INDUSTRIAL  
DEVELOPMENT BOND PROJECT)**

Jackson 7455631v6

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EXHIBIT A – FORM OF COUNTY BOND

## INDENTURE OF TRUST

This **INDENTURE OF TRUST** is dated as of \_\_\_, 2013, 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"), organized under the provisions of Mississippi Code of 1972, Sections 31-25-1 *et seq* (as from time to time amended, the "Bank Act") and \_\_\_\_\_ **BANK**, a State banking association duly organized, existing and authorized under the laws of the State of Mississippi to accept and execute trusts of the character herein with its principal corporate trust office in \_\_\_\_\_, Mississippi, as Trustee (the "Trustee")

### **WITNESSETH**

**WHEREAS**, the Bank is authorized and empowered by the provisions of the Act to issue bonds for the purpose of buying Securities of Local Governmental Units (all as defined in the Bank Act), and

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

**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 (as hereinafter defined) 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, premium if any, 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, monies 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 securing of 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 and the investment earnings thereon and all proceeds thereof

#### GRANTING CLAUSE SECOND

The County Bond (as hereinafter defined) acquired and held by the Trustee pursuant to this Indenture, all the payments thereunder, including Additional Payments as defined herein, due under the County Bond Resolution, 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, 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 and interest on the Bonds due or to become due thereon, at the times and in the manner mentioned in the Bonds, and shall pay or cause to be paid 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 and 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"** means the accounts created pursuant to Article VI hereof

**"Act"** means together the Bank Act and the County Bond Act

**"Additional Payments"** means such Additional Payments as required by this Indenture, which include each and all of the following, to be paid by the County under the County Bond Resolution

(a) all Costs of Issuance to the extent not paid from the proceeds of the Series 2013 Bonds,

(b) to or upon the order of the Trustee, upon demand, all fees of the Trustee for services rendered under the Indenture and all fees and charges of the paying agent, registrars, legal counsel, accountants, engineers, public agencies and others incurred in the performance on request of the Trustee of services required under the Indenture for which the Trustee and such other persons are entitled to payment or reimbursement provided that after payment in full thereof the County may, without creating a default hereunder, contest in good faith the necessity or reasonableness of any such services, fees or expenses other than the Trustee's fees for ordinary services as set forth in the Indenture, paying agency fees and any fees or charges of public agencies,

(c) to the Issuer and the Trustee, the Administrative Expenses, and all other reasonable expenses incurred by the Issuer and the Trustee in relation to the Construction Project under the County Bond Resolution which are not otherwise required to be paid by the County under the terms of the County Bond Resolution and all indemnity payments required to be made under Section 11 09 hereof, and

(d) any and all out-of-pocket costs and expenses (including, without limitation, the reasonable fees and expenses of any counsel, accountants, appraisers or other professionals) incurred by the Trustee or the Issuer at any time, in connection with (i) the preparation, negotiation and execution of this Indenture, the County Bond, the County Bond Resolution and all other Bond Documents, any amendment of or modification of this Indenture, the County Bond, the County Bond Resolution or the other Bond Documents (including in connection with any sale, transfer, or attempted sale or transfer of any interest herein to a participant or assignee) (ii) any litigation, contest, dispute, suit, proceeding or action, whether instituted by the Issuer, the Trustee the County or any other person in any way relating to the Construction Project, the County Bond, the County Bond Resolution, the other Bond Documents, or the County's affairs, (iii) any attempt to enforce any rights of the Trustee or the Issuer against the County or any other person which may be obligated to the Trustee and/or Issuer by virtue of the County Bond, the County Bond Resolution, the other Bond Documents or any other Construction Project related document, (iv) any action to protect, collect, sell, liquidate or otherwise dispose of the Construction Project and (v) performing any of the obligations relating to or payment of any obligations of the County hereunder in accordance with the terms hereof or any other Bond Document

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

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

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

**"Bankruptcy Code"** means the 11 U S C Sections 101 *et seq* , as amended or supplemented from time to time

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

**"Bond Counsel"** means an attorney or firm of attorneys approved by the County and the Bank that is 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

**"Bond Issuance Expense Account"** means the account by that name created by Section 6 02 hereof

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

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

**"Bonds"** means the Series 2013 Bonds and any Refunding Bonds

**"Business Day"** means any day, other than a Saturday or Sunday, on which the Trustee or the County Courthouse of the County is not closed and on which the payment system of the Federal Reserve System, New Orleans branch, is operational

**"Capitalized Interest Account"** means the account by that name created by Section 6 02 hereof

**"Code"** means the Internal Revenue Code of 1986 in effect on the date of issuance of the Series 2013 Bonds, and the applicable regulations or rulings promulgated or proposed thereunder, and any successor thereto

**"County"** shall mean the Clay County Mississippi, a "local governmental unit" under the Bank Act

**"County Bond"** means the \$\_\_\_\_,000 Taxable General Obligation Industrial Development Bond, Series 2013, of the County

**"County Bond Act"** means the provisions of Mississippi Code of 1972, Sections 19-9-1, 19-9-5, *et seq* , and Section 57-75-37 as amended from time to time

**"County Bond Interest Payment"** means that portion of a County Bond Payment, which represents the interest due or to become due on County Bond held by the Trustee pursuant to this Indenture

**"County Bond Payment"** means the amounts paid or required to be paid, from time to time, for principal, premium if any and interest on the County Bond held by the Trustee pursuant to this Indenture

**"County Bond Principal Payment"** means that portion of a County Bond Payment which represents the principal due or to become due on the County Bond held by the Trustee pursuant to this Indenture

**"County Bond Purchase Agreement"** means that certain County Bond Purchase Agreement, dated \_\_\_\_\_, 2013, by and between the County and the Bank in connection with the issuance and sale of the County Bond

**"County Bond Resolution"** means that certain Bond Resolution adopted by the County on July 3, 2013, in connection with the issuance of the County Bond

**"Construction Project"** means providing funds for acquiring land for the Prairie Belt Powersite and for construction or contracting for the construction of streets, roads, railroads, spur tracks site improvements water, sewerage, drainage, pollution control and other related facilities necessary or required for industrial development purposes or the development of industrial park complexes, to acquire, purchase, install, lease, construct, own, hold, equip, control, acquire or construct other structures and facilities necessary and convenient for the planning, development, use, operation and maintenance of an industrial park or parks or for other industrial development purposes, including, but not limited to, utility installations, elevators, compressors, warehouses buildings and air, rail and other transportation terminals and pollution control facilities

**"Costs of Issuance"** shall mean items of expense payable or reimbursable by or indirectly by the Bank and related to the authorization, sale, validation and issuance of the Bonds and the purchase and validation of the County Bond, 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, financial advisor fees and expenses, costs of credit ratings, fees and charges for execution, transportation and safekeeping of Bonds, credit enhancements or liquidity facility fees, and other costs charges and fees in connection with the foregoing

**"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 and the Trustee

**"Debt Service Reserve Fund"** means the fund by that name created by Section 6 02 hereof

**"Debt Service Reserve Requirement"** means the lesser of the following (i) the maximum amount of principal and interest becoming due in the current or any future bond year (meaning each one year period beginning on July 2 of one year and ending on July 1 of the following year) on all Series 2013 Bonds then outstanding, (ii) 125% of average annual debt service on the Series 2013 Bonds, and (iii) 10% of the stated principal amount of the Series 2013 Bonds

**"DTC"** means The Depository Trust Company



**"DTC participants"** shall have the meaning ascribed thereto in Section 2 07 herein

**"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

**"Event of Default"** means any occurrence or event specified in Section 10 01 hereof

**"Fees and Charges"** means fees and charges established by the Bank from time to time pursuant to the Act which are payable by the County

**"Fiscal Year"** means the Bank's fiscal year being the twelve month period from July 1 through the following June 30 or such other as may be established by the Bank

**"Funds"** means the funds created pursuant to Article VI hereof

**"General Account"** means the account by that name created by Section 6 02 hereof

**"General Fund"** means the fund by that name created by Section 6 02 hereof

**"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 law

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

**"Interest Payment Date"** means any date on which interest is payable on the Bonds, and for the Series 2013 Bonds, March 1 and September 1, commencing \_\_\_ 1, 20\_\_

**"Investment Securities"** means any and all securities, instruments and the like in which the Bank is authorized from time to time to invest its funds under State law, including but not limited to Governmental Obligations

**"Local Governmental Unit"** means (i) any county, municipality, utility district, regional solid waste authority, county cooperative service district or political subdivision of the State of Mississippi, (ii) the State of Mississippi or any agency thereof, (iii) the institutions of higher learning of the State of Mississippi, (iv) any education building corporation established for

institutions of higher learning, or (v) any other governmental unit created under state law, such as the County, through programs of purchasing the bonds, notes or evidences of indebtedness of such local governmental units under agreements between such local governmental units and the Bank.

"Moody's" shall mean Moody's Investors Service

"Notice Address" means, with respect to the County the County's address given in connection with the sale of the County Bond to the Bank, and, with respect to the Bank, the Trustee and the Original Purchaser

<b><u>Bank</u></b>	Mississippi Development Bank 735 Riverside Drive, Suite 300 Jackson, Mississippi 39202 Attention Executive Director
<b><u>Trustee</u></b>	_____ Bank _____, Mississippi _____ Attention Corporate Trust Department
<b><u>Original Purchaser</u></b>	_____ _____ _____, _____ Attention Municipal Trading & Underwriting

"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" 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

"Original Purchaser" means Stephens Inc , Little Rock, Arkansas

"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

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

(f) Bonds deemed paid under Article IX hereof and

(g) Bonds in lieu of which other Bonds have been authenticated under Section 3 05, 3 06 or 3 10 hereof

**"Paying Agent"** means \_\_\_\_\_ Bank, \_\_\_\_\_, Mississippi, a State banking association organized and existing under the laws of the State of Mississippi, or any successor thereto, acting as the Paying Agent under the County Bond Resolution

**"Positive Cash Flow Certificate"** means a certificate prepared in accordance with Section 5 11 hereof by the Bank to the effect that immediately after the occurrence or non-occurrence of a specific action or omission, as appropriate, Revenues expected to be received, together with other moneys expected to be held in the Funds and Accounts under this Indenture and available therefor in accordance with Section 5 11 (a)(3) hereof, will at least be sufficient on each Interest Payment Date to provide payment of the principal and interest of the Outstanding Bonds due on such date and the payment of Program Expenses, if any

**"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"** means the maturity date or the mandatory sinking fund redemption date of any Bond

**"Program"** means the program for purchasing the County Bond by the Bank pursuant to the Bank Act

**"Program Expenses"** means all of the fees and expenses of the Trustee relating to the Bonds or County Bond, any expenses for preparing Positive Cash Flow Certificates under Section 5 11 and costs of determining the amount rebatable, if any, to the United States of America under Section 6 11 hereof, all to the extent properly allocable to the Program and approved in writing by the Bank.

**"Purchase Account"** means the account by that name created by Section 6 02 hereof

**"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"** means the account by that name created by Section 6 02 hereof

**"Redemption Price"** means, with respect to any Bond, the principal amount thereof, plus the applicable premium, if any payable upon redemption prior to maturity

**"Refunding Bonds"** means Bonds issued pursuant to Sections 2 04 and 2 05 hereof and any Supplemental Indenture

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

**"Related Documents"** shall mean this Indenture, the County Bond Resolution and the Tax Intercept Agreement

**"Reserve Fund Credit Facility"** mean an irrevocable and unconditional letter of credit, insurance policy or surety bond, the terms of which have been approved by the County, and the Bank, issued by a bank or other financial institution which is acceptable to the County and the Bank, having a long-term credit rating of "A" or better, as determined by S&P which credit facility names the Trustee as the beneficiary thereunder; provided, that any such credit facility must (a) be renewable or extendable on an annual basis, (b) have an initial term of not less than three (3) years, (c) provide that the bank or other financial institution providing such credit facility must notify the Trustee and the County, no less than 30 days in advance of the expiration of the credit facility of its intention not to renew or extend such credit facility, (d) permit the Trustee to make a drawing thereunder to fund the Debt Service Reserve Fund no later than five (5) business days prior to the earlier of (1) the expiration date of such credit facility and (2) the date the proceeds of such drawing will be needed to fund the Debt Service Reserve Fund

**"Revenues"** means the Funds and Accounts and all income, revenues and profits of the Funds and Accounts referred to in the granting clauses hereof including, without limitation, all County Bond Payments and any Tax Monies (as provided in Section 5 13 herein) and any Additional Payments paid to the Trustee under the County Bond Resolution

**"S&P"** means Standard & Poor's Ratings Group, a division of The McGraw Hill Companies, 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 County (with the approval of the Bank), by written notice to the Trustee

**"Secretary"** means the Secretary or the Assistant Secretary of the Bank

**"Series 2013 Bonds"** means \$\_\_\_\_,000 Mississippi Development Bank Taxable Special Obligation Bonds, Series 2013 (Clay County, Mississippi Taxable General Obligation Industrial Development Bond Project) issued pursuant to Section 2 01 of this Indenture

**"State"** means the State of Mississippi

**"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

**"Tax Intercept Agreement"** means the Tax Intercept Agreement, dated \_\_\_\_, 2013, by and between the County and the Bank, and accepted by the Trustee, as further described in Section 5 13 herein

**"Tax Monies"** shall have the meaning given it in Section 5 13 herein

**"Trustee"** means \_\_\_\_ Bank, \_\_\_\_, Mississippi, a State banking institution organized and existing under the laws of the State of Mississippi, or any successor thereto hereunder

**"Trust Estate"** means the property, rights, and amounts pledged and assigned to the Trustee pursuant to the granting clauses hereof

**SECTION 1 02 Rules of Interpretation** For all purposes of this Indenture, except as otherwise expressly provided or unless the context otherwise requires

(a) "This Indenture" means this instrument as originally executed and as it may from time to time be supplemented or amended pursuant to the applicable provisions hereof

(b) All references in this instrument to designated "Articles," "Sections" and other subdivisions are to the designated Articles, Sections and other subdivisions of this instrument as originally executed. The words "herein," "hereof," "hereunder," and "herewith" and other words of similar import refer to this Indenture as a whole and not to any particular Article, Section or other subdivision

(c) The terms defined in this Article or elsewhere in this Indenture have the meanings assigned to them in this Article or elsewhere in this Indenture, as the case may be, and include the plural as well as the singular

(d) All accounting terms not otherwise defined herein have the meanings assigned to them in accordance with generally accepted accounting principles

(e) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders

(f) The headings or captions used in this Indenture are for convenience of reference only and shall not define or limit or describe any of the provisions hereof or the scope or intent thereof

## ARTICLE II

### AUTHORIZATION AND ISSUANCE OF BONDS

**SECTION 2.01 Authorization and Issuance of Series 2013 Bonds** Bonds of the Bank to be known and designated as "Mississippi Development Bank Taxable Special Obligation Bonds, Series 2013 (Clay County, Mississippi Taxable General Obligation Industrial Development Bond Project)," are hereby authorized to be issued. The aggregate principal amount of Series 2013 Bonds that may be issued, authenticated and Outstanding hereunder is \_\_\_\_\_ Million Dollars (\$\_\_\_\_\_,000)

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 Series 2013 Bonds issued pursuant to this Indenture. The Series 2013 Bonds shall be payable solely from the Revenues. The State shall not be liable on the Series 2013 Bonds and the Series 2013 Bonds shall not be a debt, liability, pledge of the faith or loan of the credit of the State. The Series 2013 Bonds shall contain on the face thereof a statement to the effect that the Bank is obligated to pay the principal of the Series 2013 Bonds the interest and the redemption premium, if any, thereon only from the Revenues and that the State is not obligated to pay such principal, interest or redemption premium, if any, and that neither the faith and credit nor the taxing power of the State is pledged to the payment of

the Series 2013 Bonds. In the Act, the State has pledged to and agreed with the holders of any Series 2013 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 Series 2013 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 Series 2013 Bonds, are fully met and discharged. However, the Bank covenants and agrees in Section 5.12 hereof that it will on or before January 1 of each year request of the Governor of the State to appropriate and make available any amounts which may be necessary to restore any deficiency in the Debt Service Reserve Fund. All Series 2013 Bonds shall mature on or before July 1, 20\_\_.

**SECTION 2.02 Purpose and Disposition of Series 2013 Bonds**

The purpose for issuing the Series 2013 Bonds is to fund the Purchase Account, in order to provide funds for the purchase of the County Bond, to provide funds for the Construction Project to pay capitalized interest, to fund the Debt Service Reserve Fund, and to fund the Bond Issuance Expense Account of the General Fund to pay Costs of Issuance. Upon the delivery of the Series 2013 Bonds and receipt of the net proceeds therefor, the Bank shall deliver to the Trustee proceeds of the Series 2013 Bonds in the amount of \$\_\_\_\_ (\$\_\_\_\_,000.00 par amount of Series 2013 Bonds, plus a net original issue premium of \$\_\_\_\_ less an Underwriter's discount of \$\_\_\_\_) for deposit (i) into the Debt Service Reserve Fund, \$\_\_\_\_, (ii) into the Bond Issuance Expense Account of the General Fund, the sum of \$\_\_\_\_ to pay Costs of Issuance, (iii) into the General Fund, Capitalized Interest Account, the sum of \$\_\_\_\_ to pay interest on the Series 2013 Bonds during the construction of the Construction Project, and (iv) into the Purchase Account of the General Fund, \$\_\_\_\_ of the net proceeds to be distributed to the County as provided in the County Bond Purchase Agreement.

**SECTION 2.03 General Description of the Series 2013 Bonds** The Series 2013 Bonds shall be issuable as fully registered bonds in the denomination of \$5,000 or any integral multiple thereof. The Series 2013 Bonds shall be numbered from 1 upward, as applicable.

Each Series 2013 Bond shall carry an original date of \_\_\_\_, 2013 and shall carry the date on which it is authenticated. If a Series 2013 Bond is authenticated on or prior to \_\_\_\_, 20\_\_ it shall bear interest from \_\_\_\_, 2013. Each Series 2013 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 Series 2013 Bond unless such Series 2013 Bond is authenticated after a Record Date and on or before the next succeeding Interest Payment Date, in which event the Series 2013 Bond will bear interest from such next succeeding Interest Payment Date.

Interest on the Series 2013 Bonds shall be payable on January 1 and July 1 of each year, commencing \_\_\_\_, 20\_\_, until the Series 2013 Bonds are paid. Interest will be calculated using a three hundred sixty (360) day year based on twelve (12) thirty (30) day months.

The Series 2013 Bonds shall mature on July 1 in the years and in the principal amounts and shall bear interest at the rates per annum, all as set forth below:

YEAR	PRINCIPAL	INTEREST
------	-----------	----------

11

548

(JULY 1)

AMOUNT

RATE

**SECTION 2 04 Provisions for Issuance of Bonds** The Bonds shall be executed by Authorized Officers of the Bank for issuance under this Indenture and delivered to the Trustee and thereupon shall be authenticated by the Trustee and by it delivered to the Bank or to the purchasers thereof, as specified in a written order of the Bank, but only upon the receipt by the Trustee of

(a) An Opinion of Counsel dated as of the date of delivery thereof to the effect that (i) this Indenture and the performance by the Bank of its obligations hereunder, have been duly authorized, and this Indenture has been duly executed and delivered by the Bank and constitutes the legal, valid and binding agreement of the Bank, enforceable in accordance with its terms (ii) the Bonds have been duly authorized, sold, executed and delivered by the Bank, and are valid and binding obligations of the Bank enforceable in accordance with their terms, (iii) all resolutions and actions of the Bank relating to the documents in question and all related proceedings comply with all rules and regulations of the Bank and all approvals or other actions required to be obtained or taken by the Bank under the Act have been obtained or taken as required,

(b) A written order as to the delivery of such Bonds, signed by an Authorized Officer,

(c) A copy of the resolution adopted and approved by the Bank, authorizing the execution and delivery of this Indenture and the issuance and sale of such Bonds certified by an Authorized Officer,

(d) A certificate of an Authorized Officer that upon delivery of and payment for such Bonds, the amount on deposit in the Debt Service Reserve Fund, including any amount to be deposited therein from the proceeds of such Bonds or from the acquisition of a Reserve Fund Credit Facility, will be equal to the Debt Service Reserve Requirement,

(e) An Opinion of Bond Counsel dated as of the date of delivery thereof,

(f) A certificate of an Authorized Officer that the issuance of such Bonds will not violate any limitations in the Act or any other laws of the State as to the amount of Bonds that may be Outstanding from time to time,

(g) A certificate of an Authorized Officer that the Act has not been repealed or amended in a manner that would adversely affect the rights of owners of such Bonds, and

(h) Such further documents, moneys and securities as are required by the provisions of this Section 2 04 or Article VII

#### **SECTION 2 05 Provisions for Issuance of Refunding Bonds**

(1) All or any part of one or more series of Refunding Bonds may be 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

(2) 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

(a) 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,

(b) Irrevocable instructions to the Trustee, satisfactory to it, to give notice provided for in Section 4 05 hereof to the owners of the Bonds being refunded, and

(c) Either (i) moneys in an amount sufficient to effect payment at the applicable 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 any one or more escrow agents approved by the Bank in a separate account irrevocably in trust for and assigned to the respective owners of the Bonds to be refunded or paid, or (ii) Governmental Obligations in such principal amounts, of such maturities, bearing such interest, and otherwise having such terms and qualifications, as shall be necessary to comply with the provisions of Article IX which Governmental Obligations shall be held in trust and used only as provided in said Article

**SECTION 2 06 Form of Bonds** The Bonds and the Trustee s certificate of authentication to be endorsed on the Bonds are all to be in substantially the following form, with necessary and appropriate variations, omissions and insertions as are permitted or required by this Indenture

[The remainder of this page left intentionally blank.]



(FORM OF SERIES 2013 BOND)

(Front of Bond)

UNITED STATES OF AMERICA  
STATE OF MISSISSIPPI  
MISSISSIPPI DEVELOPMENT BANK  
TAXABLE SPECIAL OBLIGATION BOND, SERIES 2013  
(CLAY COUNTY, MISSISSIPPI TAXABLE GENERAL OBLIGATION INDUSTRIAL  
DEVELOPMENT BOND PROJECT)

NO \_\_\_\_\_ \$ \_\_\_\_\_

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Original Date</u>	<u>Date of Authentication</u>	<u>CUSIP</u>
%	July 1, _____	_____, 2013		

Registered Owner CEDE & CO

Principal Amount DOLLARS

Mississippi Development Bank, a body corporate and politic exercising essential public functions ("Bank"), organized under the laws of the State of Mississippi, 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, unless this Series 2013 Bond, as hereinafter defined, shall be redeemable and shall previously have been called for redemption and payment of the redemption price made or provided for, 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 Series 2013 Bond (unless this Series 2013 Bond is authenticated on or before \_\_\_ 1, 20\_\_ then from \_\_\_, 2013, or unless this Series 2013 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 January 1 and July 1, commencing \_\_\_ 1, 20\_\_, until payment of such principal amount shall have been made upon redemption or at maturity. The principal of this Series 2013 Bond is payable at the principal corporate trust office of \_\_\_\_\_ Bank, as trustee, in the City of \_\_\_\_\_, Mississippi (the "Trustee"), or at the principal 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 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 his 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

Series 2013 Bonds delivered to the Trustee at least one Business Day prior to the Record Date (as defined in the 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 Series 2013 Bond and the other Series 2013 Bonds, and the interest payable hereon and thereon, are payable solely by the Bank 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 County Bond (as hereinafter defined) purchased by the Bank. The Bank has no taxing power. This Series 2013 Bond and the other Series 2013 Bonds, both as to principal and interest, constitutes neither a debt, liability or loan of the credit of the State of Mississippi ("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 of the State or any political subdivision thereof; provided, however, that the County Bond is a general obligation of the County. The issuance of the Series 2013 Bonds under the provisions of the Act, as hereinafter defined, 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 Series 2013 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 Series 2013 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 Act, the State has pledged and agreed with the holders of any Series 2013 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 Series 2013 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 Series 2013 Bonds, are fully met and discharged.

This Series 2013 Bond is one of an authorized issue of bonds of the Bank known as Mississippi Development Bank Taxable Special Obligation Bonds, Series 2013 (Clay County, Mississippi Taxable General Obligation Industrial Development Bond Project) ("Series 2013 Bonds") issued under and secured by an Indenture of Trust dated as of \_\_\_, 2013 ("Indenture"), duly executed and delivered by the Bank to \_\_\_ Bank, \_\_\_, Mississippi, as Trustee ("Trustee"). The Series 2013 Bonds are limited in aggregate principal amount to \_\_\_ Million Dollars (\$\_\_\_ 000). The Series 2013 Bonds are issued pursuant to Sections 31-25-1 et seq., Mississippi Code of 1972, as amended ("Bank Act") and Sections 19-9-1 and 19-9-5 et seq., Mississippi Code of 1972 as amended (the "County Bond Act" and together with the Bank Act, the "Act") to provide funds to purchase the County Bond to provide funds for the Construction Project (as hereinafter defined), to pay capitalized interest, to fund a debt service reserve fund and to pay costs of issuing the Series 2013 Bonds and the County Bond. The County is Clay

County, Mississippi and the County Bond is Clay County, Mississippi Taxable General Obligation Industrial Development Bond, Series 2013 in the aggregate principal amount of \$\_\_\_\_,000. The County Bond is a general obligation of the County secured and described in that certain Bond Resolution, adopted by the Board of Supervisors of the County on July 3, 2013 (the "County Bond Resolution"). The proceeds received by the County from the sale of the County Bond to the Bank will be used by the County for the purpose of providing funds for financing certain capital projects and improvements which shall consist of (i) acquiring land for the Prairie Belt Powersite and for construction or contracting for the construction of streets, roads, railroads, spur tracks, site improvements, water, sewerage, drainage, pollution control and other related facilities necessary or required for industrial development purposes or the development of industrial park complexes, to acquire, purchase, install, lease, construct, own, hold, equip, control, acquire or construct other structures and facilities necessary and convenient for the planning, development, use, operation and maintenance of an industrial park or parks or for other industrial development purposes, including, but not limited to, utility installations, elevators, compressors, warehouses, buildings and air, rail and other transportation terminals and pollution control facilities (the "Construction Project"), (ii) paying capitalized interest, (iii) funding a debt service reserve fund for the Series 2013 Bonds, and (iv) paying the costs of issuance for the Series 2013 Bonds and the County Bond.

The County Bond Resolution, a certified copy of which is on file in the principal corporate trust office of the Trustee, provides that the County is unconditionally obligated to make payments secured by the full, faith and credit of the County 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 County Bond Resolution, the County covenants to levy a direct, continuing special tax upon all of the taxable property within the geographical limits of the County, adequate and sufficient, after allowance shall have been made for the expenses of collection and delinquencies in the payment of taxes, to produce sums required for the payment of the principal of premium, if any, and the interest on the County Bond and any additional obligations of the County under the County Bond Resolution, provided, however, that such tax levy for any year shall be abated *pro tanto* to the extent the County on or prior to September 1 of that year has transferred money to the 2013 Bond Fund of the County Bond from revenues, or has made other provisions for funds, to be applied toward the payment of the principal of and interest on the County Bond due during the ensuing fiscal year of the County, in accordance with the provisions of the County Bond Resolution. Said tax shall be extended upon the tax rolls and collected in the same manner and at the same time as other taxes of the County are collected, and the rate of tax which shall be so extended shall be sufficient in each year fully to produce the sums required as aforesaid, without limitation as to time, rate or amount. The avails of said tax are irrevocably pledged in the County Bond Resolution for the payment of the principal of, premium, if any, and interest on the County Bond and any additional obligations of the County as aforesaid as the same shall respectively mature and accrue.

The Series 2013 Bonds are all equally and ratably secured by and entitled to the protection of the Indenture on a parity one with another and with any Refunding Bonds which may be issued pursuant to Section 2.05 of the Indenture (collectively, the "Bonds"). To secure

payment of 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 rights, 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 (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 Series 2013 Bonds are issued and the terms and conditions upon which the Series 2013 Bonds will be paid at or prior to maturity, or will be deemed to be paid upon the making of provision for payment therefor Copies of the Indenture are on file at the principal corporate trust office of the Trustee

This Series 2013 Bond is transferable by the Registered Owner hereof in person or by his attorney duly authorized in writing at the principal corporate trust 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 Series 2013 Bond This Series 2013 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 Series 2013 Bond or Series 2013 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 Series 2013 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, Series 2013 Bonds may be exchanged for a like aggregate principal amount of Series 2013 Bonds of the same maturity of authorized denominations

If the County directs the Bank to redeem Series 2013 Bonds pursuant to Section 3 of the County Bond Resolution, the Bank has agreed under the Indenture to accept redemption and redeem Series 2013 Bonds in the following instances

(a) The Series 2013 Bonds (or any portions thereof in integral multiples of \$5,000 each) which mature on or after March 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 March 1 20\_\_ at par, plus accrued interest to the date of redemption thereof Under the Indenture selection of Series 2013 Bonds to be redeemed within a maturity will be made by lot by the Trustee

(b) The Series 2013 Bonds are also subject to extraordinary mandatory redemption prior to their stated date of maturity in whole or in part, at any time in inverse order of maturity, at a Redemption Price equal to the principal amount thereof

plus accrued interest to the redemption date, from and to the extent that moneys are transferred from the Purchase Account to the Redemption Account created in the Indenture due to a failure of the County to issue and deliver the County Bond or if the County Bond is issued and delivered by the County in an original principal amount less than the original principal amount of the Series 2013 Bonds or otherwise deposited in the Redemption Account from proceeds received upon the redemption of the County Bond under the County Bond Resolution as a result of redemption of the County Bond under the County Bond Resolution pursuant to a default under the County Bond Resolution and acceleration of the County Bond thereunder

In the event less than all of the Series 2013 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 Series 2013 Bonds to be redeemed by lot within a selected maturity, provided that Series 2013 Bonds shall be redeemed only in whole multiples of \$5,000

In the event any of the Series 2013 Bonds are called for redemption as aforesaid, notice thereof identifying the Series 2013 Bonds to be redeemed will be given by mailing a copy of the redemption notice by registered or certified mail not less than 30 days nor more than 45 days prior to the date fixed for redemption to the Registered Owner of the Series 2013 Bond to be redeemed at the address shown on the registration records kept by the Trustee. Failure to give such notice by mailing, or any defect therein with respect to any Series 2013 Bond, shall not affect the validity of any proceedings for the redemption of other Series 2013 Bonds. All Series 2013 Bonds so called for redemption will cease to bear interest on the specified redemption date, shall no longer be protected by 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 prior to the redemption date

The Registered Owner of this Series 2013 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 Series 2013 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, happen and be performed prior to the issuance of this Series 2013 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 Series 2013 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, premium, if any, and interest on the Series 2013 Bonds, as the same become due, are designed to be sufficient in amount for that purpose

This Series 2013 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

Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Indenture

**IN WITNESS WHEREOF**, the Mississippi Development Bank has caused this Series 2013 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

**MISSISSIPPI DEVELOPMENT BANK**

By \_\_\_\_\_

**Executive Director**

**ATTEST**

By \_\_\_\_\_

**Secretary**

**(SEAL)**

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**[FORM OF CERTIFICATE OF AUTHENTICATION]**

**CERTIFICATE OF AUTHENTICATION**

This Series 2013 Bond is one of the Series 2013 Bonds issued and delivered pursuant to the provisions of the within mentioned Indenture

\_\_\_\_\_ **BANK**  
\_\_\_\_\_, **MISSISSIPPI**, as Trustee

By \_\_\_\_\_  
Authorized Signatory

Date of Authentication \_\_\_\_, 2013

**[FORM OF VALIDATION CERTIFICATE]**

**VALIDATION CERTIFICATE**

**STATE OF MISSISSIPPI**

**COUNTY OF HINDS**

The undersigned Secretary of the Mississippi Development Bank does hereby certify that the within Series 2013 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 \_\_\_\_\_, 2013

\_\_\_\_\_  
Secretary

(SEAL)

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[FORM OF ASSIGNMENT]

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 Series 2013 Bond and all rights thereunder, and hereby irrevocably constitutes and appoints \_\_\_\_\_, Attorney, to transfer the within Series 2013 Bond on the records kept for registration thereof, with full power of substitution in the premises

Dated \_\_\_\_\_

**NOTICE** The signature to this assignment must correspond with the name as it appears upon the face of the within Series 2013 Bond in every particular, without alteration or any change whatever

Signature Guaranteed

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

BY \_\_\_\_\_  
Authorized Officer

[END OF SERIES 2013 BOND FORM]

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**SECTION 2 07 Book-Entry Only System** The Series 2013 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 Series 2013 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 09 hereof all of the outstanding Series 2013 Bonds shall be registered in the Bond Register in the name of Cede & Co, as nominee of DTC.

With respect to Series 2013 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 (i) the accuracy of the records of DTC, Cede & Co or any DTC participant with respect to any ownership interest in the Series 2013 Bonds, (ii) 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 Series 2013 Bonds, including any notice of redemption, or (iii) 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 Series 2013 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 Series 2013 Bond is registered in the Bond Register as the absolute owner of such Series 2013 Bond for the purpose of payment of principal, premium, if any, and interest with respect to such Series 2013 Bond, for the purpose of giving notices of redemption and other matters with respect to such Series 2013 Bond, for the purpose of registering transfers with respect to such Series 2013 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 Series 2013 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 Series 2013 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 Series 2013 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 and the Trustee determine that DTC is incapable of discharging its responsibilities described herein and in the DTC's Blanket Issuer Letter of Representations or that it is in the best interest of the Beneficial Owners of the Series 2013 Bonds that they be able to obtain certificated Series 2013 Bonds, the Bank and the Trustee shall (i) 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 Series 2013 Bond certificates to such successor securities depository or (ii) notify DTC and DTC participants of the availability through DTC of Series 2013 Bond certificates and transfer one or more separate Series 2013 Bond certificates to DTC participants having Series 2013 Bonds credited to their DTC accounts. In such event, the Series 2013 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 Series 2013 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 Series 2013 Bonds are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium if any and interest on such Series 2013 Bond and all notices with respect to such Bond shall be made and given, respectively, in the manner provided in the DTC's Blanket Issuer 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 by wire transfer or by such other method as is acceptable to the Trustee and the Bondholder upon written election of such Bondholder at least one Business Day prior to the applicable Record Date. 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, Secretary, 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 Executive Director or 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 substantially in the following form 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

**CERTIFICATE OF AUTHENTICATION**

This Series 2013 Bond is one of the Series 2013 Bonds issued and delivered pursuant to the provisions of the within mentioned Indenture

\_\_\_\_\_ **BANK**  
\_\_\_\_\_, **MISSISSIPPI**, as Trustee

By \_\_\_\_\_  
Authorized Signatory

The Trustee's certificate of authentication on any Bond shall be deemed to have been executed by it if signed by an authorized representative or signatory of the Trustee, but it shall not be necessary that the same representative or signatory sign the certificate of authentication on all of the 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 Bond, provided that in the case of any mutilated Bond, such Bond 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 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 indemnity satisfactory to it. The Trustee may charge the owner of such Bond its reasonable fees and expenses in connection with replacing any Bond 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. At reasonable times and under reasonable regulations established by the Trustee, said records may be inspected 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 (a) to register, transfer or exchange any Bond during a period of fifteen (15) days next preceding mailing of a notice of redemption of any Bonds, or (b) to register, transfer or exchange any Bonds 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 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 amount 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 Registered Owner thereof, all liability of the Bank to the Registered 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 Registered Owner of such Bond, without

liability for interest thereon to such Registered 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 hereof, 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 hereof, 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 either for another temporary Bond or Bonds or for 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 and payable solely from the Revenues and shall be a valid claim of the respective owners thereof only against the Funds and Accounts, other than any Accounts created thereunder, established hereunder and the County Bond 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 of the State or of any political subdivision thereof under the constitution of the State or a pledge of the faith and credit or taxing power of the State or any political subdivision thereof, but shall be payable solely from the Revenues and funds pledged therefor in accordance with this Indenture including, without limitation, the avails of the full faith and credit of the County derived or to be derived from payments made in respect of the County Bond pursuant to the County 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 County Bond is a general obligation of the County. 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 (except the City). In the Act the State has pledged and agreed with the holders of any 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      Privilege of Redemption and Redemption Prices and Terms for Series 2013 Bonds**

If the County directs the Bank to redeem the Series 2013 Bonds pursuant to Section 3 of the County Bond Resolution, the Bank agrees to accept redemption and redeem the Series 2013 Bonds in the following instances

(a) Optional Redemption The Series 2013 Bonds (or any portion thereof in integral multiples of \$5,000 each) which mature on or after March 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 March 1, 20\_\_ at par, plus accrued interest to the date of redemption thereof. Selection of the Series 2013 Bonds to be redeemed within a maturity will be made by lot by the Trustee

(b) Extraordinary Mandatory Redemption The Series 2013 Bonds are also subject to extraordinary mandatory redemption prior to maturity in whole or in part, at any time, in inverse order of maturity, at a Redemption Price equal to the principal amount thereof plus accrued interest to the redemption date, from and to the extent that moneys are transferred from the Purchase Account to the Redemption Account created in this Indenture due to a failure of the County to issue and deliver the County Bond or if the County Bond is issued and delivered by the County in an original principal amount less than the original principal amount of the Series 2013 Bonds when issued or otherwise deposited in the Redemption Account from proceeds received upon the redemption of the County Bond under the County Bond Resolution pursuant to a default under the County Bond Resolution and acceleration by the Trustee of the Series 2013 Bonds to be redeemed

**SECTION 4 02      Redemption at the Election or Direction of the Bank.** In the case of any redemption of Bonds, the Bank shall give written notice to the Trustee of its election or 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 in its sole discretion, 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 forty-five (45) days prior to the redemption date 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 held by such 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 particular 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. If redemption at a Redemption Price exceeding 100% of the principal amount redeemed is to take place as of any mandatory sinking fund redemption date, the Bonds to be so redeemed by such mandatory sinking fund redemption shall be selected by lot prior to the selection of the Bonds to be redeemed on the same date by operation of the optional redemption provisions set forth herein.

**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 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 but not more than 45 days prior to the date fixed for redemption to the Bonds Original Purchaser and 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 Principal and Interest.** The Bank covenants and agrees that it will promptly pay the principal of 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 and interest are payable by the Bank solely from Revenues and any other funds or assets of the Bank hereinafter pledged to the Trustee as security by the Bank to the extent of that pledge.

**SECTION 5 02 Performance of Covenants, Bank.** 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, in any, 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 hands 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 [RESERVED]**

**SECTION 5 05 Covenants Concerning Program.**

(1) In order to provide for the payment of the principal, premium, if any, 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 County Bond), 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 or to maintain any insurance on the County Bond and to enforce all terms, covenants and conditions of the County Bond including the collection, custody and prompt application of all payments and deposits required by the terms of the County Bond for the purposes for which they were made

(2) 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 County Bond which is in default.

**SECTION 5 06 Possession and Inspection of County Bond.** The Trustee covenants and agrees to retain or cause its agent to retain possession of the County Bond 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 County Bond 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

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**SECTION 5 07      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 County Bond and the Funds and Accounts established by this Indenture. 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 day of the month following the end of each six-month period, commencing with the period ending July 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 08      Bank Covenants with Respect to County Bond**

(1) The Bank covenants and agrees that it will not permit or agree to any material change in the County Bond unless the Bank supplies the Trustee with a Positive Cash Flow Certificate which gives effect to such action.

(2) [Reserved]

(3) The Bank covenants and agrees that it will enforce or authorize the enforcement of all remedies available to owners or holders of the County Bond, unless the Bank provides the Trustee with a Positive Cash Flow Certificate which gives effect to the Bank's failure to enforce or to authorize the enforcement of such remedies, provided, however, that decisions as to the enforcement of remedies shall be within the sole discretion of the Trustee.

(4) The Bank covenants and agrees that it will not sell or dispose of the County Bond.

**SECTION 5 09      [RESERVED]**

**SECTION 5 10      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 11      Positive Cash Flow Certificates**

(1) At any time that the provisions of this Indenture shall require that a Positive Cash Flow Certificate be prepared concerning anticipated Revenues and payments on the Bonds, such

certificate shall be prepared by a nationally recognized firm of independent accountants acceptable to the Trustee in accordance with this Section 5 11 Such certificate shall set forth

- (a) the Revenues expected to be received on the County Bond financed or expected to be financed with proceeds of Outstanding Bonds,
- (b) all other Revenues, including the interest to be earned and other income to be derived from the investment of the Funds and Accounts and the rate or yields used in estimating such amounts,
- (c) all moneys expected to be in the Funds and Accounts,
- (d) the amount, if any, expected to be withdrawn from the Debt Service Reserve Fund, but only if the amount on deposit in the Debt Service Reserve Fund is expected to at least equal the Debt Service Reserve Requirement immediately after such withdrawal and such withdrawal is permitted by this Indenture,
- (e) the principal and interest due on all Bonds expected to be Outstanding during such Fiscal Year, and
- (f) the amount, if any, of Program Expenses expected to be paid from the Revenues

(2) In making any Positive Cash Flow Certificate, the accountant or firm of accountants may contemplate the payment or redemption of Bonds for the payment or redemption of which amounts have been set aside in the Redemption Account The issuance of Bonds, the making of transfers from one Fund to another and the deposit of amounts in any Fund from any other source may only be contemplated in a Positive Cash Flow Certificate to the extent that such issuance, deposit or transfer has occurred prior to or will occur substantially simultaneously with the delivery of such Positive Cash Flow Certificate The accountant or firm of accountants shall also supply supporting schedules appropriate to show the sources and applications of funds used, identifying particular amounts to be transferred between Funds, amounts to be applied to the redemption or payment of Bonds and amounts to be used to provide for Costs of Issuance and capitalized interest for the Bonds The amount of the existing County Bond, existing Investment Securities and existing cash shall be the amounts as of the last day of the month preceding the month in which the Positive Cash Flow Certificate is delivered but shall be adjusted to give effect to scheduled payments of principal and interest on the County Bond, actual payments or proceeds with respect to Investment Securities and actual expenditures of cash expected by the Bank through the end of the then current month

#### **SECTION 5 12 Bank's Certificate of Debt Service Reserve Fund Deficiency**

(1) The Trustee shall give the Bank notice by December 1 in any year in which Bonds are Outstanding if the Debt Service Reserve Fund is not funded with an amount equal to the Debt Service Reserve Requirement. As provided by the Act, the Bank covenants and agrees that it will, on or before January 1, of each year, make and deliver to the Governor of the State a certificate, stating the sum, if any, required to restore the Debt Service Reserve Fund to the Debt Service Reserve Requirement In computing any deficiency, the Bank shall also take into

account any transfer from the Debt Service Reserve Fund to the General Account which is necessary to make the applicable January 1 payment provided for in Section 6 08 The Bank covenants and agrees that it will immediately take all further action required or allowed under Section 31-25-105, Mississippi Code of 1972 as amended, from time to time, to certify to the Governor of the State and the State Legislature any deficiency in the Debt Service Reserve Fund

(2) At such time as monies have been appropriated and made available by the State under this Section 5 12, the Bank shall immediately request that such monies be transferred to the Trustee to be deposited in the Debt Service Reserve Fund pursuant to this Indenture Any monies appropriated by the State Legislature for the purposes of replenishing the Debt Service Reserve Fund shall be deposited into the Debt Service Reserve Fund upon receipt by the Trustee and invested and used in accordance with the terms and conditions of this Indenture

**SECTION 5 13 Agreement Withholding County Monies to Satisfy Delinquent Payments**

As provided for in the Act, the County and the Bank have entered into and the Trustee has accepted the Tax Intercept Agreement whereby the County has covenanted, agreed and authorized the Mississippi Department of Revenue or any other State agency, department or commission to (1) withhold all or any part of any monies which the County 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 State agency, department or commission (the "Tax Monies") subject to the prior lien on the Tax Monies which may be withheld by the Mississippi Department of Revenue or any other state agency, department or commission, and (2) pay same over to the Trustee on behalf of the Bank to satisfy any delinquent payment (the "Delinquent Payment") under Section 12 of the County Bond Resolution If on the first day of June and December of each year, beginning \_\_\_ 1, 20\_\_ there are insufficient funds to make the payments under Section 12 of the County Bond Resolution, the Bank has authorized and directed the Trustee under the Tax Intercept Agreement to file the Tax Intercept Agreement and a statement of deficiency setting forth the amount of any Delinquent Payment with the Mississippi Department of Revenue or any other State agency department or commission, thereby directing the Mississippi Department of Revenue or any other State agency, department or commission to pay any Tax Monies directly to the Trustee on behalf of the Bank to satisfy any Delinquent Payment, all as permitted under the Act In any event, if the County fails to make timely payments under the County Bond Resolution as provided in Section 12 of the County Bond Resolution, the Trustee is hereby further directed to file the Tax Intercept Agreement with the Mississippi Department of Revenue and take further action to recover Tax Monies under the Tax Intercept Agreement The Trustee is hereby directed to pay any Tax Monies into the General Account of the General Fund to be applied in accordance with Section 6 05 hereof

**SECTION 5 14 [RESERVED]**

**ARTICLE VI**

**REVENUES AND FUNDS**

**570**

**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 following funds to be held by the Trustee (a) the General Fund, and (b) the Debt Service Reserve Fund There is hereby created and established in the General Fund a "General Account" "Capitalized Interest Account," "Bond Issuance Expense Account" "Redemption Account," and "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**

(1) The Trustee shall deposit the proceeds from the sale of the Series 2013 Bonds in the manner provided in Section 2 02 hereof

(2) 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 County Bond), the Trustee shall deposit such amounts into the General Account of the General Fund or such other applicable Fund or Account.

**SECTION 6 05 Operation of General Account and Capitalized Interest Account** The Trustee shall deposit in the General Account and Capitalized Interest Account of the General Fund all amounts required to be deposited therein pursuant to the provisions of this Article VI and Section 2 02 On or before three (3) business days next preceding each Interest Payment Date, for the period from the date of closing through \_\_\_ 1, 20\_\_\_, the Trustee shall transfer from the Capitalized Interest Account for deposit in the General Account such amount less any other amount on deposit in the General Account for the payment of interest, as shall be necessary to pay the interest coming due on the Series 2013 Bonds on such Interest Payment Date to the extent there are available funds The amounts on deposit in the Capitalized Interest Account, will be transferred by the Trustee to the General Account as follows \$\_\_\_ for the \_\_\_ 1, 20\_\_\_ Interest Payment Date, \$\_\_\_ for the \_\_\_ 1, 20\_\_\_ Interest Payment Date, \$\_\_\_ for the \_\_\_ 1, 20\_\_\_ Interest Payment Date, and \$\_\_\_ for the \_\_\_ 1, 20\_\_\_ Interest Payment Date, for interest due on the Series 2013 Bonds Any amounts remaining in the Capitalized Interest Account on \_\_\_ 2, 20\_\_\_, shall be transferred to the General Account for the next payment of interest coming due on the Series 2013 Bonds

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 four (4) Business Days next preceding each Interest Payment Date, to the Trustee such amount (including Investment Securities held by Trustee maturing or callable on or before the applicable Interest Payment Date) as shall be necessary to pay the principal and interest coming due on the Series 2013 Bonds on such Interest Payment Date

(b) As soon as funds become available, to the Debt Service Reserve Fund sufficient amounts to assure that there is on deposit therein the Debt Service Reserve Requirement

(c) At such times as shall be necessary to pay Program Expenses, and

(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 City Bond Payments in the succeeding twelve (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 Series 2013 Bonds within the immediately succeeding twelve month period, to the County at the request of the County 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 sale or redemption prior to maturity of the County Bond 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 as follows moneys in the Redemption Account shall be used to redeem Series 2013 Bonds Such redemption shall be made pursuant to a redemption under the provisions of Article IV hereof The Trustee shall pay the interest accrued on the Series 2013 Bonds so redeemed to the date of redemption from the General Account and the Redemption Price from the Redemption Account

**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 County Bond in accordance with the procedures established by the Bank as set forth in Article VII hereof upon the submission of requisitions of the Bank signed by an Authorized Officer stating that all requirements with respect to such financing set forth in this Indenture have been or will be complied with Any amounts remaining in the Purchase Account after the purchase of the County Bond shall be transferred to the Redemption Account for the redemption of the Series 2013 Bonds

**SECTION 6 08 Operation of Debt Service Reserve Fund**

(1) The Trustee shall deposit in the Debt Service Reserve Fund all moneys required to be deposited therein pursuant to Section 2 02 and Article VI hereof, shall invest such funds

pursuant to Article VIII hereof, and, except as provided in this Section 6 08, shall disburse the funds held in the Debt Service Reserve Fund solely to the General Account for the payment of interest on and principal of the Series 2013 Bonds and only in the event that moneys in the General Account are insufficient to pay principal of and interest on the Series 2013 Bonds after making all the transfers thereto required to be made under Section 6 06 (from the Redemption Account) and Section 6 09 (from the Special Reserve Fund) In the event that moneys are withdrawn from the Debt Service Reserve Fund, the Bank shall restore such Debt Service Reserve Fund to an amount equal to the Debt Service Reserve Requirement, provided, however, that any obligation of the Bank to restore any deficiency in Debt Service Reserve Fund to the Debt Service Reserve Requirement shall be a limited obligation of the Bank payable solely from Revenues as provided in Section 3 11 of this Indenture If the Bank fails to restore the Debt Service Reserve Fund to an amount equal to the Debt Service Reserve Requirement, the Bank shall seek to appropriate from the State Legislature the amount necessary to restore the balance in the Debt Service Reserve Fund to the Debt Service Reserve Requirement amount as provided in Section 5 12 of this Indenture Pursuant to Section 10 01(j) of this Indenture, failure by the Bank to restore the Debt Service Reserve Fund to the Debt Service Reserve Requirement within 360 days after the end of the Fiscal Year during which a deficiency occurs is an Event of Default

(2) Any amounts in the Debt Service Reserve Fund in excess of the Debt Service Reserve Requirement shall be transferred to the General Account, provided, however, such amounts in excess of the Debt Service Reserve Requirement shall be paid to the County at the request of the County with the prior written approval of the Bank.

(3) The County may, at any time, provide the Trustee with a Reserve Fund Credit Facility to be substituted for all or a portion of the amount of money and investments in the Debt Service Reserve Fund equal to the amount available for drawing under such Reserve Fund Credit Facility, provided that such right of substitution shall be subject to the following conditions

(a) The Trustee shall receive an opinion of counsel acceptable to the Trustee, in form and substance satisfactory to the Trustee, addressed to the Trustee, the Bank and the County as to the due authorization, execution, delivery and enforceability of the Reserve Fund Credit Facility in accordance with its terms, subject to applicable laws affecting creditors' rights generally, and, in the event the issuer of the Reserve Fund Credit Facility is not a domestic entity an opinion of foreign counsel to the same effect in form and substance satisfactory to the Trustee, and

(b) The Trustee, the Bank and the County shall receive an opinion of nationally recognized counsel, in form and substance satisfactory to each of them, to the effect that substitution of such Reserve Fund Credit Facility and the proposed application to the amounts in the Debt Service Reserve Fund will not cause the interest of the Bonds to become includable in gross income for federal income taxation purposes, and

(c) The obligation of the Bank to reimburse the issuer of the Reserve Fund Credit Facility for any fees or expenses or claims or drawings under such Reserve Fund Credit Facility shall be subordinate to the payment of debt service on the Bonds under this Indenture, and

(d) The Reserve Fund Credit Facility must provide for a revolving feature under which the amount available for drawing thereunder will be reinstated to the extent of any reimbursement of drawings or claims paid, and

(e) The value of the assets (including the amount available for drawing under the Reserve Fund Credit Facility) held in the Debt Service Reserve Fund must equal the Debt Service Reserve Requirement immediately upon such substitution

If there shall be an insufficiency of funds in the General Account of the General Fund to make any required payment of principal of or interest on any corresponding Bonds and the Trustee is holding a Reserve Fund Credit Facility in lieu of funds in the Debt Service Reserve Fund, the Trustee shall make a drawing under the Reserve Fund Credit Facility in an amount equal to the lesser of (a) the amount then available for drawing under the Reserve Fund Credit Facility or (b) the amount necessary to make up the insufficiency described above, which drawing shall be made in time to prevent the occurrence of an Event of Default under this Indenture, and the proceeds of such drawing shall be deposited into the Debt Service Reserve Fund for application as provided in this Indenture

On the fifth (5th) Business Day prior to the expiration of any Reserve Fund Credit Facility, the Trustee shall make a drawing of the full amount available thereunder and shall deposit the proceeds of such drawing into the Debt Service Reserve Fund, provided, however, that the Trustee shall not make a drawing if, not later than the fifth (5th) Business Day prior to the expiration of such Reserve Fund Credit Facility a substitute Reserve Fund Credit Facility or money and/or Investment Securities equal to the Debt Service Reserve Requirement have been delivered to the Trustee for deposit in the Debt Service Reserve Fund

If the Trustee receives notice that (a) the revolving reinstatement feature described above has been suspended or terminated, (b) the rating of the issuer of the Reserve Fund Credit Facility has fallen below "A" by S&P, (c) the issuer of the Reserve Fund Credit Facility has defaulted in its payment obligations thereunder, or (d) the Reserve Fund Credit Facility will not be extended or renewed, the Trustee shall immediately notify the County in writing, of the occurrence of such event and shall request that the County make or cause to be made the payments required to replenish the Debt Service Reserve Fund pursuant to this Indenture and the Qualified Obligation Indenture, which payments may be made from the proceeds of a drawing under the Reserve Fund Credit Facility

**SECTION 6.09      Operation of the Capitalized Interest Account**

(Insert)

**SECTION 6.10      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 an Authorized Representative of the County and the Executive Director of the Bank, to pay



the Costs of Issuance of the Series 2013 Bonds or to reimburse the Bank for amounts previously advanced for such costs, and

(b) On the date which is thirty (30) days after the date of issuance of the Series 2013 Bonds, any funds remaining in the Bond Issuance Expense Account shall be transferred to the General Account of the General Fund

**SECTION 6 11 RESERVED**

**SECTION 6 12 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 deposited with or paid to the Trustee for the redemption of Bonds, notice of the redemption of which has been duly given. Such money 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 13 Amounts Remaining in Funds or Accounts** Any amounts remaining in any Fund or Account after full payment of the Bonds and the fees, charges and expenses of the Trustee and all other amounts due and owing hereunder shall be distributed to the County, 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 14 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 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. 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

**ARTICLE VII**

**PURCHASE OF COUNTY BOND**

**SECTION 7 01 Terms and Conditions of Purchase** The County Bond 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 Purchases** The Trustee shall pay the purchase price of the County Bond upon receipt by the Trustee of

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

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

(c) a certified transcript of proceedings authorizing the issuance, execution and delivery of the County Bond, 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 Trustee,

(d) an Opinion of Bond Counsel in form satisfactory to the Bank stating that the County Bond constitutes valid and binding obligation enforceable in accordance with its terms, subject to such enforcement limitations customarily contained in such opinions

(e) the County Bond registered as to both principal and interest to the Bank and delivered in accordance with the Act,

(f) an opinion of counsel for the County in form satisfactory to the Bank stating that such County is a Local Governmental Unit within the meaning of the Bank Act, and

(g) a signed County Bond Purchase Agreement from the County, and

(h) an executed Tax Intercept Agreement

Upon receipt of such requisition, transcript, Opinion of Bond Counsel, County Bond, the Tax Intercept Agreement and signed documents, the Trustee shall pay such amount directly to the entity entitled thereto as named in such requisition

**SECTION 7 03 Retention and Inspection of Documents** All requisitions, certificates, transcripts, Opinions of Bond Counsel, the Tax Intercept Agreement and the County Bond received by the Trustee, as required in this Article as conditions 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** The Bank may require a report to be made by an officer or employee of the Trustee on behalf of the Trustee within sixty (60) days after the delivery of the Bonds covering all receipts and all disbursements made pursuant to the provisions of this Article VII in respect of the net proceeds of the Bonds deposited in the Purchase Account Said report shall be supplemented at least once every sixty (60) days by the Trustee until all of the net proceeds of the Bonds deposited in the Purchase Account shall have been expended Each such report shall be mailed by the Trustee to the Bank.

## ARTICLE VIII

### INVESTMENT OF MONEYS

#### SECTION 8 01      **General Provisions**

(1) Any moneys held as part of any Fund or Account created under or pursuant to Article VI hereof 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, 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 which is an affiliate of the Trustee and may trade with itself or any of its affiliates in doing so. The Trustee and the Bank agree that all investments, and all instructions of the Bank to the Trustee with respect thereto shall be made in accordance with prudent investment standards reasonably expected to produce the greatest investment yields while seeking to preserve principal without causing any of the Series 2013 Bonds to be arbitrage bonds as defined in Section 148 of the Code. 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 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 will be added to the General Account.

(2) The Bank (a) certifies to the owners of the Series 2013 Bonds from time to time Outstanding that moneys on deposit in any Fund or Account in connection with the Series 2013 Bonds, whether or not such moneys were derived from the proceeds of the sale of the Series 2013 Bonds or from any other sources, are not intended to be used in a manner which will cause the interest on the Series 2013 Bonds to lose the exclusion from gross income for federal income tax purposes and (b) covenants with the owners of the Series 2013 Bonds from time to time Outstanding that, so long as any of the Series 2013 Bonds remain Outstanding, moneys on deposit in any Fund or Account established in connection with the Series 2013 Bonds, whether or not such moneys were derived from the proceeds of the sale of the Series 2013 Bonds or from any other source, will not be used in any manner which will cause the interest on the Series 2013 Bonds to become subject to federal income taxation.

#### SECTION 8 02      **Reserved**

SECTION 8 03      **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

## ARTICLE IX

### 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 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 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 such Bond and interest thereon to the due date thereof (whether such due date be by reason of maturity or upon redemption as provided in this Indenture 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, 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

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

(a) 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)

(b) to call for redemption pursuant to this Indenture any Bonds to be redeemed prior to maturity pursuant to (a) hereof, and

(c) to mail, as soon as practicable, in the manner prescribed by Article IV hereof, a notice to the owners of such Bonds that the deposit required by (b) of the preceding paragraph has been made with the Trustee and that said Bonds are deemed to have been paid in accordance with this Article and stating the maturity or redemption date upon which moneys are to be available for the payment of the principal or redemption price, if applicable, on said Bonds as specified in subparagraph (a) of this paragraph provided, however, such notice can be given in advance of such deposit if such funds represent sufficient funds in the form of cash for the payment of principal of, premium, if any, and interest on the Bonds to be paid prior to their due date by reason of maturity or upon redemption within ninety (90) days of the delivery date of the Bonds

Any moneys so deposited with the Trustee 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 hands 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 the General Account

With respect to the Series 2013 Bonds, no such deposit under this Article shall be made or accepted hereunder and no use made of any such deposit unless the Trustee shall have received an Opinion of Bond Counsel to the effect that such deposit and use would not cause any of the Series 2013 Bonds to be treated as arbitrage bonds within the meaning of Section 148 of the Code. Moreover, no such deposit shall be deemed a payment of Bonds unless the Trustee shall have received a verification from an accountant or firm of accountants appointed by the Bank and acceptable to the Trustee verifying the sufficiency of the deposit to pay the principal of, premium, if any, and interest on the Bonds to the due date, whether such due date be by reason of maturity or upon redemption. Provided, however, such verification from an accountant or firm of accountants appointed by the Issuer and acceptable to the Trustee, will not be required if the deposit made with the Trustee represents sufficient funds in the form of cash for the payment of principal of, premium, if any, and interest on the Bonds to be paid prior to their due date by reason of maturity or upon redemption within ninety (90) days of the delivery date of the Bonds. If requested by the Trustee, the Issuer will provide proof in a form acceptable to the Trustee of the sufficiency of the cash funds deposited as stated in the preceding sentence.

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 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, 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 hereinabove 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 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 or redemption premium of any Bond whether at the stated maturity thereof or on any date fixed for redemption, or
- (c) Failure of the Bank to remit to the Trustee within the time limits prescribed herein any moneys which are required by this Indenture to be so remitted or
- (d) Default in the performance or observance of any other of the covenants, agreements or conditions on the part of the Bank contained in this Indenture or in the Bonds and failure to remedy the same within the time provided in, and after notice thereof pursuant to, Section 10 10 hereof; or
- (e) Any warranty, representation or other statement by or on behalf of the Bank contained in this Indenture or in any instrument furnished in compliance with or in reference to this Indenture is false or misleading when made, in any material respect, and failure to remedy the same within the time provided in, and after notice thereof pursuant to, Section 10 10 hereof, or
- (f) A petition is filed against the Bank under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction whether now or hereafter in effect and is not dismissed within sixty (60) days after such filing, or
- (g) The Bank files a petition in voluntary bankruptcy or seeking relief under any provisions of any bankruptcy, reorganization arrangement, insolvency, adjustment of debt, dissolution or liquidation law of any jurisdiction whether now or hereafter in effect, or consents to the filing of any petition against it under such law, or

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

(i) Default in the due and punctual payment of any interest or principal on the County Bond or

(j) [Reserved], or

(k) The Bank for any reason shall be rendered incapable of fulfilling its obligations under this Indenture, or

(l) There is an event of default under the County Bond Resolution

**SECTION 10 02 Remedies Rights of Bondholders** Upon the occurrence of an Event of Default, the Trustee shall 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 County Bond

(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 County Bond as the Trustee deems necessary or appropriate and in the best interest of the Bondholders, subject to the terms of the County Bond

(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 Attorney General of the State and as otherwise required by the Act

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 if indemnified as provided in Section 11 01(k) hereof, or (b) if 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, subject to Section 15 01 herein, 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 including the Act, and of this Indenture.

**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 County Bond) 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,

**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 indemnity as provided in Section 11 01(k) hereof, and (d) the Trustee has refused, or for sixty (60) days after receipt of such request and offer of 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 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 to 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, and 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 and the Bank shall have had sixty (60) days after receipt of such notice to correct the Default or cause the Default to be corrected, and shall not have corrected the Default or caused the Default to be corrected within the applicable period, provided, however, if the Default be such that it is correctable but cannot be corrected within the applicable period, it shall not constitute an Event of Default if corrective action is instituted by the Bank within the applicable period and diligently pursued until the Default is corrected. If a Default is cured under this Section 10 10, then it will not constitute an Event of Default

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

## **ARTICLE XI**

### **TRUSTEE**

**SECTION 11 01      **Acceptance of the Trusts.**** The Trustee hereby accepts the trusts and duties imposed upon it by this Indenture, and agrees to perform said trusts and duties with the same degree of care and skill in their exercise, as a prudent corporate trustee would exercise or use under the circumstances in the conduct of his 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 or the Trustee) if selected in accordance with the standard set forth above. The Trustee shall not be responsible for any loss or damage resulting from any action or non-action in good faith in reliance upon such opinion or advice.

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

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

(e) The Trustee shall be protected in acting upon any notice, request, consent, certificate, order, affidavit, letter, telegram or other paper or document reasonably believed to be genuine and correct and to have been signed or sent by the proper person or persons. The Trustee shall not withhold unreasonably its consent, approval or action to any reasonable request of the Bank. Any action taken by the Trustee pursuant to this Indenture upon the request of the Bank or consent of any person who at the time of making such request or giving such consent is the owner of any Bond, shall be conclusive and binding upon all future owners of the same Bond and upon Bonds issued in exchange therefor or in place thereof.

(f) As to the existence or nonexistence of any fact or as to the sufficiency or validity of any instrument, paper or proceeding, the Trustee shall be entitled in good faith to rely upon a certificate signed by an Authorized Officer as sufficient evidence of the facts therein contained and prior to the occurrence of an Event of Default of which the Trustee has become aware shall also be at liberty to accept a similar certificate to the effect that any particular dealing, transaction or action is necessary or expedient but may

in 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 other than 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 Bonds, 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 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, by reason of any action so taken.

(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 and this Indenture. The Trustee shall not be under any liability for interest on any moneys received hereunder except such as may be agreed upon.

(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 of or interest on any of the Bonds and any event of default in the payment of principal of and interest on the County Bond.

(n) The Trustee shall have no obligation to file financing statements or continuation statements.

(o) The Trustee's immunities and protections from liability and its right to indemnification in connection with the performance of its duties under this Indenture shall extend to the Trustee's officers, directors, agents, attorneys and employees. Such immunities and protections and rights to indemnification, together with the Trustee's right to compensation, shall survive the Trustee's resignation or removal, the discharge of this Indenture and final payment 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 herein provided. Upon any Event of Default, but only upon an Event of Default, the Trustee shall have a first lien with right of payment prior to payment on account of principal of or interest on any Bond upon the Trust Estate for the foregoing fees, charges and expenses incurred by it, respectively.

**SECTION 11 03 Intervention by the Trustee.** In any judicial proceeding to which the Bank is a party and which in the opinion of the Trustee and its Counsel has a substantial bearing on the interests of the owners of the Bonds, the Trustee may intervene on behalf of the Bondholders and shall do so if requested in writing by the Beneficial Owners of at least twenty-five percent (25%) of the aggregate principal amount of Bonds then Outstanding upon receiving indemnification satisfactory to the Trustee.

**SECTION 11 04 Successor Trustee.** Any corporation or association into which the Trustee may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer its trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer to which it is a party ("Reorganization"), ipso facto shall be and become successor Trustee hereunder if legally qualified to serve as such, and vested with all of the title to the Trust Estate and all the trusts, powers, discretions, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any instrument or any further act, deed or conveyance on the part of any of the parties hereto, anything herein to the contrary notwithstanding, provided that within thirty (30) days of the effective date of such Reorganization the Bank may object to such corporation or association becoming successor Trustee by filing written notice of such objection with the successor Trustee and by mailing such notice to each Bondholder whereupon a successor or temporary Trustee shall be appointed in accordance with Section 11 07 hereof.

**SECTION 11 05 Resignation by the Trustee.** The Trustee and any successor Trustee may at any time resign from the trusts hereby by giving thirty (30) days' written notice by registered or certified mail to the Bank 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.

**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 Beneficial Owners of a majority in aggregate principal amount of all Bonds then Outstanding or their attorneys-in-fact duly 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 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 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 in good standing in and incorporated under the laws of the State, duly authorized to exercise trust powers and subject to examination by federal or State authority, 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 or his predecessor and also to the Bank 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, 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 shall deliver all securities, moneys and other property or documents held by it as Trustee hereunder to its or his 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, if any

**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, attorneys, 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 County Bond, the Bonds or the County Bond Resolution except a violation by the Trustee,

(b) any statement or information relating to the expenditure of the proceeds of the Series 2013 Bonds contained in the "Tax Certificate" or similar document furnished by the County 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 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 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, which approval shall not be unreasonably withheld 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 County Bond 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 as to permit the qualification hereof and thereof under the Trust Indenture Act of 1939 or any similar federal statute hereafter in effect or 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. and, if so determined, to add to this Indenture or any indenture supplemental hereto 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 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 contained 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 redemption premium, or (c) a privilege or priority of any Bond or Bonds over any other Bond or Bonds, or (d) a reduction in the aggregate principal amount of the Bonds required for consent to such Supplemental Indenture, or (e) the creation of any lien securing any Bonds other than a lien ratably securing all of the Bonds at any time Outstanding hereunder or (f) any modification of the trusts, powers, rights, obligations, duties, remedies, immunities and privileges of the Trustee without the written consent of the Trustee

If at any time the Bank shall request the Trustee to enter into any such Supplemental Indenture for any of the purposes set forth in this Section, the Trustee shall, upon being satisfactorily indemnified with respect to expenses, cause notice of the proposed execution of such Supplemental Indenture to be mailed by registered or certified mail to each owner of a Bond at the address shown on the registration records maintained by the Trustee. Such notice shall briefly set forth the nature of the proposed Supplemental Indenture and shall state that copies thereof are on file at the Principal Office of the Trustee for inspection by all Bondholders. If, within sixty (60) days, or such longer period as shall be prescribed by the Bank, following the mailing of such notice, the owners of not less than fifty-one percent (51%) in aggregate principal amount of the Bonds Outstanding at the time of the execution of any such Supplemental Indenture (exclusive of Bonds held by the Bank) shall have consented to and approved the execution of such Supplemental Indenture as provided in Section 15 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

[RESERVED]

#### ARTICLE XIV

[RESERVED]

#### ARTICLE XV

#### MISCELLANEOUS

**SECTION 15 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 an 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 of the Bank maintained by the Trustee pursuant to Section 3 06 hereof

**SECTION 15 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 15 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 15 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 County or the Original Purchaser 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 15 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 15 06 Payments Due on Saturdays, Sundays and Holidays** In any case where the date of maturity of interest on or principal of the Bonds or the date fixed for redemption of any Bonds shall be in the city 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 15 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 15 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 in accordance with provisions of this Indenture

It is not the intent of this Section 15 08, or any other Section of this Indenture, to create a power of attorney relationship between the Bank and the Trustee

**SECTION 15.09 Applicable Provisions of Law** This Indenture shall be governed by and construed in accordance with the laws of the State

[The remainder of this page left intentionally blank ]

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

**MISSISSIPPI DEVELOPMENT BANK**

By \_\_\_\_\_  
**Executive Director**

(SEAL)

ATTEST

\_\_\_\_\_  
**Secretary**

Signature page to the Indenture of Trust, by and between, the Mississippi Development Bank and \_\_\_\_\_ Bank, \_\_\_\_\_, Mississippi, as Trustee, dated \_\_, 2013.

\_\_\_\_ BANK,  
\_\_\_\_, MISSISSIPPI, as Trustee

By \_\_\_\_\_  
Title: \_\_\_\_\_

Signature page to the Indenture of Trust, by and between, the Mississippi Development Bank and \_\_\_\_\_ Bank, \_\_\_\_\_, Mississippi, as Trustee, dated \_\_, 2013

**STATE OF MISSISSIPPI**

**COUNTY OF HINDS**

On the \_\_\_\_ day of \_\_\_\_\_, 2013, before me, a Notary Public in and for said County, personally appeared William T Barry and Cindy S Carter to me personally known, who, being by me first duly sworn, did say that they are the Executive Director and Secretary, respectively, of the Mississippi Development Bank, the Bank named in and which executed the foregoing Indenture, that the seal affixed to said instrument is the seal of the Bank, and that said instrument was signed, sealed, executed and delivered on behalf of said Bank by authority of its Board of Directors

\_\_\_\_\_  
**Notary Public**

**My Commission Expires**

\_\_\_\_\_

**(SEAL)**

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**STATE OF MISSISSIPPI**

**COUNTY OF HARRISON**

On the \_\_\_\_ day of \_\_\_\_\_, 2013, before me, a Notary Public in and for said County, personally appeared \_\_\_\_\_ to me personally known, who, being by me first duly sworn, did say that she is the \_\_\_\_\_ of \_\_\_\_\_ Bank, \_\_\_\_\_, Mississippi, the Trustee named in and which executed the foregoing Indenture, that the seal affixed to said instrument is the seal of the Trustee, and that said instrument was signed, sealed, executed and delivered on behalf of said Trustee by authority of its Board of Directors

\_\_\_\_\_  
**Notary Public**

**My Commission Expires**

\_\_\_\_\_

**(SEAL)**

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**EXHIBIT A**  
**FORM OF COUNTY BOND**

' 599

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THIS COUNTY BOND HAS BEEN ASSIGNED TO \_\_\_\_\_ BANK, \_\_\_\_\_, MISSISSIPPI, AS TRUSTEE UNDER AN INDENTURE OF TRUST, DATED \_\_\_\_\_, 2013, BY AND BETWEEN THE MISSISSIPPI DEVELOPMENT BANK AND THE TRUSTEE THIS COUNTY BOND 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  
CLAY COUNTY  
TAXABLE GENERAL OBLIGATION INDUSTRIAL DEVELOPMENT BOND  
SERIES 2013

NO 1 \$ \_\_\_\_\_,000

<u>Rate of Interest</u>	<u>Maturity</u>	<u>Dated Date</u>	<u>CUSIP</u>
Semiannually, as set forth herein	___ 1, 20 ___	___ 1, 20 ___	None

Registered Owner. CEDE & CO

Principal Amount \_\_\_\_\_ DOLLARS

Clay County, State of Mississippi (the "County"), 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 of this County Bond, at the principal office of \_\_\_\_\_ Bank, \_\_\_\_\_, Mississippi, or its successor, as paying agent (the "Paying Agent") for the Taxable General Obligation Industrial Development Bond, Series 2013, of the County (the "County Bond"), on the maturity date identified above, the principal amount identified above. Payment of the principal amount of this County Bond shall be made to the Registered Owner hereof who shall appear in the registration records of the County maintained by \_\_\_\_\_ Bank, \_\_\_\_\_, Mississippi or its successor, as transfer agent for the County Bond (the "Transfer Agent") at the times and periods as provided in the Indenture (herein defined)

The County further promises to pay interest on such principal amount from the date of this County Bond until said principal sum is paid, to the Registered Owner hereof who shall appear in the registration records of the County maintained by the Transfer Agent as of the Record Date (as defined in the Bond Resolution defined below)

Payments of principal of and interest on this County Bond shall be made by check or draft mailed on the Interest Payment Date (as defined in the Bond Resolution) to such Registered Owner at his address as it appears on such registration records

This County Bond is issued under the authority of the Constitution and statutes of the State of Mississippi, including Sections 31-25-1 *et seq*, Sections 19-9-1 through 19-9-31, Section 19-5-99 and Section 57-75-37, Mississippi Code of 1972, as amended, and by the further

authority of proceedings duly had by the Board of Supervisors of the County, including a resolution adopted \_\_\_\_, 2013 (the "Bond Resolution")

This County Bond is issued in the aggregate authorized principal amount of not to exceed Eleven Million Dollars (\$11 000,000) to raise money for the purpose of providing funds for (i) acquiring land for the Prairie Belt Powersite and for construction or contracting for the construction of streets, roads, railroads, spur tracks, site improvements, water, sewerage, drainage, pollution control and other related facilities necessary or required for industrial development purposes or the development of industrial park complexes, to acquire, purchase, install, lease, construct, own, hold, equip, control, acquire or construct other structures and facilities necessary and convenient for the planning, development, use, operation and maintenance of an industrial park or parks or for other industrial development purposes, including, but not limited to utility installations, elevators, compressors, warehouses, buildings and air, rail and other transportation terminals and pollution control facilities, (ii) paying capitalized interest, (iii) funding a debt service reserve fund for the Bank Bonds, and (iv) paying costs of issuance for the County Bond and the Bank Bonds (as defined herein)

The County will duly and punctually pay the principal of, premium if any, and interest on the County Bond at the dates and the places and in the manner mentioned in the Bond Resolution, according to the true intent and meaning thereof Notwithstanding any schedule of payments upon the County Bond, the County agrees to make payments upon the County Bond and be hable 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 not to exceed \$11,000,000 Mississippi Development Bank Taxable Special Obligation Bonds, Series 2013 (Clay County, Mississippi Taxable General Obligation Industrial Development Bond Project) (the "Bank Bonds"), outstanding under the Indenture of Trust, by and between the Mississippi Development Bank and \_\_\_\_ Bank, \_\_\_\_, Mississippi, as trustee (the "Trustee") dated \_\_\_\_, 2013 (the "Indenture") when due whether upon a scheduled interest payment date, at maturity or by mandatory redemption or optional redemption

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

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

The County Bond is and will continue to be 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 time, rate or amount upon all the taxable property within the geographical limits of the County, provided that such tax levy for any year shall be abated *pro tanto* to the extent the County on or prior to September 1 of that year has transferred money to the 2013 Bond Fund of the County Bond from revenues, or has made other provisions for funds, to be applied toward the payment of the principal of and interest on the County Bond due during

the ensuing fiscal year of the County, in accordance with the provisions of the Bond Resolution. The County, when necessary, will levy annually a special tax upon all taxable property within the geographical limits of the County adequate and sufficient to provide for the payment of the principal of and the interest on the County Bond as the same falls due.

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

The County and the Trustee may deem and treat the person in whose name this County Bond is registered as the absolute owner hereof, whether this County Bond shall be overdue or not, for the purpose of receiving payment of the principal of, redemption premium, if any, and interest on this County Bond 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 County Bond to the extent of the sum or sums so paid, and neither the County nor the Trustee shall be affected by any notice to the contrary.

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

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

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

**IT IS HEREBY CERTIFIED, RECITED AND REPRESENTED** that all conditions, acts and things required by law to exist, to have happened and to have been performed precedent to and in the issuance of the County Bond, in order to make the same legal and binding general obligation of the County, 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 due time and manner of every official act herein required, and for the prompt payment of this County Bond, both principal and interest, the full faith and credit of the County are hereby irrevocably pledged.

**CERTIFICATE OF REGISTRATION AND AUTHENTICATION**

This County Bond is the County Bond described in the within mentioned Bond Resolution and is the Taxable General Obligation Industrial Development Bond, Series 2013, of Clay County, Mississippi

\_\_\_\_ BANK,  
\_\_\_\_, MISSISSIPPI  
as Transfer Agent

BY \_\_\_\_\_  
Authorized Signatory

Date of Registration and Authentication \_\_\_\_, 2013

**REGISTRATION AND VALIDATION CERTIFICATE**

**STATE OF MISSISSIPPI**

**COUNTY OF CLAY**

I, the undersigned Chancery Clerk of Clay County, Mississippi, do hereby certify that the within County Bond has been duly registered by me as an obligation of said County 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 Clay County, Mississippi, rendered on the \_\_\_\_ day of \_\_\_\_, 2013

\_\_\_\_\_  
Chancery Clerk

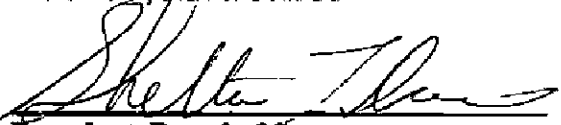
(SEAL)

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IN WITNESS WHEREOF, the County has caused this County Bond to be executed in its name by the manual or facsimile signature of the President of the Board of Supervisors of the County, countersigned by the manual or facsimile signature of the Clerk of the County, under the manual or facsimile seal of the County, which said manual or facsimile signatures and seal said officials adopt as and for their own proper signatures and seal, on this the 3<sup>rd</sup> day of July 2013

CLAY COUNTY, MISSISSIPPI

BY:

  
President, Board of Supervisors

COUNTERSIGNED:

  
Chancery Clerk

(SEAL)

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**EXHIBIT A**  
**FORM OF COUNTY BOND PURCHASE AGREEMENT**

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## COUNTY BOND PURCHASE AGREEMENT

**THIS COUNTY BOND PURCHASE AGREEMENT** (this "Agreement") is dated the \_\_\_th day of \_\_\_, 2013, 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 **CLAY COUNTY, MISSISSIPPI** (the "County") a local governmental unit under the Act

### WITNESSETH

**WHEREAS**, pursuant to the Bank Act the Bank is authorized to purchase securities (as defined in the Bank Act) issued by local governmental units (as defined in the Bank Act), and

**WHEREAS**, the County has duly authorized the issuance of its Taxable General Obligation Industrial Development Bond designated Clay County, Mississippi Taxable General Obligation Industrial Development Bond, Series 2013 in the form of one fully registered bond, in the principal amount of \_\_\_\_\_ Dollars (\$\_\_\_\_) (the "County Bond") as authorized by Sections 19-9-1 *et seq* and Section 17-1-3, Mississippi Code of 1972, as amended (the "County Bond Act" and together with the Bank Act, the "Act"), and

**WHEREAS**, the County Bond is expected to be purchased by the Bank in accordance with the terms and conditions of this Agreement, and

**WHEREAS**, the Bank has adopted a resolution approving an Indenture of Trust (the "Indenture") dated the day of delivery, by and between the Bank and \_\_\_\_\_, \_\_\_, Mississippi (the "Trustee"), authorizing the issuance of its \$\_\_\_\_\_000 Mississippi Development Bank Taxable Special Obligation Bonds, Series 2013 (Clay County, Mississippi Taxable General Obligation Industrial Development Bond Project) (the "Bank Bonds"), the proceeds of which will be used to purchase the County Bond

**NOW, THEREFORE**, the Bank and the County agree

1 Subject to the terms and conditions of this Agreement the Bank hereby agrees to purchase the County Bond and the County hereby agrees to sell to the Bank the County Bond at the price of \$\_\_\_\_ (\$\_\_\_\_\_000 00 par value, plus a net original issue premium of \$\_\_\_\_\_, and less an Underwriter's discount of \$\_\_\_\_\_), less \_\_\_\$\_\_\_ for deposit in the Capitalized Interest Account (as defined in the Indenture), less \$\_\_\_\_\_ for deposit in the Debt Service Reserve Fund (as defined in the Indenture) and less \$\_\_\_\_\_ for deposit to the Costs of Issuance Account (as defined in the Indenture), which equals the balance of \$\_\_\_\_\_ to be deposited on behalf of the County into the 2013 Construction Fund, as defined in and pursuant to that certain Bond Resolution (the "County Bond Resolution"), adopted by the Board of Supervisors of the County on \_\_\_\_\_, 2013. The terms of the County Bond are set forth in the County Bond Resolution and incorporated herein by reference

2 The County will take all action required by law to enable it to issue and sell the County Bond to be purchased by the Bank, and the County's obligation to issue and sell the County Bond and the Bank's obligation to purchase the County Bond are expressly contingent



upon the County's taking all steps and receiving all approvals required by the laws of the State of Mississippi to issue the County Bond

3 [RESERVED]

4 At such time as the Bank shall reasonably request and in any event prior to the delivery to the Bank of the County Bond, which County Bond shall be in the form set forth in the County Bond Resolution and registered in the name of \_\_\_\_\_ Bank, \_\_\_\_\_, Mississippi, as the assignee of the Bank, the County shall furnish to the Bank a transcript of proceedings and an opinion of bond counsel satisfactory to the Bank which shall set forth, among other things, the unqualified approval of the validity and authorized issuance of the County Bond. The County shall bear the cost of obtaining such bond counsel's opinion.

5 The County and the Bank agree that the County Bond 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.

6 [RESERVED]

7 The County and the Bank agree to enter into a written undertaking with the Trustee for the benefit of the holders of the Bank Bonds (as such terms are defined and used in the Indenture) to deliver, or cause to be delivered, the required information as contained in the Official Statement, to (i) (a) the Municipal Securities Rulemaking Board (the "MSRB") through MSRB's Electronic Municipal Market Access system at [www.emma.msrb.org](http://www.emma.msrb.org) ("EMMA"), in the electronic format then prescribed by the Securities and Exchange Commission (the "SEC") (the "Required Electronic Format") pursuant to Rule 15c2-12, as amended from time to time (the "Rule") of the SEC, and (b) in the future, any successor repository or repositories prescribed by the SEC for the purpose of serving as repository under the Rule 15c2-12 (together (a) and (b) are the "National Repository"), and (ii) any public or private repository or entity designated by the State as a State repository, if any, for the purposes of the Rule 15c2-12 (the "State Repository" and together with the National Repository, the "Repositories")

8 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 the Agreement and this Agreement shall be construed and in force as if such invalid or unenforceable provision had not been contained herein.

9 If the Bank does not deliver said Bank Bonds and receive payment therefor on or before \_\_\_\_\_, 2013, the County may rescind this Agreement by giving written notice of such rescission to the Executive Director of the Bank. The Bank is obligated to purchase the County Bond solely from proceeds of the Bank Bonds.

10 On or prior to the delivery date of the Bank Bonds, an authorized officer of the County will deliver a certificate to the effect that the statements made in the Official Statement, including without limitation APPENDIX A, APPENDIX B and APPENDIX C thereto, made by the County pertaining to the County and the County Bond, 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 County 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

11 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 County 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

12 No waiver by either the Bank or the County 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

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

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**MISSISSIPPI DEVELOPMENT BANK  
BOND PURCHASE AGREEMENT**

Among

**CLAY COUNTY, MISSISSIPPI,**

**MISSISSIPPI DEVELOPMENT BANK,**

and

\_\_\_\_\_,  
\_\_\_\_\_, \_\_\_\_\_

DATED \_\_\_\_\_, 2013

\_\_\_\_\_,000

**MISSISSIPPI DEVELOPMENT BANK  
TAXABLE SPECIAL OBLIGATION BONDS, SERIES 2013  
(CLAY COUNTY, MISSISSIPPI TAXABLE GENERAL OBLIGATION INDUSTRIAL  
DEVELOPMENT BOND PROJECT)**

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**BOND PURCHASE AGREEMENT**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_

Ladies and Gentlemen

You have informed the undersigned Clay County, Mississippi (the "County") and Mississippi Development Bank (the "Issuer") of your desire to purchase from the Issuer the aggregate of \_\_\_\_\_,000 principal amount of the Issuer's Taxable Special Obligation Bonds, Series 2013 (Clay County, Mississippi Taxable General Obligation Industrial Development Bond Project)

Now, therefore, the undersigned hereby agrees with you and you agree with the undersigned as follows

**1 Definitions** For purposes of this Agreement the following terms have the meanings specified

**"Act"** means together the Bank Act and the County Bond Act

**"Affiliate"** means any Person controlling, controlled by or under common control with the County

**"Agreement"** means this Mississippi Development Bank Bond Purchase Agreement, as from time to time amended supplemented or modified

**"Ancillary Agreements"** means the MDB Resolution, the Indenture of Trust, the County Bond Resolution, the County Bond, the Tax Intercept Agreement and all other agreements executed and delivered in connection therewith or otherwise in connection with the issuance and sale of the Bonds, each as from time to time amended, supplemented or modified

**"Bank Act"** means Sections 31-25-1 *et seq*, of the Mississippi Code of 1972, as amended, and supplemented from time to time

**"Bondholder"** means the record owner of any Bond

**"Bonds"** means the \_\_\_\_\_,000 Mississippi Development Bank Taxable Special Obligation Bonds, Series 2013 (Clay County, Mississippi Taxable General Obligation Industrial Development Bond Project)

**"Business Day"** means any day other than Saturday or Sunday on which the Issuer and the Trustee are each not required or authorized by law to be closed and on which the New York Stock Exchange is not closed

**"Closing"** means the closing held on the Closing Date as defined herein

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"Closing Date" means the date of issuance and delivery of the Bonds

"County" means Clay County, Mississippi, and its successors

"County Bond" means the \_\_\_\_\_,000 Clay County, Mississippi Taxable General Obligation Industrial Development Bond, Series 2013, to be dated the date of delivery thereof

"County Bond Act" means Sections 19-9-1 *et seq* and Section 17-1-3, Mississippi Code of 1972, as amended, and supplemented from time to time

"County Bond Resolution" means the resolution of the Board of Supervisors of the County adopted on \_\_\_\_\_, 2013 authorizing the issuance of the County Bond

"Default" or "Event of Default" shall have the meanings given such terms in the Indenture

"Depository" means any securities depository that is 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, as amended, operating and maintaining, with its participants or otherwise, a system to record ownership of beneficial interests in Bonds, and to effect transfers of Bonds, and includes and means initially The Depository Trust Company (a limited purpose trust company), New York, New York

"Disclosure Document" means the Preliminary Official Statement, Official Statement, or any other similar disclosure document or instrument prepared in connection with the Bonds

"Governmental Body" means any federal, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign

"Indenture" means the Indenture of Trust, to be dated \_\_\_\_\_, 2013, by and between the Issuer and the Trustee, as from time to time amended, supplemented or modified

"Issuer" means Mississippi Development Bank, a Mississippi public corporation and its successors and assigns

"MDB Resolution" means the resolution of the Issuer dated \_\_\_\_\_, 2013, under which the Issuer authorized the issuance of the Bonds

"Person" means an individual, a corporation, a partnership, an association, a trust or any other entity or organization, including without limitation a government or political subdivision thereof or a Governmental Body

"Project" means the Project as defined in the County Bond Resolution

"Purchaser" means \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, as underwriter in its capacity as original purchaser of the Bonds

"Subsidiary" means, with respect to any Person, any corporation or other entity of which securities or other ownership interests having ordinary voting power to elect a majority of the board of directors or other persons performing similar functions are at the time directly or indirectly owned by such Person or one or more Subsidiaries, or by such person and one or more Subsidiaries

"Tax Event" means, with respect to any Bond, any event which by the terms of such Bond or any related financing document relates to the taxability of interest paid on such Bond and as a result of which such Bond shall become subject to a mandatory redemption

"Tax Intercept Agreement" means the Tax Intercept Agreement to be dated \_\_, 20 \_\_, by and between the Bank and the County, as accepted by the Trustee

"Trustee" means \_\_\_\_\_ Bank, \_\_\_\_\_, Mississippi, a state banking institution, as trustee under the Indenture, and its successors and assigns

**2 Sale and Placement of Bonds (A) Sale of Bonds** Subject to the terms and conditions contained in this Agreement, the Issuer hereby agrees to sell to you, and you hereby agree to purchase the aggregate principal amount of the Bonds at a purchase price of \$\_\_\_\_, which represents the par amount of the Bonds of \_\_\_\_\_,000 00, plus a net original issue premium of \$\_\_\_\_, less a Purchaser's discount of \$\_\_\_\_. The Bonds shall initially be issued in denominations of \$5,000 or any integral multiples thereof and shall be registered in the name of Cede & Co, as nominee for the Depository. The Bonds shall mature in the years and principal amounts and shall bear interest at the rate or rates as follows

<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
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**(B) Closing** The sale of the Bonds shall take place on the Closing Date at the offices of Butler, Snow O'Mara, Stevens & Cannada, PLLC, Ridgeland, Mississippi, or such other location which is agreed upon by the parties. You shall make payment of the purchase price for the Bonds on the Closing Date to the Issuer or as directed by the Issuer in immediately available funds, wire transfer or by credit advice of transfer to such account as the Issuer may have designated to you in writing at least two Business Days prior to such Closing Date

**(C) Right to Rescind** You shall have the right to rescind or terminate this Agreement at any time on or prior to the Closing Date if an Event of Default or a Default shall have occurred and be continuing, or the sale and purchase of the Bonds as provided herein shall, in your reasonable judgment, become impossible or impractical because, since the date hereof

(i) Any outbreak of major hostilities or any other national or international calamity or crises shall have occurred,

(ii) A general banking moratorium shall have been declared by Federal or New York State authorities,

(iii) Trading on the New York Stock Exchange shall have been suspended, or minimum or maximum prices for trading shall have been fixed or maximum ranges for prices shall have been required on the New York Stock Exchange by such Exchange or by the Securities and Exchange Commission or any other Governmental Body, or

(iv) Any action shall have been taken by the Securities and Exchange Commission preventing the effectiveness of the registration statement filed with the Securities and Exchange Commission under the Securities Act of 1933 with respect to one or more of the Funds or the Securities and Exchange Commission shall have issued a stop order suspending the effectiveness of such registration statement

**3 Representation and Warranties of the County** The County represents and warrants that on and as of the date hereof and on and as of the Closing Date

**(A) Organization and Power** The County is a political subdivision of the State of Mississippi, and has all power and all material governmental licenses, authorizations, consents and approvals required to carry on its business as now conducted or proposed to be conducted and to enter into and perform this Agreement and any Ancillary Agreement to which it is or is to be a party

**(B) Authorization of Agreements, etc** This Agreement and the Ancillary Agreements to which the County is or is to be a party have been duly authorized by all necessary action on the part of the County This Agreement has been duly executed and delivered by the County and constitutes, and the Ancillary Agreements to which the County is or is to be a party, when duly executed and delivered, will constitute valid and binding agreements of the County

**(C) No Material Adverse Change** Since September 30, 20\_\_\_, the date of the County's last audit financial statements, there has been no material adverse change in the business, financial, condition, results or operations of the County

**(D) Litigation** Except as disclosed in documents publicly available regarding the County, there is no action, suit, proceeding, inquiry or investigation pending or, to the knowledge of the County, threatened, against or affecting the County or any Affiliate thereof in any court or before any arbitrator or before or by any Governmental Body reasonably likely to result in an adverse decision which would materially adversely affect the business, financial position or results of operations of the County, or which in any manner raises any question affecting the validity or enforceability of this Agreement or any of the Ancillary Agreements to

which the County is or is to be a party, nor to the knowledge of the County is there any basis therefor

**(E) Noncontravention** To the knowledge of the County, the execution, delivery and performance by the County of this Agreement and the Ancillary Agreements to which it is or is to be a party do not and will not contravene, or constitute a default under any material provision of applicable law or regulation of the County or of any material agreement, judgment, injunction, order, decree or other instrument binding upon the County or any Affiliate thereof, or result in the creation of any material lien other than liens contemplated by the Ancillary Agreements or other encumbrance on any asset of the County or any Affiliate

**(F) Governmental Consents** All authorizations, consents and approvals of, and all filings and registrations with, any Governmental Body required in connection with the execution and delivery by the County of, or in connection with the performance by the County of its obligations under this Agreement, the Ancillary Agreements to which the County is or is to be a party and the Bonds have been obtained or made and are in full force and effect

**(G) Brokers, etc.** Other than you, no Person has, or as a result of the transactions contemplated hereby and by the Ancillary Agreements will have, any right, interest or valid claim against or on the County or any purchaser for any commission, fee or other compensation as a broker or finder or in any similar capacity, which fee is the obligation solely of the County and will be paid on or before the Closing Date

**4 Representations and Warranties of the Issuer** The Issuer represents and warrants that, on and of the date hereof and on and as of the Closing Date

**(A) Authority** The Issuer is a validly existing public body, corporate and politic, organized and existing under the laws of the State of Mississippi. The Issuer is authorized and empowered by the provisions of the Act to enter into the transactions contemplated by this Agreement and the Ancillary Agreements to which the Issuer is or is to be a party. The execution, delivery and performance of this Agreement, the Ancillary Agreements to which the Issuer is or is to be a party, and the Bonds are within the authority of the Issuer, have been duly authorized by all proceedings of the Issuer, and such execution, delivery and performance do not and will not contravene, or constitute a default under, any provision of applicable law or regulation or of the charter documents or bylaws of the Issuer, or any judgment, order, decree, agreement or instrument binding on it or result in the creation of any lien or other encumbrance on any asset of the Issuer other than the lien on the Trust Estate (as defined in the Indenture) in favor of the Trustee for the benefit of the Bondholders. This Agreement constitutes, and the Ancillary Agreements to which the Issuer is or is to be a party, when duly executed and delivered, will constitute, valid and binding commitments of the Issuer, and the Bonds, when duly executed and delivered by the Issuer in accordance with this Agreement and the Indenture, will constitute limited, valid and binding obligations of the Issuer.

**(B) Use of Proceeds** The Proceeds from the sale of the Bonds hereunder will be used to finance the Project as provided in the Indenture and the County Bond Resolution including the payment of the costs of issuance of the Bonds and the County Bond. It is intended that the proceeds of the Bonds will be included in the calculation of gross income for federal



income tax purposes under existing statutes, regulations, rulings and court decisions and as set forth in the Preliminary Official Statement

**(C) Litigation** There is no action, suit or proceeding, inquiry or investigation, at law or in equity, by or before any court, arbitrator or Governmental Body pending or, to the knowledge of the Issuer, threatened against the Issuer in any way calling into question the creation, organization or existence of the Issuer, the title of any of its officers to their respective offices, the pledge or lien securing the Bonds, the collection of any amounts pledged to the payment of the Bonds or the validity of, or the power of the Issuer to enter into, the transactions contemplated hereby and by the Ancillary Agreements, or wherein an unfavorable decision, ruling or finding would adversely affect the transactions contemplated hereby or could affect the enforceability of the Bonds or any other agreement or instrument to which the Issuer is or is to be a party and that is to be used in connection with, or is contemplated by, this Agreement or the Ancillary Agreements, nor to the knowledge of the Issuer is there any basis therefor

**(D) Governmental Authorization** All authorization, consents and approvals of, and filings and registration with, any Governmental Body required in connection with the election and delivery by the Issuer of, or in connection with the performance by the Issuer of obligations under, this Agreement, the Ancillary Agreements to which the Issuer is or is to be a party, and the Bonds have been obtained or made and are in full force and effect

**5 Conditions of Closing** Your obligation to purchase the Bonds under this Agreement shall be subject to the satisfaction of the following conditions

**(A) Opinion of Counsel to the County** You shall have received a favorable opinion dated the Closing Date from counsel to the County, satisfactory to you and your counsel

**(B) Opinion of Bond Counsel** You and the County shall have received favorable opinions dated the Closing Date from Butler, Snow, O'Mara, Stevens & Cannada, PLLC, Ridgeland, Mississippi, bond counsel, satisfactory to you to the effect that

(i) The Act is valid under the constitution of the State of Mississippi and the Bonds have been issued in conformity with the Act and the MDB Resolution adopted by the Governing Body of the Issuer, and the MDB Resolution has been duly adopted and is in full force and effect in the form adopted,

(ii) The Issuer is a public body, corporate and politic, organized and existing under the laws of the State of Mississippi, with full power and authority to undertake the financing of the Project, to execute and deliver this Agreement and the Ancillary Documents and to issue and sell the Bonds,

(iii) The Issuer has the right and power under the laws of the State of Mississippi to enter into and perform this Agreement and the Ancillary Agreements to which the Issuer is a party and to issue and sell the Bonds,

(iv) This Agreement and the Ancillary Agreements to which the Issuer is a party have been duly authorized, executed and delivered by the Issuer and constitute valid and binding agreements of the Issuer,

(v) The Bonds have been duly authorized, executed and delivered by the Issuer, in accordance with the law, the MDB Resolution and the Indenture, and constitute valid and binding obligations of the Issuer and the Bonds are entitled to the benefits of the Indenture,

(vi) No consent or approval is required to be obtained from or document filed with, any Governmental Body by the Issuer or the County in connection with the execution and delivery of, or performance under, this Agreement or the Ancillary Agreements or in connection with the issuance, sale and performance of the Bonds,

(vii) Under presently existing statutes, regulations, court rulings and court decisions, the interest on the Bonds is exempt from Mississippi income tax and from all other state and municipal taxation in the State of Mississippi, except transfer and estate taxes,

(viii) Under presently existing statutes, regulations, court rulings and court decisions, the interest on the Bonds will be included in the calculation of gross income for federal income tax purposes, and

(ix) The Bonds are exempt securities within the meaning of Section 3(a)(2) of the Securities Act of 1933, as amended and no indenture with respect to the Bonds need be qualified under the Trust Indenture Act of 1939

**(C) Representations and Warranties** The representations and warranties of each of the County and the Issuer contained herein shall be true and correct on and as of the Closing Date with the same effect as though such representations and warranties had been made on and as of the Closing Date

**(D) Performance, No Default** Each of the County and the Issuer shall have performed and complied with all agreements and conditions herein required to be performed or complied with by it prior to or on the Closing Date, and at the time of the Closing no event of default or defaults shall have occurred and be continuing with respect to the Bonds

**(E) Compliance Certificate** The County and the Issuer shall have delivered to you on the Closing Date a certificate, dated the Closing Date, certifying that the conditions relating to the Issuer and the County specified in subparagraphs (C) and (D) of this paragraph 5 have been fulfilled

**(F) Ancillary Agreements** All of the Ancillary Agreements shall have been duly executed and delivered by and shall constitute valid and binding agreements of, the parties hereto

**(G) Other Documents and Proceedings** You shall have received all other documents and opinions as you may reasonably request relating to

(i) The existence of the County and the Issuer,

(ii) The governmental authority for and validity of this Agreement, the Ancillary Agreements and the Bonds,

(iii) The exemption from state income taxes of interest on the Bonds, and

(iv) Other matters relevant to the issuance of the Bonds pursuant to the terms of the Indenture and the sale of the Bonds hereunder

All proceedings to be taken in connection with the transactions contemplated by this Agreement and the Ancillary Agreements, and all documents, opinions and certificates incident to such transactions shall be satisfactory in form and substance to you and to your special counsel

**(H) The Bonds** The Trustee shall have provided to the person(s) you direct as Purchaser, including the Depository, the duly authenticated Bonds in compliance with the provisions of Paragraph 2(A) hereof

**(I) Notice** You shall have received five (5) Business Days' written notice from the County or the Issuer of the proposed Closing Date

**(J) No Legal Action** There shall not be pending before any court or any other Governmental Body any action, proceeding or investigation which is directed toward challenging, restraining prohibiting or invalidating the transactions contemplated hereby or by the Ancillary Agreements, nor shall the Issuer or the County have received from any Governmental Body official notification objecting to the sale of the Bonds

**6 Agreements of the County** The County agrees that it will deliver to you and the Trustee and the Issuer

(i) Copies of annual audited financial statements of the County,

(ii) Promptly upon becoming aware of any Tax Event relating to any Bond, a notice of such Tax Event setting forth the details thereof, and

(iii) Promptly upon becoming aware of the existence of any condition or event which constitutes a default or an event of default on the Bonds, a certificate of an officer of the County to such effect setting forth the details thereof and the actions to be taken with respect thereto

**7 Payment of Certain Expenses and Taxes by the County** Whether or not the transactions contemplated by this Agreement shall be consummated, the County agrees, to the extent allowed by law

**(A)** To pay all reasonable expenses incurred by you or any holder of any of the Bonds or an interest therein incident to the transactions contemplated by this Agreement or in connection with any enforcement, modification, amendment or alteration of this Agreement, the Bonds or any of the Ancillary Agreements (whether or not any such enforcement, modification, amendment or alteration becomes effective), including, but not limited to, any out-of-pocket

expenses incurred by you or any such holder and the fees, charges and disbursements of special counsel for you or any such holder,

(B) To pay the fees and expenses of the Depository, and

(C) To pay, and save you or any such holder of any of the Bonds or any interest therein harmless against any and all liability with respect to, amounts payable as a result of

(i) Any issuance, stamp, documentary, transfer or similar taxes which may be determined to be payable in connection with the execution and delivery of the Bonds, this Agreement or any of the Ancillary Agreements, or any modification, amendment or alteration, of the terms or provisions of any of the Bonds, this Agreement or any of the Ancillary Agreements, and

(ii) Any interest or penalties resulting from any delays in paying any of such expenses, charges, disbursements, liabilities or taxes

The obligations of the County under this Paragraph 7 shall survive the payment of the Bonds

**8 Indemnification by County** The County, the Issuer and the Purchaser hereby agree as follows

(A) The County, to the extent allowed by law, agrees to indemnify and hold harmless the Purchaser, the Trustee and the Issuer, their respective directors, officers, employees and agents and each person, if any, and its directors, officers, employees and agents, who controls the Purchaser within the meaning of the Securities Act (collectively, the "Indemnified Persons" and individually, an "Indemnified Person") from and against any and all losses, claims, damages, liabilities and costs (i) arising out of any statement or information regarding the County contained in any Disclosure Document that is untrue or incorrect or alleged to be untrue or incorrect in any material respect or the omission or alleged omission therefrom of any statement or information that is necessary to make the statements therein, in light of the circumstances under which they were made not misleading in any material respect, (ii) to the extent of the aggregate amount paid in settlement of any litigation commenced or threatened arising from a claim based upon any such untrue statement or omission if such settlement is effected without the written consent of the Indemnified Persons, and (iii) to which the Indemnified Persons may become subject under the Securities Act, the Securities Exchange Act of 1934, as amended or other federal or state statutory laws or regulations insofar as such losses, claims, damages, liabilities and costs and any legal or other expenses (including legal or other expenses reasonably incurred in connection with investigating or defending the same) to which the County and the Indemnified Persons may be subject in such proportion as is appropriate to reflect not only the relative benefits received by the County on the one hand and the Indemnified Persons on the other hand, but also the relative fault of the County and the Indemnified Persons, as well as any relevant equitable considerations

(B) This indemnity agreement shall remain operative and in full force and effect, to the extent allowed by law, regardless of any investigation made by or on behalf of the County, or

on delivery of and payment for any Bonds hereunder, and shall survive the termination or cancellation of this letter Agreement

**9 Survival of Covenants, Successors and Assigns** All covenants, agreements, and warranties made by the County or the Issuer in this Agreement, the Ancillary Agreements or in certificates or other documents delivered pursuant to any thereof in connection with the delivery of the Bonds to you, and shall continue in full force and effect until the Bonds are paid in full and thereafter to the extent provided by Paragraph 8 All such covenants, agreements, representations and warranties shall be binding upon any successors and assigns of the County or the Issuer, as the case may be, and shall inure to the benefit of your successors and assigns

**10 No Oral Change, Assignment**

(A) This Agreement may not be changed orally, but only by an agreement in writing and assigned by the party against whom enforcement of any waiver, change, modification or discharge is sought

(B) Neither the County nor the Issuer may assign any of its respective rights or obligations under this Agreement without your written consent, and you shall not be required to purchase the Bonds except as provided in this Agreement

**11 Notices** Except as otherwise provided in this Agreement, whenever notice is required to be given pursuant to the provisions of this Agreement, such notice shall be in writing and shall be mailed by first class mail, postage prepaid, addressed

If to the Issuer - Mississippi Development Bank  
735 Riverside Drive, Suite 300  
Jackson, MS 39202  
Attention Executive Director

If to the Trustee - \_\_\_\_\_ Bank  
\_\_\_\_\_, MS \_\_\_\_\_  
Attention Corporate Trust Department

If to the County - Clay County, Mississippi  
Courthouse, \_\_\_\_\_  
\_\_\_\_\_, MS \_\_\_\_\_  
Attention Chancery Clerk

If to the Securities  
Depository - The Depository Trust Company  
55 Water Street  
New York, NY 10041  
Attention Municipal Securities

All notices shall be effective upon receipt

**12     **Reproduction of Documents**** This Agreement, the Ancillary Agreements, and all documents relating thereto, including without limitation (A) consents, waivers and modifications which may hereafter be executed, (B) documents received by you at the Closing (except the Bonds), and (C) financial statements, certificates and other information previously or hereafter furnished to you or any Bondholder may be reproduced by you or such Bondholder by any photographic, photostatic, microfilm, micro-card, miniature photographic or other similar process and you or any Bondholder may destroy any original document so reproduced. The County and the Issuer agree and stipulate that any such reproduction shall be admissible in evidence as the original itself in any judicial or administrative proceeding (whether or not the original is in existence and whether or not such reproduction was made by you or any Bondholder in regular course of business) and that any enlargement, facsimile or further reproduction of such reproduction shall likewise be admissible in evidence.

**13     **Law Governing**** This Agreement shall be construed in accordance with and governed by the laws of the State of Mississippi.

**14     **Headings**** The headings of the paragraphs and subparagraphs of this Agreement are inserted for convenience only and shall not be deemed to constitute a part of this Agreement.

**15     **Counterparts**** This Agreement may be executed in counterparts, each of which shall be deemed an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

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

[Signature Page to Follow ]

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If you agree with the foregoing, please sign this Agreement in the space provided below

Very truly yours,

CLAY COUNTY, MISSISSIPPI

By.

  
President, Board of Supervisors

ATTEST

  
Chancery Clerk

SIGNATURE PAGE TO MISSISSIPPI DEVELOPMENT BANK BOND PURCHASE AGREEMENT AMONG CLAY COUNTY, MISSISSIPPI, MISSISSIPPI DEVELOPMENT BANK, AND STEPHENS INC, LITTLE ROCK, ARKANSAS, REGARDING THE MISSISSIPPI DEVELOPMENT BANK TAXABLE SPECIAL OBLIGATION BONDS, SERIES 2013 (CLAY COUNTY, MISSISSIPPI TAXABLE GENERAL OBLIGATION INDUSTRIAL DEVELOPMENT BOND PROJECT)

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**MISSISSIPPI DEVELOPMENT BANK**

By \_\_\_\_\_  
Executive Director

**SIGNATURE PAGE TO MISSISSIPPI DEVELOPMENT BANK BOND PURCHASE AGREEMENT AMONG CLAY COUNTY, MISSISSIPPI, MISSISSIPPI DEVELOPMENT BANK, AND \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, DATED \_\_\_\_\_, 20\_\_ REGARDING THE \$\_\_\_\_,000 MISSISSIPPI DEVELOPMENT BANK TAXABLE SPECIAL OBLIGATION BONDS, SERIES 2013 (CLAY COUNTY, MISSISSIPPI TAXABLE GENERAL OBLIGATION INDUSTRIAL DEVELOPMENT BOND PROJECT)**



*Accepted By*

\_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_

By \_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_

**SIGNATURE PAGE TO MISSISSIPPI DEVELOPMENT BANK BOND PURCHASE AGREEMENT AMONG CLAY COUNTY, MISSISSIPPI, MISSISSIPPI DEVELOPMENT BANK, AND \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, DATED \_\_\_\_\_, 20\_\_ REGARDING THE \$\_\_\_\_,000 MISSISSIPPI DEVELOPMENT BANK TAXABLE SPECIAL OBLIGATION BONDS, SERIES 2013 (CLAY COUNTY, MISSISSIPPI TAXABLE GENERAL OBLIGATION INDUSTRIAL DEVELOPMENT BOND PROJECT)**

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**EXHIBIT B**  
**FORM OF TAX INTERCEPT AGREEMENT**

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## TAX INTERCEPT AGREEMENT

This **TAX INTERCEPT AGREEMENT** (this "Agreement") is dated as of the \_\_\_\_ day of \_\_\_\_, 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 "Act") having its principal place of business in the City of Jackson, Mississippi and **CLAY COUNTY, MISSISSIPPI** (hereinafter referred to as the "County"), a local governmental unit under the Act.

### WITNESSETH

**WHEREAS**, pursuant to the Act, the Bank is authorized to purchase securities (as defined in the Act) issued by local governmental units (as defined in the Act), and

**WHEREAS**, the County has duly authorized the issuance of its bond designated Clay County, Mississippi Taxable General Obligation Industrial Development Bond, Series 2013 in the principal amount of \_\_\_\_\_ Dollars (\$\_\_\_\_,000,000) (the "County Bond"), and the County Bond is expected to be purchased by the Bank in accordance with that certain Purchase Agreement, dated as of \_\_\_\_, 2013, by and between the Bank and the County, and

**WHEREAS**, pursuant to that certain Indenture of Trust (the "Mississippi Development Bank Indenture") dated as of \_\_\_\_, 2013, by and between the Bank and \_\_\_\_ Bank, \_\_\_\_, Mississippi, as Trustee (the "Mississippi Development Bank Indenture Trustee"), the Bank has duly authorized the issuance of its bonds designated the Mississippi Development Bank Taxable Special Obligation Bonds, Series 2013 (Clay County, Mississippi Taxable General Obligation Industrial Development Bond Project) (the "Series 2013 Bonds"), a portion of the proceeds of which Series 2013 Bonds will be used to purchase the County Bond, and

**WHEREAS**, any local governmental unit is authorized under Section 31-25-27(13) of the Act to agree in writing with the Bank that the Mississippi Department of Revenue ("MDOR") or any other state agency, department or commission shall (a) withhold all or any part (as agreed by the local governmental unit) of any monies which such local governmental unit is entitled to receive from time to time pursuant to any law and which is in the possession of the MDOR, or any state agency, department or commission created pursuant to State law and (b) pay the same over to the Bank to satisfy any delinquent payments on any securities issued by such local governmental unit under provisions of the 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 County agree

1 As authorized by the Act, the County hereby covenants, agrees and authorizes the MDOR or any other state agency, department or commission created pursuant to State law to (1) withhold all or any part of any monies (the "Tax Monies") which the County is entitled to receive from time to time pursuant to any law and which is in possession of the MDOR or any other state agency, department or commission created pursuant to State law subject to the prior lien on the Tax Monies which may be withheld by the Mississippi Department of Revenue or any

other State agency department or commission, and (2) pay same over to the Mississippi Development Bank Indenture Trustee to satisfy any delinquent payment (the "Delinquent Payment") of the County under and pursuant to Section 12 of the County Bond Resolution, adopted by the County on July 3, 2013 (the "County Bond Resolution")

2 If on the 1<sup>st</sup> day of February and August, beginning \_\_\_ 1, 20\_\_\_, there are insufficient funds from the sources set forth in Section 8 of the County Bond Resolution to make the payments under and pursuant to Section 12 of the County Bond Resolution, the Bank hereby authorizes and directs the Mississippi Development Bank Indenture Trustee to file this Agreement and a statement of deficiency setting forth the amount of any Delinquent Payment with the MDOR or other state agency, department or commission, thereby directing the MDOR or other state agency, department or commission to pay any Tax Monies directly to the Mississippi Development Bank Indenture Trustee, on behalf of the Bank, to satisfy any Delinquent Payment, all as permitted under the Act. In any event, if the County fails to make timely payments under and pursuant to Section 12 of the County Bond Resolution, the Mississippi Development Bank Indenture Trustee is hereby further directed to file this Agreement with the MDOR and take further action to recover Tax Monies under the Indenture. This paragraph 2 includes requirements in addition to the requirements under paragraph 1 and this paragraph 2 in no way limits the rights of the Mississippi Development Bank Indenture Trustee or the Bank.

3 The Mississippi Development Bank Indenture Trustee is hereby directed, and is directed under the Mississippi Development Bank Indenture, to pay any such withheld Tax Monies into the General Account of the General Fund created in the Mississippi Development Bank Indenture to be applied in accordance with Section 6 05 thereof.

4 The term Tax Monies as defined herein shall refer to any monies to be received by the County from the MDOR pursuant to any law, and shall exclude any monies held by the MDOR or any other state agency, department or commission created pursuant to State law to the extent amounts are to be paid to the County for the benefit of a separate school district or any other political subdivision other than the County.

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 County 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.

6 No waiver of either the Bank or the County 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.

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

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

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**IN WITNESSETH WHEREOF**, we have set our hands unto the Tax Intercept Agreement as of the date first above written

**MISSISSIPPI DEVELOPMENT BANK**

(SEAL)

By \_\_\_\_\_  
Executive Director

ATTEST

\_\_\_\_\_  
Secretary

Signature page to Tax Intercept Agreement, dated \_\_\_\_, 2013, between the Mississippi Development Bank and Clay County, Mississippi

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\_\_\_\_\_

**CLAY COUNTY, MISSISSIPPI**

**(SEAL)**

**By** \_\_\_\_\_  
**President, Board of Supervisors**

**ATTEST.**

\_\_\_\_\_  
**Chancery Clerk**

Signature page to Tax Intercept Agreement, dated \_\_\_\_, 2013, between the Mississippi Development Bank and Clay County, Mississippi

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**ACCEPTED BY**

\_\_\_\_\_ **BANK,**  
**As Trustee**

**By:** \_\_\_\_\_  
**Its:** \_\_\_\_\_

Signature page to Tax Intercept Agreement, dated \_\_\_\_, 2013, between the Mississippi Development Bank and the Clay County, Mississippi

ButlerSnow 16803987v1

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\_\_\_\_\_



**EXHIBIT C**

**FORM OF MISSISSIPPI DEVELOPMENT BANK BOND PURCHASE AGREEMENT**

**MISSISSIPPI DEVELOPMENT BANK  
BOND PURCHASE AGREEMENT**

**Among**

**CLAY COUNTY, MISSISSIPPI,**

**MISSISSIPPI DEVELOPMENT BANK,**

**and**

**STEPHENS, INC,  
LITTLE ROCK, ARKANSAS**

**DATED \_\_\_\_\_, 2013**

**\_\_\_\_\_,000  
MISSISSIPPI DEVELOPMENT BANK  
TAXABLE SPECIAL OBLIGATION BONDS, SERIES 2013  
(CLAY COUNTY, MISSISSIPPI TAXABLE GENERAL OBLIGATION INDUSTRIAL  
DEVELOPMENT BOND PROJECT)**

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**BOND PURCHASE AGREEMENT**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_  
Ladies and Gentlemen

You have informed the undersigned Clay County, Mississippi (the "County") and Mississippi Development Bank (the "Issuer") of your desire to purchase from the Issuer the aggregate of \_\_\_\_\_,000 principal amount of the Issuer's Taxable Special Obligation Bonds, Series 2013 (Clay County, Mississippi Taxable General Obligation Industrial Development Bond Project)

Now, therefore, the undersigned hereby agrees with you and you agree with the undersigned as follows

**1 Definitions** For purposes of this Agreement the following terms have the meanings specified

"Act" means together the Bank Act and the County Bond Act

"Affiliate" means any Person controlling, controlled by or under common control with the County

"Agreement" means this Mississippi Development Bank Bond Purchase Agreement, as from time to time amended, supplemented or modified

"Ancillary Agreements" means the MDB Resolution, the Indenture of Trust, the County Bond Resolution, the County Bond, the Tax Intercept Agreement and all other agreements executed and delivered in connection therewith or otherwise in connection with the issuance and sale of the Bonds, each as from time to time amended, supplemented or modified

"Bank Act" means Sections 31-25-1 *et seq.*, of the Mississippi Code of 1972, as amended, and supplemented from time to time

"Bondholder" means the record owner of any Bond

"Bonds" means the \_\_\_\_\_,000 Mississippi Development Bank Taxable Special Obligation Bonds, Series 2013 (Clay County, Mississippi Taxable General Obligation Industrial Development Bond Project)

"Business Day" means any day other than Saturday or Sunday on which the Issuer and the Trustee are each not required or authorized by law to be closed and on which the New York Stock Exchange is not closed

"Closing" means the closing held on the Closing Date as defined herein

**"Closing Date"** means the date of issuance and delivery of the Bonds

**"County"** means Clay County, Mississippi, and its successors

**"County Bond"** means the \_\_\_\_\_,000 Clay County, Mississippi Taxable General Obligation Industrial Development Bond, Series 2013, to be dated the date of delivery thereof

**"County Bond Act"** means Sections 19-9-1 *et seq* and Section 17-1-3, Mississippi Code of 1972, as amended, and supplemented from time to time

**"County Bond Resolution"** means the resolution of the Board of Supervisors of the County adopted on \_\_\_\_\_, 2013 authorizing the issuance of the County Bond

**"Default" or "Event of Default"** shall have the meanings given such terms in the Indenture

**"Depository"** means any securities depository that is 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, as amended, operating and maintaining, with its participants or otherwise, a system to record ownership of beneficial interests in Bonds, and to effect transfers of Bonds, and includes and means initially The Depository Trust Company (a limited purpose trust company), New York, New York.

**"Disclosure Document"** means the Preliminary Official Statement, Official Statement, or any other similar disclosure document or instrument prepared in connection with the Bonds

**"Governmental Body"** means any federal, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign.

**"Indenture"** means the Indenture of Trust, to be dated \_\_\_\_\_, 2013, by and between the Issuer and the Trustee, as from time to time amended, supplemented or modified

**"Issuer"** means Mississippi Development Bank, a Mississippi public corporation and its successors and assigns

**"MDB Resolution"** means the resolution of the Issuer dated \_\_\_\_\_, 2013 under which the Issuer authorized the issuance of the Bonds

**"Person"** means an individual, a corporation, a partnership, an association, a trust or any other entity or organization, including without limitation a government or political subdivision thereof or a Governmental Body

**"Project"** means the Project as defined in the County Bond Resolution.

**"Purchaser"** means \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ as underwriter in its capacity as original purchaser of the Bonds

"Subsidiary" means, with respect to any Person, any corporation or other entity of which securities or other ownership interests having ordinary voting power to elect a majority of the board of directors or other persons performing similar functions are at the time directly or indirectly owned by such Person or one or more Subsidiaries, or by such person and one or more Subsidiaries

"Tax Event" means, with respect to any Bond, any event which by the terms of such Bond or any related financing document relates to the taxability of interest paid on such Bond and as a result of which such Bond shall become subject to a mandatory redemption.

"Tax Intercept Agreement" means the Tax Intercept Agreement to be dated \_\_, 20\_\_, by and between the Bank and the County, as accepted by the Trustee

"Trustee" means \_\_\_\_\_ Bank, \_\_\_\_\_, Mississippi, a state banking institution, as trustee under the Indenture, and its successors and assigns

2 **Sale and Placement of Bonds (A) Sale of Bonds** Subject to the terms and conditions contained in this Agreement, the Issuer hereby agrees to sell to you, and you hereby agree to purchase the aggregate principal amount of the Bonds at a purchase price of \$\_\_\_\_\_, which represents the par amount of the Bonds of \_\_\_\_\_,000 00, plus a net original issue premium of \$\_\_\_\_\_, less a Purchaser's discount of \$\_\_\_\_\_. The Bonds shall initially be issued in denominations of \$5,000 or any integral multiples thereof and shall be registered in the name of Cede & Co, as nominee for the Depository. The Bonds shall mature in the years and principal amounts and shall bear interest at the rate or rates as follows

<u>Year</u> <u>( )</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
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(B) **Closing** The sale of the Bonds shall take place on the Closing Date at the offices of Butler, Snow, O'Mara, Stevens & Cannada, PLLC, Ridgeland, Mississippi, or such other location which is agreed upon by the parties. You shall make payment of the purchase price for the Bonds on the Closing Date to the Issuer or as directed by the Issuer in immediately available funds, wire transfer or by credit advice of transfer to such account as the Issuer may have designated to you in writing at least two Business Days prior to such Closing Date

**(C) Right to Rescind** You shall have the right to rescind or terminate this Agreement at any time on or prior to the Closing Date if an Event of Default or a Default shall have occurred and be continuing, or the sale and purchase of the Bonds as provided herein shall, in your reasonable judgment, become impossible or impractical because, since the date hereof

(i) Any outbreak of major hostilities or any other national or international calamity or crises shall have occurred,

(ii) A general banking moratorium shall have been declared by Federal or New York State authorities,

(iii) Trading on the New York Stock Exchange shall have been suspended, or minimum or maximum prices for trading shall have been fixed or maximum ranges for prices shall have been required on the New York Stock Exchange by such Exchange or by the Securities and Exchange Commission or any other Governmental Body, or

(iv) Any action shall have been taken by the Securities and Exchange Commission preventing the effectiveness of the registration statement filed with the Securities and Exchange Commission under the Securities Act of 1933 with respect to one or more of the Funds or the Securities and Exchange Commission shall have issued a stop order suspending the effectiveness of such registration statement

**3 Representation and Warranties of the County** The County represents and warrants that on and as of the date hereof and on and as of the Closing Date

**(A) Organization and Power** The County is a political subdivision of the State of Mississippi, and has all power and all material governmental licenses, authorizations consents and approvals required to carry on its business as now conducted or proposed to be conducted and to enter into and perform this Agreement and any Ancillary Agreement to which it is or is to be a party

**(B) Authorization of Agreements, etc** This Agreement and the Ancillary Agreements to which the County is or is to be a party have been duly authorized by all necessary action on the part of the County This Agreement has been duly executed and delivered by the County and constitutes, and the Ancillary Agreements to which the County is or is to be a party, when duly executed and delivered, will constitute valid and binding agreements of the County

**(C) No Material Adverse Change.** Since September 30, 20\_\_\_, the date of the County's last audit financial statements, there has been no material adverse change in the business, financial, condition, results or operations of the County

**(D) Litigation** Except as disclosed in documents publicly available regarding the County, there is no action, suit, proceeding, inquiry or investigation pending or, to the knowledge of the County, threatened, against or affecting the County or any Affiliate thereof in any court or before any arbitrator or before or by any Governmental Body reasonably likely to result in an adverse decision which would materially adversely affect the business, financial position or results of operations of the County, or which in any manner raises any question affecting the validity or enforceability of this Agreement or any of the Ancillary Agreements to

which the County is or is to be a party, nor to the knowledge of the County is there any basis therefor

(E) **Noncontravention** To the knowledge of the County, the execution, delivery and performance by the County of this Agreement and the Ancillary Agreements to which it is or is to be a party do not and will not contravene, or constitute a default under any material provision of applicable law or regulation of the County or of any material agreement, judgment, injunction, order, decree or other instrument binding upon the County or any Affiliate thereof, or result in the creation of any material lien other than liens contemplated by the Ancillary Agreements or other encumbrance on any asset of the County or any Affiliate

(F) **Governmental Consents** All authorizations, consents and approvals of, and all filings and registrations with, any Governmental Body required in connection with the execution and delivery by the County of, or in connection with the performance by the County of its obligations under this Agreement, the Ancillary Agreements to which the County is or is to be a party and the Bonds have been obtained or made and are in full force and effect

(G) **Brokers, etc.** Other than you, no Person has, or as a result of the transactions contemplated hereby and by the Ancillary Agreements will have, any right, interest or valid claim against or on the County or any purchaser for any commission, fee or other compensation as a broker or finder or in any similar capacity, which fee is the obligation solely of the County and will be paid on or before the Closing Date

**4 Representations and Warranties of the Issuer** The Issuer represents and warrants that, on and of the date hereof and on and as of the Closing Date

(A) **Authority** The Issuer is a validly existing public body, corporate and politic, organized and existing under the laws of the State of Mississippi. The Issuer is authorized and empowered by the provisions of the Act to enter into the transactions contemplated by this Agreement and the Ancillary Agreements to which the Issuer is or is to be a party. The execution, delivery and performance of this Agreement, the Ancillary Agreements to which the Issuer is or is to be a party, and the Bonds are within the authority of the Issuer, have been duly authorized by all proceedings of the Issuer, and such execution, delivery and performance do not and will not contravene, or constitute a default under, any provision of applicable law or regulation or of the charter documents or bylaws of the Issuer, or any judgment, order, decree, agreement or instrument binding on it or result in the creation of any lien or other encumbrance on any asset of the Issuer other than the lien on the Trust Estate (as defined in the Indenture) in favor of the Trustee for the benefit of the Bondholders. This Agreement constitutes, and the Ancillary Agreements to which the Issuer is or is to be a party, when duly executed and delivered, will constitute, valid and binding commitments of the Issuer, and the Bonds, when duly executed and delivered by the Issuer in accordance with this Agreement and the Indenture, will constitute limited, valid and binding obligations of the Issuer.

(B) **Use of Proceeds** The Proceeds from the sale of the Bonds hereunder will be used to finance the Project as provided in the Indenture and the County Bond Resolution including the payment of the costs of issuance of the Bonds and the County Bond. It is intended that the proceeds of the Bonds will be included in the calculation of gross income for federal

income tax purposes under existing statutes, regulations, rulings and court decisions and as set forth in the Preliminary Official Statement

**(C) Litigation.** There is no action, suit or proceeding, inquiry or investigation, at law or in equity, by or before any court, arbitrator or Governmental Body pending or, to the knowledge of the Issuer, threatened against the Issuer in any way calling into question the creation, organization or existence of the Issuer, the title of any of its officers to their respective offices the pledge or lien securing the Bonds, the collection of any amounts pledged to the payment of the Bonds or the validity of, or the power of the Issuer to enter into, the transactions contemplated hereby and by the Ancillary Agreements, or wherein an unfavorable decision, ruling or finding would adversely affect the transactions contemplated hereby or could affect the enforceability of the Bonds or any other agreement or instrument to which the Issuer is or is to be a party and that is to be used in connection with, or is contemplated by, this Agreement or the Ancillary Agreements, nor to the knowledge of the Issuer is there any basis therefor

**(D) Governmental Authorization** All authorization, consents and approvals of, and filings and registration with, any Governmental Body required in connection with the election and delivery by the Issuer of, or in connection with the performance by the Issuer of obligations under, this Agreement, the Ancillary Agreements to which the Issuer is or is to be a party, and the Bonds have been obtained or made and are in full force and effect.

**5 Conditions of Closing** Your obligation to purchase the Bonds under this Agreement shall be subject to the satisfaction of the following conditions

**(A) Opinion of Counsel to the County** You shall have received a favorable opinion dated the Closing Date from counsel to the County satisfactory to you and your counsel

**(B) Opinion of Bond Counsel** You and the County shall have received favorable opinions dated the Closing Date from Butler, Snow O'Mara, Stevens & Cannada, PLLC, Ridgeland, Mississippi bond counsel, satisfactory to you to the effect that

(i) The Act is valid under the constitution of the State of Mississippi and the Bonds have been issued in conformity with the Act and the MDB Resolution adopted by the Governing Body of the Issuer, and the MDB Resolution has been duly adopted and is in full force and effect in the form adopted,

(ii) The Issuer is a public body, corporate and politic, organized and existing under the laws of the State of Mississippi, with full power and authority to undertake the financing of the Project, to execute and deliver this Agreement and the Ancillary Documents and to issue and sell the Bonds,

(iii) The Issuer has the right and power under the laws of the State of Mississippi to enter into and perform this Agreement and the Ancillary Agreements to which the Issuer is a party and to issue and sell the Bonds,

(iv) This Agreement and the Ancillary Agreements to which the Issuer is a party have been duly authorized, executed and delivered by the Issuer and constitute valid and binding agreements of the Issuer,



(v) The Bonds have been duly authorized, executed and delivered by the Issuer, in accordance with the law, the MDB Resolution and the Indenture, and constitute valid and binding obligations of the Issuer and the Bonds are entitled to the benefits of the Indenture,

(vi) No consent or approval is required to be obtained from or document filed with, any Governmental Body by the Issuer or the County in connection with the execution and delivery of or performance under, this Agreement or the Ancillary Agreements or in connection with the issuance, sale and performance of the Bonds,

(vii) Under presently existing statutes, regulations, court rulings and court decisions, the interest on the Bonds is exempt from Mississippi income tax and from all other state and municipal taxation in the State of Mississippi, except transfer and estate taxes,

(viii) Under presently existing statutes, regulations, court rulings and court decisions, the interest on the Bonds will be included in the calculation of gross income for federal income tax purposes, and

(ix) The Bonds are exempt securities within the meaning of Section 3(a)(2) of the Securities Act of 1933, as amended, and no indenture with respect to the Bonds need be qualified under the Trust Indenture Act of 1939

**(C) Representations and Warranties** The representations and warranties of each of the County and the Issuer contained herein shall be true and correct on and as of the Closing Date with the same effect as though such representations and warranties had been made on and as of the Closing Date

**(D) Performance, No Default** Each of the County and the Issuer shall have performed and complied with all agreements and conditions herein required to be performed or complied with by it prior to or on the Closing Date, and at the time of the Closing no event of default or defaults shall have occurred and be continuing with respect to the Bonds

**(E) Compliance Certificate.** The County and the Issuer shall have delivered to you on the Closing Date a certificate, dated the Closing Date, certifying that the conditions relating to the Issuer and the County specified in subparagraphs (C) and (D) of this paragraph 5 have been fulfilled

**(F) Ancillary Agreements** All of the Ancillary Agreements shall have been duly executed and delivered by and shall constitute valid and binding agreements of, the parties hereto

**(G) Other Documents and Proceedings** You shall have received all other documents and opinions as you may reasonably request relating to

(i) The existence of the County and the Issuer,

(ii) The governmental authority for and validity of this Agreement, the Ancillary Agreements and the Bonds,

(iii) The exemption from state income taxes of interest on the Bonds, and

(iv) Other matters relevant to the issuance of the Bonds pursuant to the terms of the Indenture and the sale of the Bonds hereunder

All proceedings to be taken in connection with the transactions contemplated by this Agreement and the Ancillary Agreements, and all documents, opinions and certificates incident to such transactions shall be satisfactory in form and substance to you and to your special counsel

**(H) The Bonds.** The Trustee shall have provided to the person(s) you direct as Purchaser, including the Depository, the duly authenticated Bonds in compliance with the provisions of Paragraph 2(A) hereof

**(I) Notice** You shall have received five (5) Business Days' written notice from the County or the Issuer of the proposed Closing Date

**(J) No Legal Action** There shall not be pending before any court or any other Governmental Body any action, proceeding or investigation which is directed toward challenging restraining, prohibiting or invalidating the transactions contemplated hereby or by the Ancillary Agreements, nor shall the Issuer or the County have received from any Governmental Body official notification objecting to the sale of the Bonds

**6 Agreements of the County** The County agrees that it will deliver to you and the Trustee and the Issuer

(i) Copies of annual audited financial statements of the County

(ii) Promptly upon becoming aware of any Tax Event relating to any Bond, a notice of such Tax Event setting forth the details thereof, and

(iii) Promptly upon becoming aware of the existence of any condition or event which constitutes a default or an event of default on the Bonds, a certificate of an officer of the County to such effect setting forth the details thereof and the actions to be taken with respect thereto

**7 Payment of Certain Expenses and Taxes by the County** Whether or not the transactions contemplated by this Agreement shall be consummated the County agrees, to the extent allowed by law

**(A)** To pay all reasonable expenses incurred by you or any holder of any of the Bonds or an interest therein incident to the transactions contemplated by this Agreement or in connection with any enforcement, modification, amendment or alteration of this Agreement, the Bonds or any of the Ancillary Agreements (whether or not any such enforcement, modification, amendment or alteration becomes effective), including but not limited to, any out-of-pocket

expenses incurred by you or any such holder and the fees, charges and disbursements of special counsel for you or any such holder,

(B) To pay the fees and expenses of the Depository, and

(C) To pay, and save you or any such holder of any of the Bonds or any interest therein harmless against any and all liability with respect to, amounts payable as a result of

(i) Any issuance, stamp, documentary, transfer or similar taxes which may be determined to be payable in connection with the execution and delivery of the Bonds this Agreement or any of the Ancillary Agreements, or any modification, amendment or alteration, of the terms or provisions of any of the Bonds, this Agreement or any of the Ancillary Agreements, and

(ii) Any interest or penalties resulting from any delays in paying any of such expenses, charges, disbursements, liabilities or taxes

The obligations of the County under this Paragraph 7 shall survive the payment of the Bonds

**8 Indemnification by County** The County, the Issuer and the Purchaser hereby agree as follows

(A) The County, to the extent allowed by law, agrees to indemnify and hold harmless the Purchaser the Trustee and the Issuer, their respective directors, officers, employees and agents and each person, if any, and its directors, officers, employees and agents, who controls the Purchaser within the meaning of the Securities Act (collectively the "Indemnified Persons" and individually, an "Indemnified Person") from and against any and all losses, claims, damages, liabilities and costs (i) arising out of any statement or information regarding the County contained in any Disclosure Document that is untrue or incorrect or alleged to be untrue or incorrect in any material respect or the omission or alleged omission therefrom of any statement or information that is necessary to make the statements therein, in light of the circumstances under which they were made, not misleading in any material respect, (ii) to the extent of the aggregate amount paid in settlement of any litigation commenced or threatened arising from a claim based upon any such untrue statement or omission if such settlement is effected without the written consent of the Indemnified Persons, and (iii) to which the Indemnified Persons may become subject under the Securities Act, the Securities Exchange Act of 1934, as amended or other federal or state statutory laws or regulations insofar as such losses, claims, damages, liabilities and costs and any legal or other expenses (including legal or other expenses reasonably incurred in connection with investigating or defending the same) to which the County and the Indemnified Persons may be subject in such proportion as is appropriate to reflect not only the relative benefits received by the County on the one hand and the Indemnified Persons on the other hand, but also the relative fault of the County and the Indemnified Persons, as well as any relevant equitable considerations

(B) This indemnity agreement shall remain operative and in full force and effect, to the extent allowed by law, regardless of any investigation made by or on behalf of the County, or

on delivery of and payment for any Bonds hereunder, and shall survive the termination or cancellation of this letter Agreement

**9 Survival of Covenants; Successors and Assigns** All covenants, agreements, and warranties made by the County or the Issuer in this Agreement, the Ancillary Agreements or in certificates or other documents delivered pursuant to any thereof in connection with the delivery of the Bonds to you, and shall continue in full force and effect until the Bonds are paid in full and thereafter to the extent provided by Paragraph 8 All such covenants, agreements, representations and warranties shall be binding upon any successors and assigns of the County or the Issuer as the case may be, and shall inure to the benefit of your successors and assigns

**10 No Oral Change, Assignment**

(A) This Agreement may not be changed orally, but only by an agreement in writing and assigned by the party against whom enforcement of any waiver, change, modification or discharge is sought

(B) Neither the County nor the Issuer may assign any of its respective rights or obligations under this Agreement without your written consent, and you shall not be required to purchase the Bonds except as provided in this Agreement

**11 Notices** Except as otherwise provided in this Agreement, whenever notice is required to be given pursuant to the provisions of this Agreement, such notice shall be in writing and shall be mailed by first class mail, postage prepaid addressed

If to the Issuer - Mississippi Development Bank  
735 Riverside Drive, Suite 300  
Jackson, MS 39202  
Attention Executive Director

If to the Trustee - \_\_\_\_\_ Bank  
\_\_\_\_\_, MS \_\_\_\_\_  
Attention Corporate Trust Department

If to the County - Clay County, Mississippi  
Courthouse, \_\_\_\_\_  
\_\_\_\_\_, MS \_\_\_\_\_  
Attention Chancery Clerk

If to the Securities  
Depository - The Depository Trust Company  
55 Water Street  
New York, NY 10041  
Attention Municipal Securities

All notices shall be effective upon receipt

**12 Reproduction of Documents** This Agreement, the Ancillary Agreements, and all documents relating thereto, including without limitation (A) consents, waivers and modifications which may hereafter be executed, (B) documents received by you at the Closing (except the Bonds), and (C) financial statements, certificates and other information previously or hereafter furnished to you or any Bondholder may be reproduced by you or such Bondholder by any photographic, photostatic, microfilm, micro-card, miniature photographic or other similar process and you or any Bondholder may destroy any original document so reproduced. The County and the Issuer agree and stipulate that any such reproduction shall be admissible in evidence as the original itself in any judicial or administrative proceeding (whether or not the original is in existence and whether or not such reproduction was made by you or any Bondholder in regular course of business) and that any enlargement, facsimile or further reproduction of such reproduction shall likewise be admissible in evidence.

**13 Law Governing** This Agreement shall be construed in accordance with and governed by the laws of the State of Mississippi.

**14 Headings** The headings of the paragraphs and subparagraphs of this Agreement are inserted for convenience only and shall not be deemed to constitute a part of this Agreement.

**15 Counterparts** This Agreement may be executed in counterparts, each of which shall be deemed an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

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

[Signature Page to Follow]

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If you agree with the foregoing, please sign this Agreement in the space provided below

Very truly yours,

**CLAY COUNTY, MISSISSIPPI**

By: \_\_\_\_\_  
**President, Board of Supervisors**

**ATTEST:**

\_\_\_\_\_  
**Chancery Clerk**

**SIGNATURE PAGE TO MISSISSIPPI DEVELOPMENT BANK BOND PURCHASE AGREEMENT AMONG CLAY COUNTY, MISSISSIPPI, MISSISSIPPI DEVELOPMENT BANK, AND \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, DATED \_\_\_\_\_, 20\_\_ REGARDING THE \$\_\_\_\_,000 MISSISSIPPI DEVELOPMENT BANK TAXABLE SPECIAL OBLIGATION BONDS, SERIES 2013 (CLAY COUNTY, MISSISSIPPI TAXABLE GENERAL OBLIGATION INDUSTRIAL DEVELOPMENT BOND PROJECT)**

**MISSISSIPPI DEVELOPMENT BANK**

By \_\_\_\_\_  
Executive Director

**SIGNATURE PAGE TO MISSISSIPPI DEVELOPMENT BANK BOND PURCHASE AGREEMENT AMONG CLAY COUNTY, MISSISSIPPI, MISSISSIPPI DEVELOPMENT BANK, AND \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, DATED \_\_\_\_\_, 20\_\_ REGARDING THE \$\_\_\_\_,000 MISSISSIPPI DEVELOPMENT BANK TAXABLE SPECIAL OBLIGATION BONDS, SERIES 2013 (CLAY COUNTY, MISSISSIPPI TAXABLE GENERAL OBLIGATION INDUSTRIAL DEVELOPMENT BOND PROJECT)**

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*Accepted By*

\_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_

By \_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_

**SIGNATURE PAGE TO MISSISSIPPI DEVELOPMENT BANK BOND PURCHASE AGREEMENT AMONG CLAY COUNTY, MISSISSIPPI, MISSISSIPPI DEVELOPMENT BANK, AND \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, DATED \_\_\_\_\_, 20\_\_\_\_ REGARDING THE \$\_\_\_\_,000 MISSISSIPPI DEVELOPMENT BANK TAXABLE SPECIAL OBLIGATION BONDS, SERIES 2013 (CLAY COUNTY, MISSISSIPPI TAXABLE GENERAL OBLIGATION INDUSTRIAL DEVELOPMENT BOND PROJECT)**

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**EXHIBIT D**  
**FORM OF PRELIMINARY OFFICIAL STATEMENT**

**647**

PRELIMINARY OFFICIAL STATEMENT DATED \_\_\_\_\_, 2013

**NEW ISSUE-BOOK-ENTRY ONLY**

RATINGS S&P' \_\_\_\_\_  
(See RATINGS" herein)

IN THE OPINION OF BUTLER, SNOW O'MARA, STEVENS & CANNADA, PLLC RIDGELAND, MISSISSIPPI, BOND COUNSEL, UNDER EXISTING LAWS, REGULATIONS, RULINGS AND JUDICIAL DECISIONS, INTEREST ON THE SERIES 2010D BONDS IS INCLUDABLE IN THE GROSS INCOME OF HOLDERS THEREOF FOR FEDERAL INCOME TAX PURPOSES. In the opinion of Bond Counsel under existing laws, regulations rulings and judicial decisions interest on the Series 2013 Bonds are exempt from income taxation in the State of Mississippi. See "TAX MATTERS" herein and "APPENDIX D - FORM OF BOND COUNSEL OPINION" attached hereto

\$ \_\_\_\_\_,000  
**MISSISSIPPI DEVELOPMENT BANK**  
**TAXABLE SPECIAL OBLIGATION BONDS, SERIES 2013**  
**(CLAY COUNTY, MISSISSIPPI TAXABLE GENERAL OBLIGATION INDUSTRIAL BOND PROJECT)**

Dated \_\_\_\_\_ Date of Delivery \_\_\_\_\_ DUE \_\_\_\_\_ 1 as below

The Series 2013 Bonds identified above (the "Series 2013 Bonds") will be dated the day of delivery and will bear interest from that date to their respective maturities in the amounts and at the rates set forth below. The Series 2013 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 Series 2013 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 Series 2013 Bonds will not receive physical delivery of certificates representing their interests in the Series 2013 Bonds. Interest on the Series 2013 Bonds is payable on \_\_\_\_\_ 1 and \_\_\_\_\_ 1 of each year commencing \_\_\_\_\_ 1 2013. So long as DTC or its nominee is the Registered Owner of the Series 2013 Bonds, interest, together with the principal of and redemption premium, if any, on the Series 2013 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 SERIES 2013 BONDS - Book-Entry-Only System."

The Series 2013 Bonds are issued by the Bank for the principal purpose of providing funds for the purchase of securities of the County as more fully described in this Official Statement.

The Series 2013 Bonds are subject to optional redemption and mandatory sinking fund redemption, as more fully described in this Official Statement under the caption: DESCRIPTION OF THE SERIES 2013 BONDS - Redemption.

THE SERIES 2013 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 COUNTY BOND AND PAYMENTS DERIVED THEREFROM, AS MORE FULLY DESCRIBED HEREIN. THE SERIES 2013 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 COUNTY BOND IS SECURED BY THE FULL FAITH AND CREDIT AND TAXING POWER OF THE COUNTY. THE SOURCES OF PAYMENT OF, AND SECURITY FOR, THE SERIES 2013 BONDS ARE MORE FULLY DESCRIBED HEREIN. THE BANK HAS NO TAXING POWER.

MATURITY SCHEDULE

YEAR OF MATURITY	PRINCIPAL AMOUNT	INTEREST RATE	PRICE OR YIELD	YEAR OF MATURITY	PRINCIPAL AMOUNT	INTEREST RATE	PRICE OR YIELD
2015		____%	____%	2022		____%	____%
2016		____	____	2023		____	____
2017		____	____	2024		____	____
2018		____	____	2025		____	____
2019		____	____	2026		____	____
2020		____	____	2027		____	____
2021		____	____				

The Series 2013 Bonds are offered subject to the final approval of the legality thereof by Butler, Snow, O'Mara, Stevens & Cannada, PLLC, Ridgeland, Mississippi, Bond Counsel. Certain legal matters will be passed upon for the Bank by Balch & Bingham LLP, Jackson, Mississippi, its counsel and for the County by \_\_\_\_\_, Mississippi Government Consultants Inc., Jackson, Mississippi, serves as the Financial Advisor to the Bank in connection with the sale and issuance of the Series 2013 Bonds. The Series 2013 Bonds are expected to be available in definitive form for delivery on or about \_\_\_\_\_ 2013.

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 date of this Official Statement is \_\_\_\_\_ 2013.

This Preliminary Official Statement is being prepared for the purpose of providing information to prospective investors. It is not intended to constitute an offer of securities. The information contained herein is not intended to be relied upon in making an investment decision. The information contained herein is not intended to be used in any way other than for the purpose of providing information to prospective investors. The information contained herein is not intended to be used in any way other than for the purpose of providing information to prospective investors.

**THIS OFFICIAL STATEMENT DOES NOT CONSTITUTE AN OFFERING OF ANY SECURITY OTHER THAN THE ORIGINAL OFFERING OF THE SERIES 2013 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 SERIES 2013 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 SERIES 2013 BONDS SHALL, UNDER ANY CIRCUMSTANCES, CREATE ANY IMPLICATION THAT THE INFORMATION HEREIN IS CORRECT AS OF ANY TIME SUBSEQUENT TO THE DATE HEREOF.**

**INFORMATION HEREIN HAS BEEN OBTAINED FROM THE BANK, THE COUNTY AND OTHER SOURCES BELIEVED TO BE RELIABLE, BUT THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION IS NOT GUARANTEED BY THE UNDERWRITER, AS HEREINAFTER DEFINED**

**UPON ISSUANCE, THE SERIES 2013 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 SERIES 2013 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 SERIES 2013 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 SERIES 2013 BONDS AT A LEVEL ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME**

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## OFFICIAL STATEMENT

\$\_\_\_\_\_,000

### MISSISSIPPI DEVELOPMENT BANK TAXABLE SPECIAL OBLIGATION BONDS, SERIES 2013 (CLAY COUNTY, MISSISSIPPI TAXABLE GENERAL OBLIGATION INDUSTRIAL BOND PROJECT)

#### INTRODUCTION

The purpose of this Official Statement, including its APPENDICES, is to set forth certain information concerning the sale and issuance by the Mississippi Development Bank (the "Bank") of its Mississippi Development Bank Taxable Special Obligation Bonds, Series 2013 (Clay County, Mississippi Taxable General Obligation Industrial Bond Project) (the "Series 2013 Bonds"), issued in the aggregate principal amount of \$\_\_\_\_\_,000

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 Series 2013 Bonds to potential investors is made only by means of the entire Official Statement.

#### 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 of Mississippi, (ii) the State of Mississippi or any agency thereof, (iii) the institutions of higher learning of the State of Mississippi, (iv) any education building corporation established for institutions of higher learning, or (v) any other governmental unit created under state law, such as the County, through programs of purchasing the bonds, notes or evidences of indebtedness of such local governmental units under agreements between such local governmental units and the Bank. The entity described in APPENDIX A (the "County") is such a local governmental unit.

#### Sources of Payment and Security for the Series 2013 Bonds

The Series 2013 Bonds will be issued by and under and secured by an Indenture of Trust dated the date of delivery (the "Indenture"), by and between the Bank and \_\_\_\_\_, \_\_\_\_\_, Mississippi, as Trustee (the "Trustee"). The principal of, redemption premium, if any and interest on any and all of the Series 2013 Bonds, together with any additional bonds or

refunding bonds (the "Refunding Bonds") that may be authorized and issued by the Bank under the Indenture on a parity with the Series 2013 Bonds (collectively, the "Bonds"), are payable from those revenues and funds of the Bank which, together with the Taxable General Obligation Industrial Development Bond issued by the County (the "County Bond"), as defined and described herein, pursuant to Sections \_\_\_\_ et seq., Mississippi Code of 1972, as amended (the "County Bond Act" and together with the Bank Act, the "Act"), are pledged pursuant to the Indenture for the benefit of the owners of the Series 2013 Bonds without priority. 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 Series 2013 Bonds. The Series 2013 Bonds are not a debt, liability, loan of the credit or pledge of the full faith and credit of the State or of any political subdivision. The County Bond is and will continue to be 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 time, rate or amount upon all the taxable property within the geographical limits of the County which shall only be levied when necessary as provided under this paragraph, provided that such tax levy for any year shall be abated *pro tanto* to the extent the County on or prior to September 1 of that year has transferred money to the 2013 Bond Fund of the County Bond from revenues, or has made other provisions for funds, to be applied toward the payment of the principal of and interest on the County Bond due during the ensuing fiscal year of the County, in accordance with the provisions of the Bond Resolution (as defined herein). The Bank has no taxing power and has only those powers and sources of revenue set forth in the Bank Act. The Series 2013 Bonds are issued and secured separately from any other obligations issued by the Bank.

The Series 2013 Bonds are secured by the pledge of the Trust Estate established under the Indenture (the "Trust Estate"), defined to be (i) cash and securities in the funds and accounts established by the Indenture (except the Rebate Fund, as described herein) (the "Funds" and "Accounts") and the investment earnings thereon and all proceeds thereof, (ii) the County Bond 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 Series 2013 Bonds will be secured equally and ratably by all of the foregoing. The sources of payment for the Series 2013 Bonds are further described under the caption "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2013 BONDS," and "APPENDIX A "

The principal of and interest on the County Bond are payable out of certain revenues as hereinafter defined. The following County Bond is scheduled to be purchased with proceeds of the Series 2013 Bonds \$\_\_\_\_,000 Clay County, Mississippi Taxable General Obligation Industrial Development Bond, Series 2013 (the "County Bond"). The sources of payment on the County Bond is further described under the caption "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2013 BONDS" and "APPENDIX C "

The Indenture provides that in order to further secure the payment of principal of and interest on the Series 2013 Bonds, the Bank will establish thereunder the Debt Service Reserve Fund (the "Debt Service Reserve Fund") and maintain therein an amount (the "Debt Service Reserve Requirement") equal to the lesser of the following (i) the maximum amount of principal and interest becoming due in the current or any future bond year (meaning each one year period beginning on July 2 of one year and ending on July 1 of the following year) on all Series 2013 Bonds then outstanding, (ii) 125% of average annual debt service on the Series 2013



Bonds, and (iii) 10% of the stated principal amount of the Series 2013 Bonds, which Debt Service Reserve Requirement may be funded with cash or the Reserve Fund Credit Facility See the caption "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2013 BONDS - Debt Service Reserve Fund" for further discussion of the Debt Service Reserve Fund

The Act provides that the State Legislature may appropriate to the Bank for deposit in the Debt Service Reserve Fund any sum, required by the Act to be certified by the President of the Board of Directors of the Bank on or prior to January 1 of any year, as may be necessary to restore the amount in the Debt Service Reserve Fund to an amount equal to the Debt Service Reserve Requirement. The Indenture further requires such certification to be made by the Bank to the Governor on or before January 1 of any year in which the amount in the Debt Service Reserve Fund is less than an amount equal to the Debt Service Reserve Requirement. However, nothing in these provisions or in any other provision of the Act creates a debt or an obligation on the part of the State to make any payments or appropriations to or for the use of the Bank. See the captions "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2013 BONDS - State Appropriations Mechanism" and "RISKS TO THE OWNERS OF THE SERIES 2013 BONDS "

#### Purpose of the Series 2013 Bonds

The Series 2013 Bonds are being issued pursuant to the Act to purchase the County Bond to provide funds for (i) finance certain capital projects and improvements which shall consist of acquiring land for the Prairie Belt Powersite and for construction or contracting for the construction of streets, roads, railroads, spur tracks, site improvements, water, sewerage, drainage, pollution control and other related facilities necessary or required for industrial development purposes or the development of industrial park complexes, to acquire, purchase, install, lease, construct, own, hold, equip, control, acquire or construct other structures and facilities necessary and convenient for the planning, development, use, operation and maintenance of an industrial park or parks or for other industrial development purposes, including, but not limited to, utility installations, elevators, compressors, warehouses, buildings and air, rail and other transportation terminals and pollution control facilities (the "Construction Project"), (ii) pay capitalized interest, (iii) fund a Debt Service Reserve Fund, and (iv) pay for the costs of issuance of the Series 2013 Bonds and the County Bond.

#### Authority for Issuance

The Series 2013 Bonds are issued pursuant to the provisions of the Act and the Indenture

#### Description of the Series 2013 Bonds

Redemption The Series 2013 Bonds are subject to optional redemption and extraordinary mandatory redemption as more fully described under the caption "DESCRIPTION OF THE SERIES 2013 BONDS - Redemption "

Denominations The Series 2013 Bonds will be issued in denominations of \$5,000 or any integral multiple thereof

LLP, Jackson, Mississippi and for the County by \_\_\_\_\_, \_\_\_\_\_, Mississippi. See the caption "LEGAL MATTERS" and "MISCELLANEOUS" in this Official Statement.

**Offering and Delivery of the Series 2013 Bonds**

The Series 2013 Bonds are being offered for sale by competitive bid to the purchaser of the Bonds (the "Underwriter"). Subject to the final approval of the legality thereof by Butler, Snow O'Mara, Stevens & Cannada, PLLC, Ridgeland, Mississippi, Bond Counsel, the Series 2013 Bonds are expected to be available in definitive form for delivery on or about \_\_\_\_\_ 2013.

**Risks to the Owners of the Series 2013 Bonds**

There are certain risks involved in the ownership of the Series 2013 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 Series 2013 Bonds depends primarily upon the receipt by the Bank of County Bond payments (the "County Bond Payments") from the County participating in the program (the "Program") which is obligated to make such payments to the Bank, together with investment earnings on certain amounts in the Funds and Accounts defined in and established under the Indenture. There can be no representation or assurance that the County will realize sufficient revenues to make the required County Bond Payments. In addition, the State Legislature may determine to appropriate funds to the extent of any deficiency in the Debt Service Reserve Fund, however, the State Legislature is not and cannot be obligated to appropriate any such funds. Further, factors beyond the control of the Bank may make it difficult or impossible for the State Legislature to appropriate sufficient funds in a timely fashion to replenish any deficiency in the Debt Service Reserve Fund. See the caption, "SECURITY AND SOURCES OF PAYMENT." See the caption "RISKS TO THE OWNERS OF THE SERIES 2013 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 William T. Barry, Executive Director, Mississippi Development Bank, 735 Riverside Drive, Suite 300, Jackson, Mississippi 39202, telephone (601) 355-6232.

No dealer, broker, salesman 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 Series 2013 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 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 SERIES 2013 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 Series 2013 Bonds, the purposes and operation of the Bank's Program to be financed out of the proceeds of the Series 2013 Bonds, the Bank, and summaries of certain provisions of the Series 2013 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 Series 2013 Bonds are qualified in their entirety by reference to the definitive form and the information with respect to the Series 2013 Bonds contained in the Indenture. Certain information relating to the County is set forth in "APPENDIX A," certain financial and economic information relating to the County is set forth in "APPENDIX B," the form of the County Bond Resolution and the County Bond is set forth in "APPENDIX C," the proposed form of opinion of Bond Counsel with respect to the Series 2013 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 Bank and the County as set forth in "APPENDIX F." Each of the APPENDICES to this Official Statement is an integral part of this Official Statement and should be read in its entirety by any and all owners or prospective owners of the Series 2013 Bonds.

Capitalized terms not defined herein shall have the definitions set forth in "APPENDIX E- DEFINITIONS."

**SECURITY AND SOURCES OF  
PAYMENT FOR THE SERIES 2013 BONDS**

**General**

The Series 2013 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 Series 2013 Bonds. The Series 2013 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 of the State or any political subdivision thereof other than any tax levy to be provided by the County as set forth below. The County Bond is and will continue to be 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 time, rate or amount upon all the taxable property within the geographical limits of the County which shall only be levied when necessary as provided under this paragraph, provided that such tax levy for any year shall be abated *pro tanto* to the extent the County on or prior to September 1 of that year has transferred

money to the 2013 Bond Fund of the County Bond from revenues or has made other provisions for funds, to be applied toward the payment of the principal of and interest on the County Bond due during the ensuing fiscal year of the County, in accordance with the provisions of the Bond Resolution (as defined herein) For further discussion of security for the County Bond, see heading SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2013 BONDS – Provisions for Payment of the County Bond The Bank has no taxing power The sources of payment of, and security for, the Series 2013 Bonds are more fully described below

Under the Indenture the Series 2013 Bonds are secured by a pledge to the Trustee of the County Bond and all County Bond Payments as described herein In addition, the Indenture pledges to the payment of the Series 2013 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 County and the County Bond**

From the proceeds of the Series 2013 Bonds the Bank intends to purchase and, upon purchase, will pledge to the Trustee the County Bond of the County, as described in "APPENDIX C "

### **Provisions for Payment of the County Bond**

The County Bond will be a general obligation of the County The County Bond Resolution provides that the County is unconditionally obligated to make payments secured by the full faith and credit of the County 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 Series 2013 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 County Bond Resolution the County covenants to levy a direct, continuing special tax upon all of the taxable property within the geographical limits of the County, adequate and sufficient, after allowance shall have been made for the expenses of collection and delinquencies in the payment of taxes, to produce sums required for the payment of the principal of premium, if any, and the interest on the County Bond and any additional obligations of the County under the County Bond Resolution, provided, however, that such tax levy for any year shall be abated *pro tanto* to the extent the County on or prior to September 1 of that year has transferred money to the 2013 Bond Fund of the County Bond Resolution, or has made other provisions for funds, to be applied toward the payment of the principal of and interest on the County Bond due during the ensuing fiscal year of the County, in accordance with the provisions of the County Bond Resolution The County has covenanted to include debt service payments on the County Bond in its budget each year and to apply any available revenues to pay debt service as provided for under each annual budget. 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 County are collected, and the rate of tax which shall be so extended shall be sufficient in each year fully to produce the sums required as aforesaid, without limitation as to time rate or amount The avails of said tax are irrevocably pledged in the County Bond Resolution for the payment of the principal of, premium, if any,

and interest on the County Bond and any additional obligations of the County as aforesaid as the same shall respectively mature and accrue pursuant to the terms and conditions set forth in the County Bond Resolution

**The County Bond 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 County, and neither the full faith and credit nor taxing power of the State or any political subdivision thereof is pledged to the payment of the principal, premium, if any, and interest on the County Bond, provided, however, that the County Bond is a general obligation of the County** The County Bond initially issued under the County Bond Resolution shall be issued for the purposes of providing funds to finance costs of the (i) Construction Project, (ii) to pay capitalized interest, (iii) fund the Debt Service Reserve Fund, and (iv) payment of costs of issuance of the Series 2013 Bonds and the County Bond.

The issuance of the County Bond shall be authorized by resolution of the Board of Supervisors of the County (the "Governing Body") adopted pursuant to Act See "APPENDIX C" for further description of the County Bond

### **Debt Service Reserve Fund**

The Act authorizes and the Indenture requires the Bank to establish and maintain the Debt Service Reserve Fund in which there is to be deposited or transferred

(A) All proceeds of Series 2013 Bonds required to be deposited in the Debt Service Reserve Fund by the terms of the Indenture or any supplemental indenture or resolution of the Bank with respect to the proceeds of Series 2013 Bonds, established under the Indenture in the amount of the Debt Service Reserve Requirement, which is the lesser of the (i) the maximum amount of principal and interest becoming due in the current or any future bond year (meaning each one year period beginning on July 2 of one year and ending on July 1 of the following year) on all Series 2013 Bonds then outstanding, (ii) 125% of average annual debt service on the Series 2013 Bonds, and (iii) 10% of the stated principal amount of the Series 2013 Bonds which Debt Service Reserve Requirement may be funded with cash or the Reserve Fund Credit Facility as defined in the Indenture,

(B) All money required to be transferred to the Debt Service Reserve Fund from another Fund or Account under the Indenture,

(C) All money paid by the County for deposit to the Debt Service Reserve Fund as provided in the Resolution,

(D) All money appropriated by the State for replenishment of the Debt Service Reserve Fund, and

(E) Any other available money or funds that the Bank may decide to deposit in the Debt Service Reserve Fund

Except as provided by the Indenture, moneys in the Debt Service Reserve Fund will be held and applied to the payment of the principal of and interest on the Series 2013 Bonds in cases where sufficient funds are not available in other Funds and Accounts for such payments

The County may, at any time provide the Trustee with a Reserve Fund Credit Facility to be substituted for all or a portion of the amount of money and investments in the Debt Service Reserve Fund equal to the amount available for drawing under such Reserve Fund Credit Facility, provided that such right of substitution shall be subject to the following conditions

(A) The Trustee shall receive a certificate of the County to the effect that such substitution is in the best economic interests of the County stating the reasons therefor and stating how the amounts on deposit in the Debt Service Reserve Fund are to be applied, and

(B) The Trustee shall receive an opinion of counsel acceptable to the Trustee, in form and substance satisfactory to the Trustee, addressed to the Trustee, the Bank and the County as to the due authorization execution, delivery and enforceability of the Reserve Fund Credit Facility in accordance with its terms subject to applicable laws affecting creditors' rights generally, and, in the event the issuer of the Reserve Fund Credit Facility is not a domestic entity, an opinion of foreign counsel to the same effect in form and substance satisfactory to the Trustee, and

(C) The Trustee, the Bank and the County shall receive an opinion of nationally recognized counsel, in form and substance satisfactory to each of them, to the effect that substitution of such Reserve Fund Credit Facility and the proposed application to the amounts in the Debt Service Reserve Fund will not cause the interest on the Series 2013 Bonds to become includable in gross income of the holders thereof for federal income taxation purposes, and

(D) The obligation of the Bank to reimburse the issuer of the Reserve Fund Credit Facility for any fees or expenses or claims or drawings under such Reserve Fund Credit Facility shall be subordinate to the payment of debt service on the Series 2013 Bonds under the Indenture, and

(E) The Reserve Fund Credit Facility must provide for a revolving feature under which the amount available for drawing thereunder will be reinstated to the extent of any reimbursement of drawings or claims paid and

(F) The value of the assets (including the amount available for drawing under the Reserve Fund Credit Facility) held in the Debt Service Reserve Fund must equal the Debt Service Reserve Requirement immediately upon such substitution

If there shall be an insufficiency of funds in the General Account of the General Fund to make any required payment of principal of or interest on any Series 2013 Bonds and the Trustee is holding a Reserve Fund Credit Facility in lieu of funds in the Debt Service Reserve Fund, the Trustee shall make a drawing under the Reserve Fund Credit Facility in an amount equal to the lesser of (1) the amount then available for drawing under the Reserve Fund Credit Facility, or (2) the amount necessary to make up the insufficiency described above, which drawing shall be made in time to prevent the occurrence of an Event of Default under the Indenture, and the proceeds of such drawing shall be deposited into the Debt Service Reserve Fund for application as provided in the Indenture

On the fifth (5th) business day prior to the expiration of any Reserve Fund Credit Facility, the Trustee shall make a drawing of the full amount available thereunder, and shall deposit the proceeds of such drawing into the Debt Service Reserve Fund, provided, however that the Trustee shall not make a drawing if not later than the fifth (5th) business day prior to the expiration of such Reserve Fund Credit Facility, a substitute Reserve Fund Credit Facility or money and/or Investment Securities equal to the Debt Service Reserve Requirement have been delivered to the Trustee for deposit in the Debt Service Reserve Fund

If the Trustee receives notice that (1) the revolving reinstatement feature described above has been suspended or terminated, (2) the rating of the issuer of the Reserve Fund Credit Facility has fallen below 'A' by Standard and Poor's Ratings Group (3) the issuer of the Reserve Fund Credit Facility has defaulted in its payment obligations thereunder, or (4) the Reserve Fund Credit Facility will not be extended or renewed, the Trustee shall immediately notify the County and Ambac Assurance in writing, of the occurrence of such event and shall request that the County make or cause to be made the payments required to replenish the Debt Service Reserve Fund pursuant to the Indenture, which payments may be made from the proceeds of a drawing under the Reserve Fund Credit Facility

Reserve Fund Credit Facility means an irrevocable and unconditional letter of credit, insurance policy or surety bond, the terms of which have been approved by the County, issued by a bank or other financial institution which is acceptable to the County, having a long-term credit rating of "A" or better as determined by Standard and Poor's Ratings Group which credit facility names the Trustee as the beneficiary thereunder provided, that any such credit facility must (a) be renewable or extendable on an annual basis, (b) have an initial term of not less than three (3) years, (c) provide that the bank or other financial institution providing such credit facility must notify the Trustee and the County, no less than thirty (30) days in advance of the expiration of the credit facility of its intention not to renew or extend such credit facility, (d) permit the Trustee to make a drawing thereunder to fund the Debt Service Reserve Fund no later than five (5) business days prior to the earlier of (1) the expiration date of such credit facility and (2) the date the proceeds of such drawing will be needed to fund the Debt Service Reserve Fund

#### **State Appropriations Mechanism**

The Act provides that in order to assure the maintenance of the Debt Service Reserve Fund, the State Legislature may appropriate to the Bank for deposit in the Debt Service Reserve Fund any sum required by the Act to be certified by the Bank on or before January 1 of any year to the Governor and then required by the Act to be transmitted by a request from the Governor to the State Legislature as necessary to restore the Debt Service Reserve Fund to an amount equal to the Debt Service Reserve Requirement. However, nothing in these provisions or any other provision of the Act creates a debt or liability of the State to make any payments or appropriations to or for the use of the Bank. There can be no representation or assurance (i) that the request by the Governor transmitted to the Legislature, stating the amount of a deficiency in the Debt Service Reserve Fund, would be taken up for any or for early consideration by the State Legislature, or (ii) that upon consideration of any such request, the State Legislature would determine to appropriate funds to reduce or eliminate such deficiency, or (iii) that in the event the State Legislature determined to make such an appropriation the amounts thus appropriated would be forthcoming as of any particular date.

As required by the State Constitution, the regular session of the State Legislature begins on the Tuesday after the first Monday of January each year unless sooner convened by the Governor of the State. Such sessions shall be limited to a period of 125 calendar days every fourth year and 90 calendar days for every other regular session. Provided further that the House of Representatives, by resolution with the Senate concurring therein, and by a two-thirds (2/3) vote of those present and voting in each house, may extend such limited session for a period of thirty (30) days with no limit on the number of extensions to each session. Because the State Legislature meets for only a portion of each year, there can be no representation or assurance that the State Legislature could, if it elected to do so, take timely action upon a certificate from the Bank in order to provide funds to avoid a default in the payment of principal of or interest on the Series 2013 Bonds.

Under the Indenture, the State does thereby pledge to and agree with the holders of any Series 2013 Bonds that the State will not limit or alter the rights thereby 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 Series 2013 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 Series 2013 Bonds, are fully met and discharged

**Tax Intercept Agreement**

General As provided for in the Act, the County and the Bank have entered into and the Trustee has accepted the Tax Intercept Agreement whereby the County has covenanted, agreed and authorized the Mississippi Department of Revenue or any other State agency, department or commission to (1) withhold all or any part of any monies which the County 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 State agency, department or commission (the "Tax Monies") subject to the prior lien on the Tax Monies which may be withheld by the Mississippi Department of Revenue or any other state agency department or commission, and (2) pay same over to the Trustee on behalf of the Bank to satisfy any delinquent payment (the "Delinquent Payment") under Section 12 of the County Bond Resolution. If on the first day of June and December of each year, beginning December 1, 2013, there are insufficient funds to make the payments under Section 12 of the County Bond Resolution, the Bank has authorized and directed the Trustee under the Tax Intercept Agreement to file the Tax Intercept Agreement and a statement of deficiency setting forth the amount of any Delinquent Payment with the Mississippi Department of Revenue or any other State agency department or commission, thereby directing the Mississippi Department of Revenue or any other State agency, department or commission to pay any Tax Monies directly to the Trustee on behalf of the Bank to satisfy any Delinquent Payment, all as permitted under the Act. In any event if the County fails to make timely payments under the County Bond Resolution as provided in Section 12 of the County Bond Resolution, the Trustee is hereby further directed to file the Tax Intercept Agreement with the Mississippi Department of Revenue and take further action to recover Tax Monies under the Tax Intercept Agreement. The Trustee is hereby directed to pay any Tax Monies into the General Account of the General Fund to be applied in accordance with Section 6.05 of the Indenture.

*The Tax Monies include any and all funds held by any State agency commission or department which are to be distributed to the County pursuant to State law. Tax Monies include homestead ad valorem tax exemption reimbursements (See "EXHIBIT A - INFORMATION ON THE COUNTY - Homestead Exemption" herem), gaming tax revenues, Grand Gulf Nuclear Power Plant in-lieu taxes and other miscellaneous items which may be due the County from the State from time to time. The largest portion of Tax Monies consists of gaming tax revenues collected by the Mississippi Department of Revenue and which are according to State law remitted to the County on a monthly basis. For fiscal years (October 1 through September 30) 1996 - 2003 gaming tax remittances to the County were*

<u>Year Ending</u> <u>September 30</u>	<u>Total</u> <u>Amount Remitted</u>
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Tax Monies Available for Intercept *If gaming tax revenues collected in the County by the Mississippi Department of Revenue remain at historical rates, there should be at least \$34,829,400 (9 year average) annual gaming revenues of the County which would be subject to and available for intercept by the Trustee on behalf of the Bank with which debt service on the Series 2013 Bonds could be paid*



## **RISKS TO THE OWNERS OF THE SERIES 2013 BONDS**

### **General**

The Series 2013 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 County Bond Payments payable by the County on the County Bond pursuant to the County Bond Resolution, and if necessary certain Tax Monies. Purchasers of the Series 2013 Bonds are advised of certain risk factors with respect to the County Bond.

In addition, purchasers of the Series 2013 Bonds are advised of certain additional information in connection with the County as set forth in "APPENDIX A" and "APPENDIX B."

### **County Bond**

The ability of the Bank to pay principal of, redemption premium, if any, and interest on the Series 2013 Bonds depends primarily upon the receipt by the Bank of County Bond Payments from the County which is obligated under the County 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. Except for the Debt Service Reserve Fund and except for the intercept of local taxes (see "Tax Intercept Agreement" herein), 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 County in making such County Bond Payments, and there is no source from which the General Fund will be replenished except the County Bond Payments and investment income on moneys in the Funds and Accounts.

### **State Appropriations Mechanism**

The State Legislature may determine to appropriate funds to the extent of any deficiency in the Debt Service Reserve Fund (see the caption "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2013 BONDS - State Appropriations Mechanism"). However, the State Legislature is not and cannot be obligated to appropriate any such funds. Moreover, the State Legislature meets for only a portion of each year unless extended by a special session called by the Governor, and there can be no representation or assurance (i) that a request from the Governor, stating the amount of a deficiency in the Debt Service Reserve Fund, would be taken up for any or for early consideration by the State Legislature, or (ii) that upon consideration of any such request, the State Legislature would determine to appropriate funds to reduce or eliminate such deficiency, or (iii) that in the event the State Legislature determined to make such an appropriation, the amounts thus appropriated would be forthcoming as of any particular date. In no event can or will the Series 2013 Bonds be deemed to be a debt or obligation of the State. See the caption "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2004 BONDS - Debt Service Reserve Fund."

### **Rating**

There is no assurance that the rating assigned to the Series 2013 Bonds at the time of issuance (see "RATING" herein) will not be lowered or withdrawn at any time, the effect of which could adversely affect the market price for and marketability of the Series 2013 Bonds. If and when a Bondholder elects to sell a Series 2013 Bond prior to maturity, there is no assurance that a market will have been established, maintained and in existence for the purchase and sale of the Series 2013 Bonds, and there is no assurance as to the purchase price which a buyer would be willing to pay.

## **Remedies**

The remedies available to the Trustee, to the Bank or to the owners of the Series 2013 Bonds upon an Event of Default under the Indenture or under the terms of the County Bond 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 County Bond may not be readily available or may be limited.

## **Certain Bankruptcy Risks**

In the event the County were to become a debtor under the Bankruptcy Code, payments under the County 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 County 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 County Bond 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 County, 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 County Bond Resolution, the Indenture, or related documents that make bankruptcy and related proceedings by the County an Event of Default thereunder. All of these events would adversely effect the payment of debt service on the Series 2013 Bonds.

## **Limitation on Enforceability of Security Interests**

The remedies available upon an Event of Default under the Indenture and the County Bond Resolution 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 the County Bond Resolution may not be readily available or may be limited. The various legal opinions delivered concurrently with the delivery of the Series 2013 Bonds and the County Bond 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.

The pledge of the full faith and credit granted by the County in the County 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 County 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 County received within ninety (90) days preceding and after any effectual institution of bankruptcy, liquidation or reorganization proceedings by or against the County, (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 County. If an Event of Default does occur, it is uncertain that the Trustee could successfully obtain an adequate remedy at law or in equity.

#### **Failure to Compel the Levy of Taxes on the County Bond**

The County Bond will be a general obligation of the County payable as to principal and interest out of and secured by an irrevocable pledge of the avails of a direct and continuing tax to be levied annually without limitation as to rate or amount upon the taxable property within the geographical limits of the County, provided, however that such tax levy for any year shall be abated *pro tanto* to the extent the County on or prior to September 1 of that year has transferred money to the 2013 Bond Fund of the County Bond Resolution, or has made other provisions for funds to be applied toward the payment of the principal of and interest on the County Bond due during the ensuing fiscal year of the County, in accordance with the provisions of the County Bond Resolution. The County, when necessary, will levy annually a special tax upon all taxable property within the geographical limits of the County adequate and sufficient to provide for the payment of the principal of and the interest of the County Bond as the same falls due.

The qualified electors of the State of Mississippi voted in a general election held on November 7, 1995, to amend the Mississippi Constitution of 1890 (the "Constitution") to add the following new Section 172A (the "Amendment")

SECTION 172A. Neither the Supreme Court nor any inferior court of this state shall have the power to instruct or order the state or any political subdivision thereof, or an official of the state or any political subdivision, to levy or increase taxes.

The Amendment does not affect the underlying obligation to pay the principal of and interest on the County Bond as it matures and becomes due, nor does it affect the obligation 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 County Bond 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 County Bond in a Court of the State of Mississippi. It is not certain whether the Amendment would affect the right of a Federal Court to direct the levy of a tax to satisfy a contractual obligation. Other effective remedies are available to the holder of the County Bond in the event of a payment default with respect to the County Bond. For example, such holder can seek a writ of mandamus to compel the County to use any legally available moneys to pay the debt service on the County Bond, and if such writ of mandamus is issued and public officials fail to comply with such writ, then such

public officials may be held in contempt of court. In addition, pursuant to Mississippi Constitution §175, all public officials who are guilty of willful neglect of duty may be removed from office.

## DESCRIPTION OF THE SERIES 2013 BONDS

### General Description

The Series 2013 Bonds are issuable under the Indenture as fully registered bonds. When issued, the Series 2013 Bonds will be registered in the name of and held by Cede & Co., as nominee for The Depository Trust Company, New York, New York ("DTC"). Purchases of beneficial interests from DTC in the Series 2013 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 Series 2013 Bonds will mature in the amounts and on the dates, and bear interest at the rates per annum, set forth on the cover page of this Official Statement. Interest on the Series 2013 Bonds will be payable semiannually on \_\_\_\_ 1 and \_\_\_\_ 1 of each year, commencing \_\_\_\_ 1, 2013. Interest will be calculated on the basis of a 360-day year consisting of twelve thirty-day months.

Each Series 2013 Bond will be dated the day of delivery. If any Series 2013 Bond is authenticated on or prior to the day of delivery, it will bear interest from such date. Each Series 2013 Bond authenticated after the day of delivery, will bear interest from the most recent date on which interest was payable (the "Interest Payment Date") and has been paid on or prior to the date of authentication of such Series 2013 Bond, unless such Series 2013 Bond is authenticated after the fifteenth day of the calendar month preceding an Interest Payment Date (the "Record Date") and on or prior to the next following Interest Payment Date, in which case such Series 2013 Bond will bear interest from such following Interest Payment Date.

So long as DTC or its nominee is the Registered Owner of the Series 2013 Bonds, payments of the principal of, redemption premium, if any, and interest on the Series 2013 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 the participants of DTC (the "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 Series 2013 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 Series 2013 Bonds are no longer in a book-entry-only system, the principal of the Series 2013 Bonds will be payable upon maturity or redemption at the principal corporate trust office of the Trustee in \_\_\_\_\_, \_\_\_\_\_, and interest on the Series 2013 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 Series 2013 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**

The Depository Trust Company ("DTC"), New York, New York, will act as securities depository for the Series 2013 Bonds. The Series 2013 Bonds will be issued as fully-registered securities registered in the name of Cede & Co (DTC's partnership nominee) or such other name as may be requested by the authorized representative of DTC. One fully registered Series 2013 Bond certificate will be issued for the Series 2013 Bonds in the aggregate principal amount of such issue, and will be deposited with DTC.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 billion issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions, in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC 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](http://www.dtcc.com).

Purchases of Series 2013 Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Series 2013 Bonds on DTC's records. The ownership interest of each actual purchaser of each Series 2013 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 transactions, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Series 2013 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 Series 2013 Bonds, except in the event that use of the book-entry system for the Series 2013 Bonds is discontinued.

To facilitate subsequent transfers, all Series 2013 Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co, or such other name as may be requested by an authorized representative of DTC. The deposit of Series 2013 Bonds with DTC and their registration in the name of Cede & Co or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Series 2013 Bonds, DTC's records reflect only the identity of the Direct Participants to whose accounts such Series 2013

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 Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Series 2013 Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Series 2013 Bonds, such as redemptions, tenders, defaults and proposed amendments to the Series 2013 Bond documents. For example, Beneficial Owners of Series 2013 Bonds may wish to ascertain that the nominee holding the Series 2013 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 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 Series 2013 Bonds within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Series 2013 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 Bank as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Series 2013 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 Series 2013 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 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 Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the Series 2013 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, Series 2013 Bond certificates are required to be printed and delivered.

The Bank may decide to discontinue use of the system of book-entry transfers through DTC (or a successor securities depository). In that event, Series 2013 Bond certificates 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 believes to be reliable, but the Bank takes no responsibility for the accuracy thereof.

So long as Cede & Co is the registered holder of the Series 2013 Bonds as nominee of DTC references herein to the Holders holders, or Registered Owners of the Series 2013 Bonds mean Cede & Co and not the Beneficial Owners of the Series 2013 Bonds

**THE BANK, THE TRUSTEE, THE COUNTY AND THE UNDERWRITER CANNOT AND DO NOT GIVE ANY ASSURANCES THAT THE DIRECT PARTICIPANTS OR THE INDIRECT PARTICIPANTS WILL DISTRIBUTE TO THE BENEFICIAL OWNERS OF THE SERIES 2013 BONDS (I) PAYMENTS OF PRINCIPAL OF OR INTEREST AND PREMIUM, IF ANY, ON THE SERIES 2013 BONDS, (II) CERTIFICATES REPRESENTING AN OWNERSHIP INTEREST OR OTHER CONFIRMATION OF BENEFICIAL OWNERSHIP INTERESTS IN SERIES 2013 BONDS, OR (III) REDEMPTION OR OTHER NOTICES SENT TO DTC OR CEDE & CO., ITS NOMINEE, AS THE REGISTERED OWNERS OF THE SERIES 2013 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 COUNTY, THE TRUSTEE NOR THE UNDERWRITER WILL HAVE ANY RESPONSIBILITY OR OBLIGATIONS TO SUCH DTC PARTICIPANTS OR THE BENEFICIAL OWNERS WITH RESPECT TO (1) THE SERIES 2013 BONDS, (2) THE ACCURACY OF ANY RECORDS MAINTAINED BY DTC OR ANY DTC PARTICIPANT, (3) THE PAYMENT BY ANY DTC PARTICIPANT OF ANY AMOUNT DUE TO ANY BENEFICIAL OWNER IN RESPECT OF THE PRINCIPAL AMOUNT OF OR INTEREST OR PREMIUM, IF ANY, ON THE SERIES 2013 BONDS, (4) 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, (5) THE SELECTION OF THE BENEFICIAL OWNERS TO RECEIVE PAYMENT IN THE EVENT OF ANY PARTIAL REDEMPTION OF THE SERIES 2013 BONDS, OR (6) ANY CONSENT GIVEN OR OTHER ACTION TAKEN BY DTC AS BONDHOLDER.**

#### **Redemption**

**Optional Redemption** The Series 2013 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 Series 2013 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 Series 2013 Bonds are in book-entry form

**Extraordinary Mandatory Redemption** The Series 2013 Bonds are also subject to extraordinary mandatory redemption prior to maturity in whole or in part, at any time, in inverse order of maturity, at a Redemption Price equal to the principal amount thereof plus accrued interest to the redemption date, from and to the extent that moneys are transferred from the Purchase Account to the Redemption Account created in this Indenture due to a failure of the County to issue and deliver the County Bond or if the County Bond is issued and delivered by the County in an original principal amount less than the original principal amount of the Series

2013 Bonds when issued or otherwise deposited in the Redemption Account from proceeds received upon the redemption of the County Bond under the County Bond Resolution pursuant to a default under the County Bond Resolution and acceleration by the Trustee of the Series 2013 Bonds to be redeemed

The Bank intends to expend fully and expeditiously all amounts in the Purchase Account promptly after the date of delivery of the Series 2013 Bonds for purchase of the County Bond described in APPENDIX C. However, in the event and to the extent that funds deposited in the Purchase Account from the proceeds of the Series 2013 Bonds are not used for such purchase and the Bank determines not to purchase the County Bond for inclusion in the Program, moneys may be deposited in the Redemption Account and used for extraordinary mandatory redemption at any time of the Series 2013 Bonds and will be so deposited and used after three years from the date of delivery of the Series 2013 Bonds. In the event that less than all of the Series 2013 Bonds are to be redeemed under the provisions for extraordinary mandatory redemption in the Indenture, the principal amount and the maturity of the Series 2013 Bonds to be redeemed will be selected in integral multiples of \$5,000 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 Series 2013 Bonds are in book-entry form.

Notice of Redemption. Notice of the call for any redemption, identifying the Series 2013 Bonds (or any portions thereof in integral multiples of \$5,000 each) to be redeemed (which may be a conditional notice of redemption), will be given by the Trustee at least 30 days but not more than 45 days prior to the date fixed for redemption by mailing a copy of the redemption notice by registered or certified mail to the Registered Owner of each Series 2013 Bond to be redeemed at the address shown on the registration records and to the Underwriter of the Series 2013 Bonds. Failure to mail such notice to any particular owner of Series 2013 Bonds, or any defect in the notice mailed to any such owner of Series 2013 Bonds, will not affect the validity of the call for the redemption of any other Series 2013 Bonds. So long as DTC or its nominee is the Registered Owner of the Series 2013 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 SERIES 2013 BOND -- Book-Entry-Only System."

Redemption Payments. The Trustee will apply funds deposited with the Trustee by the Bank in an amount sufficient to pay the Redemption Price of the Series 2013 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 Series 2013 Bonds that have been called.

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**APPLICATION OF THE PROCEEDS  
OF THE SERIES 2013 BONDS**

The proceeds of sale of the Series 2013 Bonds which is equal to \$ \_\_\_\_\_ will be applied as follows

**Sources of Funds**

Series 2013 Bond Proceeds	\$
Net Original Issue Premium	\$
Total Sources of Funds	\$

**Uses of Funds**

Deposit to General Fund, Purchase Account for Purchase of the County Bond	\$
Deposit to the General Fund, Costs of Issuance Account	
Deposit to Debt Service Reserve Fund	
Deposit to the General Fund, Capitalized Interest Account	
Total Uses of Funds	\$

**THE MISSISSIPPI DEVELOPMENT BANK**

**General**

The Bank was created in 1986 and is organized and existing under and by virtue of the Bank Act as a separate body corporate and politic for the public purposes set forth in the Bank Act. The Bank is not an agency of the State, is separate from the State in its corporate and sovereign capacity and has no taxing power.

The Bank is granted under the Bank Act the power to borrow money and issue its bonds in such principal amounts as it shall deem necessary to provide funds to accomplish a public purpose or purposes of the State provided for under the Bank Act, including purchasing bonds, notes or evidences of indebtedness such as the County Bond, from local governmental units, such as the County.

**Organization and Membership of the Bank**

The Bank is governed by a nine (9) member Board of Directors. The members of the Board of Directors are elected by the members of the Mississippi Business Finance Corporation (the "MBFC") at the time and place fixed by the MBFC's by-laws. Appointments are for terms of one year. The members of the Board of Directors are as follows:

<u>Name</u>	<u>Occupation</u>	<u>Term</u>
Mack Brewer	Retired Finance Manager McComb, Mississippi	7/1/12 - 6/30/13
N. L. Carson	Owner, Carson Construction Carthage, Mississippi	7/1/12 - 6/30/13

Kim Dillon	Telecommunications Company President/CEO Jackson, Mississippi	10/9/12 – 6/30/13
William L. Freeman, Jr	Adjutant General State of MS Jackson, Mississippi	7/1/12 - 6/30/13
Gary Harkins	Businessman Brandon, Mississippi	7/1/12 - 6/30/13
Joel Horton	Banker Vicksburg, Mississippi	7/1/12 - 6/30/13
Harold Lewis	Businessman Philadelphia, Mississippi	7/1/12 - 6/30/13
William D. Sones	Bank President & CEO Brookhaven, Mississippi	7/1/12 - 6/30/13
Mark Wiggins	Business Owner Oxford, Mississippi	1/22/13 – 6/30/13

The operations of the Bank are administered by William T. Barry, Executive Director. Mr. Barry is a 1972 graduate of the University of Mississippi with a degree in Business.

### **Prior Bonds of Bank**

The purpose of the Bank is to foster and promote, in accordance with the Bank Act, the borrowing of funds for public purposes by local governmental units. Under the Program, the Bank has previously issued bonds totaling in principal approximately \$6,214,772,402.00. Of such amount, approximately \$3,110,756,362.77 was outstanding as of May 1, 2013. For approximately \$892,800,000, in principal amount of bonds of the Bank outstanding, the State's Legislature may determine to appropriate funds to the extent of any deficiency in a reserve fund established for such outstanding Bank bonds.

The Bank is presently considering the issuance under the Bank Act of additional special obligation bonds for other purposes authorized under the Bank Act.

The faith, credit and taxing power of the State and the Bank are not pledged to the payment of the principal of, premium, if any, and interest on any of the bonds issued or planned for issuance by the Bank and all such bonds are not a debt liability loan of the credit or pledge of the faith and credit of the State or the Bank. The Bank has no taxing power.

### **Operation of the Bank**

The purpose of the Bank is to address the financing needs of a broad array of local governmental units (as defined in the Bank Act) in accordance with the provisions of the Bank Act. The Bank has determined to purchase the County Bond of the County from the proceeds received upon the issuance of the Series 2013 Bonds. Upon the execution by the County of the County Bond Purchase Agreement with the Bank prior to or as of the date of the approval of the sale of the Series 2013 Bonds to the successful bidder therefor, the County will be obligated to sell its County Bond to the Bank in accordance with the requirements of the Act and subject to the County Bond Purchase Agreement for the County Bond.

The Act provides that the County Bond purchased by the Bank, upon delivery to the Bank, must be accompanied by all documentation required by the Board of Directors of the

Bank, including an approving Opinion of Bond Counsel. The Bank will be prepared to cause the purchase price of the County Bond to be paid to the County promptly after the receipt of such proceeds by the Bank.

## **REVENUES, 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) Capitalized Interest Account
  - (c) Purchase Account
  - (d) Redemption Account
  - (e) Bond Issuance Expense Account
- 2 Debt Service Reserve Fund

### **Deposit of Net Proceeds of the Series 2013 Bonds, Revenues and Other Receipts**

The Trustee will deposit the net proceeds from the sale of the Series 2013 Bonds as follows:

- (a) To the Capitalized Interest Account of the General Fund, the amount of \$\_\_\_\_\_ to pay a portion of the interest on the Series 2013 Bonds during the construction period for the Construction Project,
- (b) To the Debt Service Reserve Fund, the sum of \$\_\_\_\_\_ to fund the Debt Service Reserve Requirement,
- (c) To the Bond Issuance Expense Account of the General Fund, the amount of \$\_\_\_\_\_ to pay a portion of the costs of issuance of the Series 2013 Bonds and the County Bond, and
- (d) To the Purchase Account of the General Fund, the sum of \$\_\_\_\_\_ to be used to purchase the County Bond.

The Trustee will deposit Revenues and other receipts (except the proceeds of the Series 2013 Bonds, interest earnings on any amounts in the Rebate Fund and moneys received by the Bank from the sale or redemption prior to maturity of the County Bond) into the General

Account of the General Fund based on the amount due under the County Bond Resolution for the County Bond, and will deposit any moneys received from the sale or redemption prior to maturity of County Bond in to the Redemption Account of the General Fund

## OPERATION OF FUNDS AND ACCOUNTS

### General Fund

General Account and Capitalized Interest On or before three (3) business days next preceding each Interest Payment Date, for the period from the date of closing through \_\_\_ 1, 20\_\_\_, the Trustee shall transfer from the Capitalized Interest Account for deposit in the General Account such amount less any other amount on deposit in the General Account for the payment of interest, as shall be necessary to pay the interest coming due on the Series 2013 Bonds on such Interest Payment Date to the extent there are available funds. The amounts on deposit in the Capitalized Interest Account, will be transferred by the Trustee to the General Account as follows: \$\_\_\_ for the \_\_\_ 1, 20\_\_\_ Interest Payment Date, \$\_\_\_ for the \_\_\_ 1, 20\_\_\_ Interest Payment Date, \$\_\_\_ for the \_\_\_ 1 20\_\_\_ Interest Payment Date, and \$\_\_\_ for the \_\_\_ 1 20\_\_\_ Interest Payment Date, for interest due on the Series 2013 Bonds. Any amounts remaining in the Capitalized Interest Account on \_\_\_ 2, 20\_\_\_, shall be transferred to the General Account for the next payment of interest coming due on the Series 2013 Bonds.

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 four (4) Business Days prior to any Interest Payment Date, to the Trustee such amounts as may be necessary to pay the principal and interest coming due on the Series 2013 Bonds on such Interest Payment Date.
- (b) As necessary and in accordance with the Indenture, such amounts as may be necessary to pay any Program Expenses of the Bank for the Series 2013 Bonds.
- (c) On or before 30 days after each anniversary of the issuance of the Series 2013 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 County Bond Payments in the succeeding twelve (12) months and shall transfer all monies in the General Account, which, together with such expected receipts for the succeeding 12 months are in excess of the amounts needed to pay principal and interest on the Series 2013 Bonds within the immediately succeeding twelve month period, to the County at the request of the County with the prior written approval of the Bank.

Bond Issuance Expense Account Upon receipt of invoices or requisitions acceptable to the Trustee, the Trustee will disburse the amounts held in the Bond Issuance Expense Account for the payment or reimbursement of the costs related to the authorization, sale, validation and

issuance of the Series 2013 Bonds and the purchase and validation of the County Bond, 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, financial advisory fees and expenses, costs of credit ratings, fees and charges for execution, transportation and safekeeping of the Series 2013 Bonds, credit enhancements or liquidity facility fees and other costs charges and fees in connection with the foregoing On the date which is thirty (30) days after the date of issuance of the Series 2013 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 for the purchase of the County Bond with said moneys to be applied to the issuance of the Series 2013 Bonds as more fully described under the heading "Deposit of Net Proceeds of the Series 2013 Bonds, Revenues and Other Receipts"

Redemption Account The Trustee will deposit in the Redemption Account all moneys received upon the sale or redemption prior to maturity of the County Bond and will disburse the funds in the Redemption Account to redeem Series 2013 Bonds of such maturity or maturities as directed by an Authorized Officer if such Series 2013 Bonds are then subject to redemption

#### **Debt Service Reserve Fund**

Except for transfers to the General Account of the General Fund described below, the Trustee will disburse available funds held in the Debt Service Reserve Fund solely for the payment of principal and interest coming due on the Series 2013 Bonds, and only in the event and to the extent that moneys in the General Account, after making all of the transfers required to be made thereto from the Redemption Account of the General Fund and from the Special Reserve Fund are not sufficient to make such payments See also the discussion of the Debt Service Reserve Fund under the caption "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2013 BONDS - Debt Service Reserve Fund "

Amounts in the Debt Service Reserve Fund in excess of the Debt Service Reserve Requirement will be transferred to the General Account of the General Fund, provided, however, such amount in excess of the Debt Service Reserve Requirement shall be paid to the County at the request of the County with the prior written approval of the Bank

The County may at any time, provide the Trustee with a Reserve Fund Credit Facility to be substituted for all or a portion of the amount of money and investments in the Debt Service Reserve Fund equal to the amount available for drawing under such Reserve Fund Credit Facility See the discussion of the Debt Service Reserve Fund under the caption "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2013 BONDS - Debt Service Reserve Fund," for further information regarding the Reserve Fund Credit Facility and the Debt Service Reserve Fund

#### **Amounts Remaining in Funds**

Any amounts remaining in any Fund or Account after full payment of all of the Series 2013 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 County, except as provided in Section 3 08 of the Indenture

### **Investment of Funds**

Any moneys held as part of any Fund or Account created under or pursuant to Article VI of the Indenture and 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 Bank (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 Article VI of 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 Series 2013 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 Series 2013 Bonds may not be commingled for the purpose of investment or deposit, and moneys in separate Funds The Trustee and the Bank agree that all investments, and all instructions of the Bank to the Trustee with respect thereto shall be made in accordance with prudent investment standards reasonably expected to produce the greatest investment yields while seeking to preserve principal without causing any of the Series 2013 Bonds to be arbitrage bonds as defined in Section 148 of the Code 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 Section 8 01 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 determined by the owner of the Investment Securities at said owner's option, 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

The Bank (i) has certified in the Indenture to the owners of the Series 2013 Bonds from time to time outstanding that moneys on deposit in any Fund or Account in connection with the Series 2013 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 Series 2013 Bonds to lose the exclusion from gross income for federal income tax purposes and (ii) has covenanted in the Indenture with the owners of the Series 2013 Bonds from time to time outstanding that, so long as any of the Series 2013 Bonds remain outstanding, moneys on deposit in any Fund or Account established in connection with the Series 2013 Bonds, whether or not such moneys were derived from the proceeds of the sale of the Series 2013 Bonds or from any other source will not be used in any manner which will cause the interest on the Series 2013 Bonds to become subject to federal income taxation

## **THE SERIES 2013 BONDS AS LEGAL INVESTMENTS**

The Series 2013 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 Series 2013 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 Series 2013 Bonds or prohibiting the Bank from purchasing the County Bond with the proceeds of such Series 2013 Bonds or in any way contesting or affecting the validity of the Series 2013 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 Series 2013 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 County described in APPENDIX A, threatened any litigation restraining or enjoining the sale, issuance, execution or delivery of the County Bond or prohibiting the County described in APPENDIX A from selling the County Bond to the Bank or in any way contesting or affecting the validity of the County Bond, any proceedings of the County 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 County Bond.

### **TAX MATTERS**

In the opinion of Butler, Snow, O'Mara, Stevens & Cannada, PLLC Bond Counsel, interest on the Series 2013 Bonds is interest on the Series 2010D Bonds is includable in gross income for federal tax purposes.

In the opinion of Butler, Snow, O'Mara, Stevens & Cannada, PLLC Ridgeland, Mississippi, Bond Counsel, interest on the Series 2013 Bonds is exempt from income taxation in the State of Mississippi under existing laws, regulations, rulings and judicial decisions. This opinion relates only to the exemption of interest on the Series 2013 Bonds for State income tax purposes.

## LEGAL MATTERS

Certain legal matters incident to the authorization and issuance of the Series 2013 Bonds by the Bank are subject to the approval of Butler, Snow, O'Mara, Stevens & Cannada, PLLC Ridgeland, Mississippi, Bond Counsel, whose approving opinion will be delivered concurrently with the delivery of Series 2013 Bonds. Bond Counsel has not been requested to review any information contained in this Official Statement or the Appendices hereto, other than the information pertaining to the Series 2013 Bonds under the captions "LITIGATION," "TAX MATTERS," "LEGAL MATTERS," "CONTINUING DISCLOSURE", and in "APPENDIX D" and expresses no opinion thereon and assumes no responsibility in connection therewith. Certain legal matters will be passed upon for the Bank by its counsel, Balch & Bingham LLP, Jackson, Mississippi and for the County by its counsel, \_\_\_\_\_, \_\_\_\_\_ Mississippi.

Butler, Snow, O'Mara, Stevens & Cannada, PLLC, Bond Counsel for the Bank, is also serving as bond counsel for the County in connection with the issuance and sale of the County Bond.

The remedies available to the Trustee, to the Bank or to the owners of the Series 2013 Bonds upon an Event of Default under the Indenture or under the terms of the County Bond 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 County Bond may not be readily available or may be limited. The various legal opinions to be delivered concurrently with the delivery of the Series 2013 Bonds will be qualified as to the enforceability of the various legal instruments by limitations imposed by bankruptcy, reorganization, insolvency or other similar laws affecting the rights of creditors generally (regardless of whether such enforceability is considered in a proceeding in equity or in law), by general principles of equity (regardless of whether such proceeding is considered in a proceeding in equity or at law) and by the valid exercise of the constitutional powers of the State and the United States of America.

## RATING

Standard & Poor's has assigned municipal bond ratings of “\_\_” to the Series 2013 Bonds. An explanation of the significance of any ratings may be obtained only from the rating agency furnishing the same. There is no assurance that the ratings on the Series 2013 Bonds will continue for any given period of time or that the ratings may not be suspended, lowered or withdrawn entirely by the rating agency issuing the same if, in its judgments circumstances so warrant. Any such downward change in or withdrawal of the ratings may have an adverse effect on the market price of the Series 2013 Bonds.

## CONTINUING DISCLOSURE

On November 10, 1994, the Securities and Exchange Commission (the "Commission") amended Rule 15c2-12 which was originally adopted by the Commission in 1989 under the Securities Exchange Act of 1934 and set forth certain disclosure requirements relating to a primary offering of municipal securities. The amendments to Rule 15c2-12, which are effective beginning July 3, 1995, add to the existing disclosure obligations relating to municipal securities by requiring that, prior to purchasing or selling municipal securities, brokers, dealers and



municipal securities dealers must reasonably determine that the issuer of such municipal securities, together with any other "obligated persons," within the meaning of Rule 15c2-12, have entered into an undertaking for the benefit of bondholders to make certain information available to bondholders on a continuing basis. The Bank and the County are "obligated persons" with respect to the Series 2013 Bonds within the meaning of Rule 15c2-12.

The County and the Bank will enter into a written undertaking with the Trustee for the benefit of Bondholders to deliver, or cause to be delivered, to (a) (i) the Municipal Securities Rulemaking Board (the "MSRB") through MSRB's Electronic Municipal Market Assess system at [www.emma.msrb.org](http://www.emma.msrb.org) ("EMMA") in the electronic format then prescribed by the Securities and Exchange Commission (the "SEC") (the "Required Electronic Format") pursuant to Rule 15c2-12, as amended from time to time (the "Rule") of the SEC, and (ii) in the future, any successor repository or repositories prescribed by the SEC for the purpose of serving as repository under the Rule (together (i) and (ii) are the "National Repository") and (b) any public or private repository or entity designated by the State as a State repository, if any, for the purposes of the Rule (the "State Repository" and together with the National Repository, the "Repositories"), the information described herein, together with any identifying information or other information then required to accompany the applicable filing (the "Accompanying Information"). This information will be made available free to securities brokers and others through EMMA. For the procedures for all filings and notices due to the MSRB, instructions will be provided on the following website for MSRB: <http://emma.msrb.org>

In the Bank's Undertaking, the Bank has agreed to deliver to the Repositories notices of certain events relating to the Series 2013 Bonds and the Bank. In the County's undertakings, the County has agreed to cause the delivery to the Repositories (i) annual financial information relating to the County and (ii) notices of certain events relating to the County undertakings.

For a summary of the County's and the Bank's undertakings, see "APPENDIX F - FORM OF CONTINUING DISCLOSURE AGREEMENT" attached hereto.

The Bank and the County are in compliance with all prior undertakings, as applicable, for all municipal securities issued by the Bank and the County, respectively.

#### **FINANCIAL ADVISOR**

The Bank has retained Government Consultants, Inc., Jackson, Mississippi, as Financial Advisor in connection with the sale and issuance of the Series 2013 Bonds. In such capacity the Financial Advisor has provided recommendations and other financial guidance to the Bank with respect to the preparation of documents, the preparation for the sale of the Series 2013 Bonds and of the time of the sale, tax-exempt bond market conditions and other factors related to the sale of said Series 2013 Bonds. Although the Financial Advisor performed an active role in the drafting of this Official Statement, it has not independently verified any of the information set forth herein.

#### **VALIDATION**

Prior to issuance the Series 2013 Bonds will be validated before the Chancery Court of the First Judicial District of Hinds County, Mississippi, as provided by Sections 31-13-1 to 31-13-11, Mississippi Code of 1972 as amended

Prior to issuance, the County Bond will be validated before the Chancery Court of Clay County, Mississippi as provided by Sections 31-13-1 to 31-13-11, 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 County Bond 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 County Bond and the supplemental materials furnished to the Bank by the County may be obtained upon written request to the Bank.

Neither any advertisement of the Series 2013 Bonds nor this Official Statement is to be construed as constituting an agreement with the purchasers of the Series 2013 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 Series 2013 Bonds.

#### MISSISSIPPI DEVELOPMENT BANK

By /s/ William T Barry

Executive Director

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**APPENDIX A**  
**INFORMATION ON THE COUNTY**

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**ECONOMIC AND DEMOGRAPHIC INFORMATION**

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**APPENDIX B**  
**FINANCIAL INFORMATION FOR THE COUNTY**



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**FINANCIAL STATEMENT FOR FISCAL YEAR  
ENDED SEPTEMBER 30, 2011**

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**ADOPTED BUDGET FOR FISCAL YEAR 2011-2012**

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**ADOPTED BUDGET FOR FISCAL YEAR 2012-2013**

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**APPENDIX C**

**FORM OF THE COUNTY BOND RESOLUTION AND THE COUNTY BOND**



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**FORM OF BOND COUNSEL OPINION**

Upon the delivery of the Series 2013 Bonds Butler Snow, O'Mara, Stevens & Cannada, PLLC, Bond Counsel, proposes deliver an opinion in substantially the following form

Mississippi Development Bank  
Jackson, Mississippi

RE \$\_\_\_\_\_,000 Mississippi Development Bank Taxable Special Obligation Bonds, Series 2013 (Clay County, Mississippi Taxable General Obligation Industrial Bond Project), dated the date of delivery (the "Series 2013 Bonds")

Ladies and Gentlemen

We have acted as bond counsel in connection with the issuance by the Mississippi Development Bank ("Bank") of the above defined Series 2013 Bonds, pursuant to an Indenture of Trust ("Indenture"), \_\_\_\_\_ 2013, between the Bank and \_\_\_\_\_, \_\_\_\_\_, as Trustee ("Trustee") We have examined the law and a certified transcript of proceedings of the Bank relative to the authorization issuance and sale of the Series 2013 Bonds and such other papers as we deem necessary to render this opinion

Capitalized terms not defined herein shall have the definitions set forth in the Indenture and the Loan Agreement

We have relied upon the certified transcript of proceedings and other certificates of public officials and have not undertaken to verify any facts by independent investigation

Based upon our examination, we are of the opinion, as of the date hereof, as follows

(a) The Series 2013 Bonds are the valid and binding limited obligations obligations of the Bank enforceable in accordance with the terms thereof The Series 2013 Bonds are payable from and secured only by the certain payments and funds to be received by the Bank and the Trustee and pledged to the Series 2013 Bonds under the Indenture

(b) The Indenture is a valid and binding agreement of the Bank enforceable in accordance with its terms The Indenture creates the valid pledge which it purports to create on the Funds and Accounts and the County Bond, including the investments thereof, subject to the application thereof to the purposes and on the conditions permitted by the Indenture

(c) The Act does not bind or obligate the State of Mississippi to appropriate and pay to the Bank in any future year the amount duly certified to the State Legislature as necessary to restore the Debt Service Reserve Fund to the Debt Service Reserve Requirement, the language of the Act being permissive only, but there is no constitutional bar to future State Legislatures making such appropriations for such purposes if they elect to do so

(d) Under State statutes, decisions, regulations and rulings existing on this date interest on the Series 2013 Bonds is exempt from income taxation in the State of Mississippi This opinion relates only to the tax exemption of interest on the Series 2013 Bonds from State income tax.

(e) Under federal statutes, decisions regulations and rulings exiting on this date interest on the Series 2013 Bonds is includable in the gross income for purposes of federal income taxation

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It is to be understood that the rights of the owners of the Series 2013 Bonds and the enforceability of the Series 2013 Bonds the Indenture, the County Bond and the County Bond Resolution may be subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights heretofore or hereafter enacted and that their enforcement may be subject to the exercise of judicial discretion in accordance with general principles of equity

In rendering the foregoing opinions, we have assumed the accuracy and truthfulness of all public records and of all certificates, resolutions, documents and other proceedings examined by us that have been executed or certified by public officials acting within the scope of their official capacities and have not verified the accuracy or truthfulness thereof. We also have assumed the genuineness of the signatures appearing upon such public records, certifications, resolutions, documents and proceedings. In rendering this opinion we have relied upon the opinion of Balch & Bingham LLP, acting as counsel for the Bank, dated the date hereof, as to the due authorization and execution by and enforceability against the Bank as to the Series 2013 Bonds and the Indenture

Very truly yours,

BUTLER, SNOW, O'MARA, STEVENS & CANNADA, PLLC

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**APPENDIX E**  
**DEFINITIONS**

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**"Accounts" (INSERT DEFINITIONS FROM INDENTURE)**

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**APPENDIX F**  
**FORM OF CONTINUING DISCLOSURE AGREEMENT**

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**CONTINUING DISCLOSURE AGREEMENT  
BY AND AMONG THE MISSISSIPPI DEVELOPMENT BANK,  
CLAY COUNTY, MISSISSIPPI  
AND \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, AS TRUSTEE**

**DATED AS OF \_\_\_\_\_, 2013**

In Connection with the Sale and Issuance of \$\_\_\_\_\_,000 Mississippi Development Bank Taxable Special Obligation Bonds, Series 2013 (Clay County, Mississippi Taxable General Obligation Industrial Bond Project), dated the date of delivery (the "Series 2013 Bonds")

**WHEREAS**, the Mississippi Development Bank (the "Bank") has heretofore authorized the issuance of the Series 2013 Bonds which are more particularly described in the Official Statement of the Bank in connection with the Series 2013 Bonds, dated \_\_\_\_\_, 2013 (the "Official Statement") and

**WHEREAS**, the Bank has heretofore acknowledged that a purchaser may not purchase or sell the Series 2013 Bonds unless it has reasonably determined that the Bank has undertaken in a written agreement for the benefit of the holders or beneficial owners of the Series 2013 Bonds to provide certain continuing disclosure information as required by Securities and Exchange Commission (the "SEC") Rule 15c2-12(b)(5) (the "Rule"), and the Bank desires to assist the purchaser of the Series 2013 Bonds in complying with the Rule, and

**WHEREAS**, in order to assist the Underwriter (as hereinafter defined) in complying with the Rule the Bank and the Clay County, Mississippi (the "County"), have agreed to enter into this Continuing Disclosure Agreement (the "Agreement") with \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ (the "Trustee"), for the benefit of the holders from time to time of the Series 2013 Bonds to provide certain information as required by the Rule (as hereinafter defined)

Capitalized terms not defined herein will be as defined in the Indenture of Trust, dated \_\_\_\_\_, 2013, by and between the Bank and the Trustee (the "Indenture") under which the Series 2013 Bonds were issued

**NOW, THEREFORE, THE BANK AND THE COUNTY HEREBY REPRESENT, COVENANT AND AGREE AS FOLLOWS**

**SECTION 1 Definitions** In addition to the terms defined above, the following capitalized terms shall have the meanings ascribed thereto below Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Indenture

**"Accompanying Information"** means any identifying information or other information then required to accompany the applicable filing pursuant to the Rule

**"County Annual Financial Information"** shall mean the information summarized herein below under the heading "Annual Financial Information - County Undertaking "

**"EMMA"** means MSRB s Electronic Municipal Market Access system on the MSRB Website

**"Independent Accountant"** shall mean any firm of certified public accountants appointed by the County which is independent pursuant to the Statement on Auditing Standards No. 1 of the American Institute of Certified Public Accountants or the State Auditor

**"Listed Events"** shall mean any of the events listed in Section 5 of this Agreement

**"MSRB"** shall mean the Municipal Securities Rulemaking Board established under the 1933 Securities Act as amended, or any successor thereto

**"MSRB Website"** shall mean <http://www.emma.msrb.org>

**"National Repository"** means (a) MSRB's EMMA, and (b) in the future, any successor repository or repositories prescribed by the SEC for the purpose of serving as repository under the Rule

**"Underwriter"** shall mean \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_

**"Repository"** shall mean each National Repository and each State Repository

**"Required Electronic Format"** means the electronic format then prescribed by the SEC or the MSRB pursuant to the Rule

**"Rule"** shall mean Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time

**"State"** shall mean the State of Mississippi

**"State Repository"** shall mean any public or private repository or entity designated by the State as a State repository for the purposes of the Rule. As of the date of this Agreement, there is no State Repository

**SECTION 2. General** Nothing in this Agreement shall prevent the Bank, or the County from disseminating any information in addition to that required by this Agreement. If the Bank or the County disseminates any such additional information, neither the Bank nor the County, respectively, shall have any obligation to update such information or include it in any further materials disseminated. All expenses and any other costs incurred by the Bank, the County, or the Trustee in complying with this Agreement shall be paid by the County

**SECTION 3 Bank Undertaking** The Bank hereby agrees for the benefit of the holders of the Series 2013 Bonds to provide together with any Accompanying Information to each Repository, in a timely manner notice of any Listed Event

**SECTION 4 County Undertaking** The County hereby agrees for the benefit of holders of the Series 2013 Bonds to deliver, or cause to be delivered together with any Accompanying Information

(a) to each Repository no later than 360 days after the end of each fiscal year of the County

(i) the County's Annual Financial Information relating to such fiscal year together with audited financial statements for such fiscal year if audited financial statements are then available, provided, however, that if audited financial statements are not then available the County shall deliver or cause to be delivered such audited financial statements, if any, to each Repository when they become available, or

(ii) notice of the failure of the County to provide the County Annual Financial Information, and

(b) (i) to each Repository, in a timely manner, notice of any Listed Event, and

(ii) to each Repository in writing, in a timely manner notice of events which, in the opinion of an authorized officer of the County had or will have, a material effect on the financial condition or operations of the County

**SECTION 5 Listed Events.** (a) In addition to the provisions of Sections 3 and 4 above, the Bank and the County shall give or cause to be given notice to each Repository of the occurrence of any of the following Listed Events with respect to the Series 2013 Bonds, in a timely manner, not in excess of ten (10) business days after the occurrence thereof

(i) Principal and interest payment delinquencies,

(ii) Unscheduled draws on debt service reserves reflecting financial difficulties,

(iii) Unscheduled draws on the credit enhancements reflecting financial difficulties,

(iv) Substitution of credit or liquidity providers or their failure to perform,

(v) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security or other material events affecting the tax status of the security,

(vi) Defeasances,

(vii) Rating changes,

(viii) Tender offers and

(ix) Bankruptcy, insolvency, receivership or similar event of the Bank or the County, Consummation of a merger, consolidation, or acquisition involving the Bank or the County or the sale of all or substantially all of the assets of the Bank or the County, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms

(b) The Bank and the County agree to provide or cause to be provided in a timely manner not in excess of ten (10) business days after the occurrence of any of the following Listed Events to each Repository, notice of the occurrence of any of the following Listed Events with respect to the Series 2013 Bonds if material, together with any Accompanying Information

(i) Non-payment related defaults,

(ii) Modification to rights of security holders

(iii) Bond calls or redemptions.

(iv) Release, substitution or sale of property securing repayment of the securities,

(v) The consummation of a merger, consolidation, acquisition involving an obligated person, other than in the ordinary course of business, or the sale of all or substantially all the assets of an obligated person, other than in the ordinary course of business, or the entry into a definitive agreement to engage in such a transaction, or a termination of such an agreement, other than in accordance with its terms, and

(vi) The appointment of a successor or additional trustee or the change of name of a trustee

All fifteen (15) Listed Events mandated by the Rule may not apply to the Series 2013 Bonds

#### **SECTION 6 Annual Financial Information**

**General.** The contents, presentation and format of the County Annual Financial Information may be modified from time to time as determined in the judgment of the County to conform to changes in the Rule to disclosure principles or practices and legal requirements followed by or applicable to the County provided that such modifications shall comply with the requirements of the Rule

**County Undertaking** County Annual Financial Information is defined to include

(a) a brief narrative discussion of the results of operations and financial condition of the County for such fiscal year; and

(b) updated financial and operating information relating to the County set forth in the tables and text in the following section of the Official Statement. "APPENDIX A - INFORMATION ON THE COUNTY "

**SECTION 7 Financial Statements** The annual financial statements for the Bank and the County for each fiscal year shall be prepared in accordance with generally accepted accounting principles in effect from time to time. Such financial statements shall be audited by an Independent Accountant

**SECTION 8 Remedies** This Agreement is enforceable in accordance with its terms by any Bondholder either directly or as a third party beneficiary. Any Bondholder shall have the rights, for the equal benefit and protection of all Bondholders, by mandamus or other suit or proceeding at law or in equity, to enforce its rights against the Bank and the County and any of the officers, agents and employees of the Bank and the County, and to compel the Bank and the County or any such officers, agents or employees to perform and carry out their duties under their respective undertakings, provided that such rights shall be limited to an action to compel specific enforcement of the obligations of the Bank and the County hereunder and shall not include any rights to monetary damages

The Trustee shall not be obligated or liable to any holder of the Series 2013 Bonds or other party with respect to any aspect of the implementation, operation or enforcement of any undertaking set forth herein. If the Trustee is made a party to any litigation or legal action involving any undertaking, the County shall pay the legal fees and related costs and expenses of the Trustee in connection with such litigation or legal action

**SECTION 9 Amendments** This Agreement may be amended, changed or modified pursuant to a written instrument signed by the Bank, the County, and the Trustee, without the consent of any of the Bondholders, (a) to comply with the provisions of the Rule (b) to cure any ambiguity, remedy any omission, or cure or correct any defect or inconsistent provision in the undertakings of the Bank and the County or (c) if the Bank or the County make a determination that any such amendment will not have a

material adverse effect on the interest of the Bondholders, provided, that any such amendment, change or modification comply with the provisions of the Rule

**SECTION 10 Parties in Interest, Governing Law** This Agreement is executed and delivered for the sole benefit of the holders of the Series 2013 Bonds, the Bank, the County and the Underwriter of the Bonds and shall be governed by the laws of the State

**SECTION 11. Termination** The undertaking of the Bank and the County hereunder shall terminate on the earlier of (a) \_\_\_\_\_, 2013 in the event that the Series 2013 Bonds have not been issued by such date (b) such date that the Rule, or the provisions thereof are no longer effective, or (c) the date upon which there are no outstanding Series 2013 Bonds

**SECTION 12 Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument

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IN WITNESS WHEREOF, the Bank, the County and the Trustee each have caused this Continuing Disclosure Agreement to be executed by its respective officers, duly authorized, all as of the date first above written

**MISSISSIPPI DEVELOPMENT BANK**

**ATTEST**

By \_\_\_\_\_  
Executive Director

By \_\_\_\_\_  
Secretary

(SEAL)

**CLAY COUNTY, MISSISSIPPI**

**ATTEST:**

By \_\_\_\_\_  
President, Board of Supervisors

By \_\_\_\_\_  
Chancery Clerk

**ACCEPTED BY**

\_\_\_\_\_,  
\_\_\_\_\_, \_\_\_\_\_, as Trustee

By \_\_\_\_\_  
Title. \_\_\_\_\_



NO \_\_\_\_\_

**IN THE MATTER OF AMENDING THE JAIL AND CORONER'S BUDGET AND  
AUTHORIZING PAYMENT TO PRECISION COMMUNICATIONS, INC**

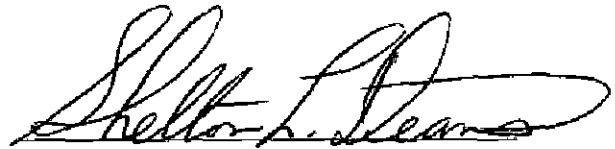
---

There came on this day for consideration the matter of amending the Jail and Coroner's Budget and authorizing payment to Precision Communications, INC

It appears to this Board as attached hereto as Exhibit A is quote to purchase two additional digital radios which were inadvertently left out of the County's order at the first of the year with Precision Communications when due to the Federal Radio Commission changing the radio frequency requirements and mandating that all radios operate on a digital radio frequency, and that the cost to purchase the two digital radios is \$2,486 00

After motion by Luke Lummus and second by R B Davis this Board doth vote unanimously to purchase the two digital radios as attached hereto as Exhibit A in the amount of \$2,486 00

SO ORDERED this the 3<sup>rd</sup> day of July, 2013



President

# PRECISION COMMUNICATIONS, INC

PRECISION COMMUNICATIONS INC  
 P O BOX 1685  
 TUPELO MS 38802

(800)737-7357  
 precisionrf@yahoo.com

## Estimate

Date	Estimate #
07/02/2013	10297
	Exp Date

Address
CLAY COUNTY COURT HOUSE ATTN TREVA HODGE P O BOX 815 WEST POINT MS 39773 662 494 3124 PHONE 662 492 4059 FAX

Item Description	Quantity	Rate	Amount
FOR CORONER AND DEPUTY CORONER HYTERA MD782G-VI DMR MOBILE GPS VHF 136 174 MHZ 1024 CHANNEL 45 WATT WITH DUAL MODES (ANALOG+DIGITAL) MESSAGING MULTIPLE EMERGENCY ALARM METHODS SCAN AND LCD DISPLAY MD782 IS COMPLIANT WITH MIL STD-810 C/D/E/F AND IP54 STANDARDS ENSURING OUTSTANDING PERFORMANCE 3 YEAR WARRANTY ON MOBILE AND 1 YEAR ON ALL ACCESSORIES EPL #3657 PRICE \$639 20 PROGRAMMING FEE	2	589 00	1 178 00
	2	25 00	50 00
<b>Total</b>			<b>\$1 228 00</b>

PRICES GOOD FOR 90 DAYS FROM ABOVE DATE

PROPOSAL BY BRAD MOORE

Accepted By \_\_\_\_\_

Accepted Date \_\_\_\_\_

TOTAL  
 \$ 2,486.00

Estimate 10297

712

# PRECISION COMMUNICATIONS, INC

PRECISION COMMUNICATIONS INC  
 P O BOX 1685  
 TUPELO MS 38802

(800)737-7357  
 precisionrf@yahoo.com

## Estimate

Date	Estimate #
07/02/2013	10298
	Exp Date

Address
CLAY COUNTY COURT HOUSE ATTN TREVA HODGE P O BOX 815 WEST POINT MS 39773 662-494 3124 PHONE 662 492-4059

Item Description	Quantity	Rate	Amount
FOR JAIL ADMINISTRATOR HYTERA MD782G V1 DMR MOBILE GPS VHF 136 174 MHZ 1024 CHANNEL 45 WATT WITH DUAL MODES (ANALOG+DIGITAL) MESSAGING MULTIPLE EMERGENCY ALARM METHODS SCAN AND LCD DISPLAY MD782 IS COMPLIANT WITH MIL STD 810 C/D/E/F AND IP54 STANDARDS ENSURING OUTSTANDING PERFORMANCE 3 YEAR WARRANTY ON MOBILE AND 1 YEAR ON ALL ACCESSORIES EPL #3657 PRICE \$639 20	1	589 00	589 00
HYTERA PD782G V1 DMR PORTABLE GPS VHF 136-174 MHZ 1024 CHANNEL CAPACITY 5 WATT WITH DISPLAY DUAL MODES (ANALOG+DIGITAL) VIBRATE MESSAGING ENHANCED ENCRYPTION CAPABILITY AND THE SCRAMBLER FEATURE AND SCAN PD782G V1 IS COMPLIANT WITH MIL STD 810 C/D/E/F AND IP57 STANDARDS FOR IMMERSION IN WATER UP TO 1 METER ENSURING OUTSTANDING PERFORMANCE EVEN IN EXTREME ENVIRONMENTS 3 YEAR WARRANTY ON PORTABLE AND 1 YEAR WARRANTY ON ALL ACCESSORIES EPL #3657 PRICE \$719 20	1	619 00	619 00
PROGRAMMING FEE	2	25 00	50 00
<b>Total</b>			<b>\$1 258 00</b>

PRICES GOOD FOR 90 DAYS FROM ABOVE DATE

PROPOSAL BY BRAD MOORE

Accepted By

Accepted Date

Estimate 10298

**713**

**IN THE MATTER OF AN INTER FUND LOAN TO CERTAIN FUNDS  
IN CLAY COUNTY, MISSISSIPPI**

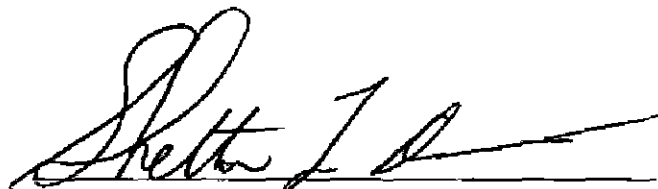
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There came on this day for consideration the matter of an inter fund loan in the amount of \$ 1,479 25 from fund #114, Volunteer Fire Fund to fund #116, Volunteer Fire Insurance Rebate Monies Fund

It appears to this Board that fund #116, Volunteer Fire Insurance Rebate Monies Fund had one claim presented for payment for the month of June 2013. Additionally, in order for the said claim to be paid, funds must be transferred from fund #114, Volunteer Fire Fund to fund #116, Volunteer Fire Insurance Rebate Monies Fund in anticipation of receiving the VF Insurance Rebate Monies from the State of Mississippi.

Therefore, after motion by Lynn Horton and seconded by R B Davis, this Board doth vote unanimously to loan \$1,479 25 from fund #114, Volunteer Fire Fund to fund #116, Volunteer Fire Insurance Rebate Monies Fund.

SO ORDERED, this the 3rd day of July, 2013



**President**

**IN THE MATTER OF AN INTERFUND LOAN**

---

There came on this day for consideration the matter of an inter fund loan for \$ 9 30 to fund #216, Courthouse New Roof Notes 2010 Fund from fund #013, Utilization Fund.

It appears to this Board that an inter fund loan should be made to fund #216, Courthouse New Roof Notes 2010 Fund in the amount of \$ 9 30 in order for the said fund to not be overdrawn for the month of June 2013

After motion by Luke Lummus and second Lynn Horton this Board doth vote unanimously to loan \$ 9 30 to fund #216, Courthouse New Roof Notes 2010 Fund from fund #013, Utilization Fund

SO ORDERED, this the 3rd day of July, 2013



**President**

**IN THE MATTER OF TRANSFERRING INTEREST EARNED  
FROM THE PAYROLL CLEARING CHECKING ACCOUNT  
AND THE INSURANCE CLEARING CHECKING ACCOUNT**


---

There came on this day for consideration the matter of transferring interest earned from the payroll clearing checking account and the insurance clearing checking account

It appears to this Board that interest has been earned in the payroll clearing checking account in the amount of \$ 1 13 and in the insurance clearing checking account in the amount of \$ 1 29 and should be transferred to the General County Fund

This Board after motion by Luke Lummus and seconded by R B Davis doth vote unanimously to transfer said amounts in the above referenced checking accounts to the General County Fund

SO ORDERED, this the 3rd day of July, 2013

  
President

NO \_\_\_\_\_

**IN THE MATTER OF APPROVING OF THE TAX ASSESSOR/COLLECTOR TO  
PUBLISH IN THE DAILY TIMES LEADER THE DELINQUENT PERSONAL  
PROPERTY TAXES**

---

There came on this day for consideration the matter of approving of the Tax Assessor/Collector to publish in the Daily Times Leader the delinquent personal property taxes

It appears to this Board as attached hereto as Exhibit A is the listing of delinquent property taxes that exist and the Tax Assessor/Collector has personally made contact with each business on the said report several times and the delinquent personal property taxes listed on the said Exhibit are still outstanding

After motion by R. B Davis and second by Luke Lummus this Board doth vote unanimously to authorize the Tax Assessor/Collector to publish in the Daily Times Leader the outstanding list of personal property taxes as attached hereto as Exhibit A

SO ORDERED this the 3<sup>rd</sup> day of July, 2013



President

ALPHABETICAL ORDER

CLAY COUNTY TAX COLLECTOR  
DELINQUENT TAX LISTING  
FOR TAXES DUE 2/01/2013 PRINTED AS OF 7/01/2013

DATE 7/01/2013 TIME 8 05 15

PAGE 1  
PROG TXDLQP

PERSONAL PROPERTY

RECEIPT #	TAX PAYER NAME	PARCEL #	TRUE VAL	ASD VAL	DIST	MIL RATE	TAX DUE	PRT FEE	INT DUE	TOT DUE
2012	2 A CUT ABOVE P O BOX 1092 WEST POINT MS 397730000	121111000	3659	549	1110	04918	27 00		1 62	29 62
2012	24 ALLEN PORTABLE BUILDINGS 3802 BARTON FERRY RD WEST POINT MS 39773	001013000	47567	7136	1110	04918	350 95		21 06	372 01
2012	33 ASSURANT FINANCIAL GROUP 621 W BROAD WEST POINT MS 39773	002012003	2500	375	3110	04852	18 20		1 09	19 29
2012	74 BRONZE BIKINI 10527 OLD HWY 50 EAST WEST POINT MS 39773	000505000	14982	2248	5110	04824	108 44		6 51	114 95
2012	88 CARTER FUNERAL HOME P O BOX 171 WEST POINT MS 397730000	010100800	24651	3698	1110	04918	181 87		10 91	192 78
2012	92 CATHY S RESTAURANT P O BOX 1447 WEST POINT MS 397730000	301000113	34087	5113	3110	04852	248 08		14 88	262 96
2012	139 CNV HAIR & NAIL SALON 112 EAST STREET WEST POINT MS 397730000	301007000	3491	524	3110	04852	25 42		1 53	26 95
2012	187 DUNCAN CAR CARE 17936 HWY 46 PHEBA MS 39755	000119000	7388	1109	5000	10409	115 44		6 93	122 37
2012	188 DUNCAN COUNTRY CORNER 17936 HWY 46 PHEBA MS 39755	002127300	32527	4879	3000	10437	509 23		30 55	539 78
2012	208 EXPRESS HOTEL PARTNERS LLC 1190 HWY 45 ALT S WEST POINT MS 397730000	501098000	140712	21107	5110	04824	1018 20		61 09	1079 29
2012	233 FLOWERS UNLIMITED P O BOX 871 WEST POINT MS 397730000	031101400	1048	158	3110	04852	7 67		46	8 13
2012	258 GOLDEN SHEARS 501 WASHINGTON ST WEST POINT MS 39773	001214000	1911	287	3110	04852	13 93		84	14 77
2012	259 GOLDEN TRIANGLE REALTY LLC P O BOX 319 WEST POINT MS 397730000	030106100	2909	436	3110	04852	21 15		1 27	22 42
2012	293 HOULK SELF SERVICE 223 HWY 45 S WEST POINT MS 397730000	030102600	37919	5688	3110	04852	275 98		16 56	292 54

2011 25573 Total #52480

718



ALPHABETICAL ORDER

CLAY COUNTY TAX COLLECTOR  
DELINQUENT TAX LISTING  
FOR TAXES DUE 2/01/2013 PRINTED AS OF 7/01/2013

DATE 7/01/2013 TIME 8 05:15  
PAGE 2  
PROG TXDLQP

PERSONAL PROPERTY

RECEIPT #	TAX PAYER NAME	PARCEL #	TRUE VAL	AGD VAL	DIST	MIL RATE	TAX DUE	PRT FEE	INT DUE	TOT DUE
2012	324 JONES BENNIE L JR P O BOX 357 WEST POINT MS 397730000	030108001	35552	5333	3110	04852	258 76		15 53	274 29
2012	353 LONGLEAF CAMO 1505 AIRPORT ROAD FLOWOOD MS 39232	701000004	252674	37901	4110	04919	1864 35		111 86	1976 21
2012	354 LOUISIANA UNWIRED LLC P O BOX 260888 PLANO TX 75026	000300000	58213	8732	1110	04918	429 44		25 77	455 21
2012	367 MARC'S PLACE 802 HWY 50 WEST WEST POINT MS 39773	001029002	3308	496	5110	04824	23 93		1 44	25 37
2012	382 MIDTOWN MARKET 110 HWY 45 SOUTH WEST POINT MS 39773	003110290	50785	7618	3110	04852	369 63		22 18	391 81
2012	409 NEWMAN OIL P O BOX 86 COLUMBUS MS 39703	007138201	31677	4751	2010	04920	233 75		14 03	247 78
2012	410 NEWMAN OIL P O BOX 86 COLUMBUS MS 39703	007138311	11540	1731	3110	04852	83 99		5 04	89 03
2012	411 NEWMAN OIL P O BOX 86 COLUMBUS MS 39703	007430211	17949	2692	2110	04835	130 16		7 81	137 97
2012	412 NEWMAN OIL P O BOX 86 COLUMBUS MS 39703	007538411	9871	1431	4110	04919	72 85		4 37	77 22
2012	413 NEWMAN OIL P O BOX 86 COLUMBUS MS 39703	007743411	30795	4620	4110	04919	227 26		13 64	240 90
2012	418 NORTHERN LEASING SYSTEMS INC 2121 SW BROADWAY #200 PORTLAND OR 97201	007541311	6502	975	2110	04835	47 14		2 83	49 97
2012	422 NU LOOK FASHIONS 211 E MAIN ST WEST POINT MS 397730000	401000112	67900	10185	4110	04919	501 00		30 06	531 06
2012	461 PRIDE OIL COMPANY P O BOX 2344 COLUMBUS MS 39701	007660411	15101	2255	4110	04919	111 42		6 69	118 11
2012	466 QUICK CASH OF WEST POINT 11 ASHLEY AVE IUKA MS 38852	005010505	3742	561	5110	04824	27 06		1 62	28 68

Total  
\$544 48

2011 26408

719

2011 50588 Total \$1,043 05

ALPHABETICAL ORDER

CLAY COUNTY TAX COLLECTOR  
DELINQUENT TAX  
FOR TAXES DUE 2/01/2013

LISTING  
PRINTED AS OF 7/01/2013

DATE 7/01/2013 TIME 8 05 15

PAGE 3  
PROG TXDLQP

PERSONAL PROPERTY

RECEIPT #	TAX PAYER NAME	PARCEL #	TRUE VAL	ASD VAL	DIST	MIL RATE	TAX DUE	PRT FEE	INT DUE	TOT DUE
2012	494 SAFARI MART 660 HWY 45 NORTH WEST POINT MS 397730000	040102300	39239	5886	4110	04919	289 53		17 37	306 90
2012	498 SCOTTS PENNY PINCHER 3213 JOHN HANCOCK COLUMBUS MS 39705	540000201	16536	2480	2110	04835	119 91		7 19	127 10
2012	500 SHEFFIELD & SHEFFIELD SALES 849 HWY 45 N WEST POINT MS 39773	080005110	6948	1042	4110	04919	51 26		3 08	54 34
2012	501 SHELTER INSURANCE 1125 EAST MAIN ST WEST POINT MS 39773	301000151	17079	2562	1110	04918	126 00		7 56	133 56
2012	505 SIZEMORE S GARAGE 3578 HWY 50 WEST WEST POINT MS 397730000	321000125	32051	4808	3110	04852	233 28		14 00	247 28
2012	510 SOCO CHEVROLET TRUCK STOP P O BOX 111 COLUMBUS MS 397010000	012100101	186554	27983	1110	04918	1376 20		82 57	1458 77
2012	532 STYLES BY TASHA 910C HWY 45 S WEST POINT MS 39773	002012002	2102	315	5110	04824	15 20		91	16 11
2012	535 SUNDIAL 113 COMMERCE WEST POINT MS 39773	002012000	5992	899	3110	04852	43 62		2 62	46 24
2012	557 TONY'S 201 W MAIN ST WEST POINT MS 39773	200901200	15882	2383	5110	04824	114 96		6 90	121 86
2012	558 TOTAL LOOK 106 W MAIN ST WEST POINT MS 39773	201106311	35516	5327	3110	04852	258 47		15 51	273 98
2012	620 YOURS MINE & OURS DAYCARE 731 W MAIN STREET WEST POINT MS 39773	000146000	6362	954	4110	04919	46 93		2 82	49 75
* GRAND TOTALS **			1315221	197287			9977 66		598 70	10576 36

2011 30081 > Total # 61382

2008-2011 87890 > Total # 1,13229  
Pd

720

NO. \_\_\_\_\_

**IN THE MATTER OF SHREDDING SURRENDERED CAR TAGS**

---

There came on this day for consideration the matter of shredding surrendered car tags

It appears to this Board the Clay County Tax Assessor/Collector, Paige Lamkin, has presented a list of tags to be surrendered and disposed of as certified by her office

Upon motion by Floyd McKee and second by R. B Davis this Board doth vote unanimously to approve the shredding of the surrendered tags as attached hereto as Exhibit "A" and the Clay County Tax Assessor/Collector is authorized to proceed with the shredding of the said tags

SO ORDERED, on this the 3rd day of July, 2013



President



Clay County Tax Assessor/Collector

Paige Lamkin

P O Box 795

West Point, MS 39773

Phone (662) 494-3432 or (662) 494-2724

Fax (662) 494-7452

I, Paige Lamkin, Tax Assessor/Collector of Clay County, do hereby certify that the vehicle tags as listed on the attached were surrendered to our office. These tags listed will be destroyed and the original list has been presented to the Clay County Chancery Clerk.

The tags listed here were surrendered to our office between the period of March 2013 and June 17, 2013.

Paige Lamkin

Paige Lamkin, Tax Assessor/Collector

7-1-13

Date

TAGS SURRENDERED FOR CREDIT OR NO LONGER BEING USED ON VEHICLE ISSUED FOR  
 AFTER LIST IS PRESENTED TO THE BOARD OF SUPERVISORS, THESE TAGS MAY BE DESTROYED

4-13	CYC 661	4-1	WLD 5P50WD	4-18	CY3 978	5-30	CYC 846
	CYC 590		CYS 759		CYE 203		CYD 707
	CY6 412		PPD 285		DB/L2483	5-31	VA/MSBEV
	AC 486/106		BIO/2AS556		PHR/w 7807P		DB/L2445
3-5	CYE 627	VR/Jenart 7			CYB 115		DB/L46841
	CYT 191		CYB 424	4-22	NC 0012 <sup>N</sup> 03		CYT 877
	CYS 031		CYB 425		MC 83832		UM/02A17
3-6	CYD 743		FIO IAF79C		RB3 434		NC/30383
	CYT 238		CHM 268		CYD 834		CY6 388
3-8	FIO/IAW573	4-2	CYE 093		DB I9078		CY6 792
	CY2 650		CYB 938		DB C2762	6-3	MJE 840
	CY1 379	4-3	DB/L2481		DB C2765	6-4	CY6 249
	LGR 867		CYD 677	4-26	MSU m3295		CYA 131
3-11	CYB 351	4-4	CYB 538	4-30	VA/Richana		CYA 661
	CY2 370	4-5	CY6 040		CY7 439		CYH 018
3-12	CYU 003		CYA 412	5-2	AQ/A13865	6-5	CY3 365
	CYA 794		CYT 621	5-3	CY2 901		KTV 432
3-13	CYA 703	4-8	CYI 986	5-6	DB L2343	6-6	CYE 707
3-14	CY2 393		DB C2744		CY6 119		CY6 888
3-15	CYT 644		CYU 386		DB C2798		DB 78915
	CYm 134		CYS 625		VR/Rom2828		PAZ 952
	CYC 213		CYU 531		MSU 0712m	6-7	KUK 121
	CYC 210		CY7 209		FIO/2AB 498		WLY/L01w1
	CYB 426		CYD 346		DB/L2622	6-10	DB/IS943
3-20	CY4 171		CYA 799	5-7	CYH 438		CYE 1310
3-21	DB I9183	4-10	KUE 784	5-10	CYB 310		CYE 828
3-22	CYE 373	4-11	CYC 778	5-13	CYE 819	6-11	CYA 762
	CYT 146		WLY 2J15 WY	5-14	LVI 124		DB/78923
	CY5 049	4-12	DB L2459		CYB 386	6-12	DB/L2655
3-25	CYE 154		CYB 494		BIO IAN 133	6-13	CY2 040
	CYN 103		RBN 645		DB/C2805	6-14	CYD 866
3-26	CYR 006	4-15	CYM 247	5-16	CYT 948	6-17	CYU 287
	CYT 584		CYT 157	5-28	SS/357855		CYI 003
3-27	CYP 247		KTG 919	5-29	VR/Jalyn		CYE 482CF
	CYL 964	4-16	DB L2598		CY6 754		CYA 536
	CYQ 910	4-17	CYB 153		CYE 978		CY7 129
	CYB 132		CYL 549		CYC 651		CYA 449
3-28	MC 9894		CYB 209		BB/965		CYU 197
	CY6 12		CL/5358CL				

NO \_\_\_\_\_

**IN THE MATTER OF APPROVING TO UPDATE THE FIRE SERVICES MUTUAL  
AID AGREEMENT WITH THE CITY OF WEST POINT AND AUTHORIZING THE  
BOARD ATTORNEY TO DRAFT AN UPDATED MUTUAL AID AGREEMENT**

---

There came on this day for consideration the matter of approving to update the Fire Services Mutual Aid Agreement with the City of West Point and authorizing the Board Attorney to draft an updated Mutual Aid Agreement

It appears to this Board the Volunteer Fire Coordinator, Robert Parker, is requesting this Board to update the existing fire services mutual aid agreement which has existed with the City of West Point since 1998, and,

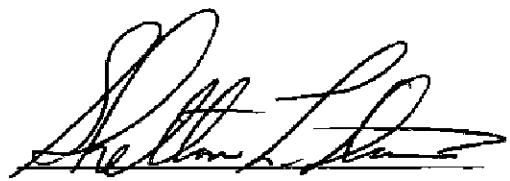
It appears to this Board the said mutual aid agreement allows for the City of West Point Fire Department to assist the County volunteer fire departments in providing fire services to houses in the counties outside of the City limits, and,

It appears to this Board it would be prudent of this Board to have the Board Attorney to draft an updated mutual aid agreement to be executed between the existing current existing Boards and with volunteer fire departments in adjoining counties for fire protection in situations in which fires occur on or close to the county line

After motion by R B Davis and second by Lynn Horton this Board doth vote unanimously to approve to update the fire services mutual aid agreement with the City of West Point and to include in the said agreement or to draft an additional mutual aid agreement with adjoining counties to provide fire protection services in situations in which fires occur on or close to the county line

SO ORDERED this the 3<sup>rd</sup> day of July, 2013

724



President

---

NO \_\_\_\_\_

**IN THE MATTER OF AUTHORIZING TO APPLY FOR THE HAVA ACCESS GRANT  
THRU THE MS SECRETARY OF STATE'S OFFICE**

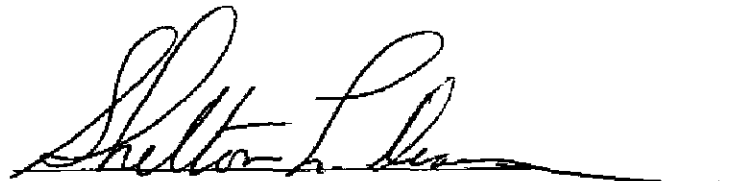
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There came on this day for consideration the matter of authorizing to apply for the HAVA Access Grant thru the MS Secretary of State's Office

It appears to his Board as attached hereto as Exhibit A is a grant application to participate in the HAVA ACCESS Grant program in the amount of \$1,550 00 to purchase permanent/temporary polling place improvements, as required by HAVA, and in compliance with the American Disabilities Act

After motion by Lynn Horton and second by Luke Lummus this Board doth vote unanimously to authorize the Election Commissioners to apply for the HAVA Access Grant thru the MS Secretary of State's office in the amount of \$ 1,550 00

SO ORDERED this the 3<sup>rd</sup> day of July, 2013



President



DELBERT HOSEMANN  
Secretary of State

CLAY County, Mississippi  
Department: Election  
Address: P.O. Box 815  
WEST POINT, MS 39773

County Vendor No \_\_\_\_\_  
Invoice Date 7/1/2013  
Invoice Number \_\_\_\_\_

Office of the Secretary of State  
Attn Accounting  
Post Office Box 136  
Jackson, Mississippi 39205-0136

Re Reimbursement of County Monies Expended in Purchase of Permanent/ Temporary Polling Place Improvements, as Required by HAVA, and in Compliance with the Americans with Disabilities Act

Total Amount Due County \$1550.00

In addition to the information provided below as to each polling place for which reimbursement is sought from the State of Mississippi, all supporting documentation, i.e., vendor's invoice, delivery receipt(s), evidence of county payment and the County's Form H Certification, is attached to this invoice

Polling Place Location	Description of Permanent/ Temporary Improvement Purchased	Total Amount per Polling Place
<u>Distict 7 North West Point</u>	<u>Election Sign &amp; Parking Lot Solution</u>	
<u>p.37</u>	<u>" " "</u>	
<u>p.37</u>	<u>" " "</u>	
<u>p.37</u>	<u>" " "</u>	
<u>p.39</u>	<u>" + item D</u>	
<u>p.163</u>	<u>Recant, Pillwork, office Supplies</u>	<u>\$268.00</u>
<u>Vinton</u>	<u>Election Sign &amp; Parking Lot Solution + Item D</u>	<u>\$40.00</u>
		<u>Total</u>



District 2	East West Point	Election Sign + Parking Lot	
	p.37	Solution	
	p.37	" " " "	
	p.39	" " + item D	
	p.103	Precinct, Pollworker, Office Supplies	\$268.00
	Union Star	Election Sign + Parking Lot	
	p.39	Solution + item D	\$40.00
	Tibbee	Election Sign + Parking Lot	
	p.39	Solution + item D	\$40.00
District 3	Central West Point	Election Sign + Parking Lot	
	p.37	Solution	
	p.37	" " " "	
	p.37	" " " "	
	p.39	" " + item D	
	p.103	Precinct, Pollworker, Office Supplies	\$268.00
	Siloam	Election Sign + Parking Lot	
	p.39	Solution + item D	\$40.00
	Carco	Election Sign + Parking Lot	
	p.39	Solution	
	p.39	Item D	\$40.00
District 4	West West Point	Election Sign + Parking Lot	
	p.37	Solution	
	p.37	" " " "	
	p.37	" " " "	
	p.39	" " + item D	
	p.103	Precinct, Pollworker, Office	\$268.00
	Caradine	Election Sign + Parking Lot	
	p.39	Solution + item D	\$40.00
		Total	\$1550.00

**Polling Place Grant Application Form,**  
**Temporary Improvements**

(Please submit a copy of this form for each polling place)

County Clay County MS  
 Person Completing Application Linda Ivy  
 Title/Position Commissioner / Secretary  
 Phone Number 662-494-3384  
 Fax Number 662-492-2057  
 Email Oneal283@yahoo.com  
 Name of Polling Place Siloam  
 Address of Polling Place 2504 Hwy 47

Total Estimated Funding for this polling place \$ 4000

What is the distance (driving distance in miles) to the closest ADA accessible building?  
5 mile

Please see attached instructions for completion of form You will need to refer to the "USDOJ ADA Checklist for Polling Places"

**Table A Total Estimated Funding for Temporary Improvements for Polling Place**

A	B	C
Survey Area	Checklist Questions	Amount Requested
Parking	A1-A9	\$ <u>4000</u>
Passenger Drop-Off	B1-B8	\$
Sidewalks and Walkways Mobility	C1-1--C1-6	\$
Sidewalks and Walkways Visual	C2-1--C2-3	\$
Building Entrance	D1-D6	\$
Hallways and Corridors Mobility	E1-1--E1-7	\$
Hallways and Corridors Visual	E2-1--E2-3	\$
Voting Area	F1-F4	\$
<b>TOTAL</b>		\$

**728**

Please provide details on how you plan to use the requested funding for each area of the survey  
List intended purchases, such as portable ramps and signs Use additional paper if necessary

**A. Parking**

Clearly designate parking area for handicap voters, and easy access to building.

**B Passenger Drop-Off**

**C Sidewalks and Walkways Mobility**

**D Sidewalks and Walkways Visual**

**E Building Entrance**

Enhance safety for handicap voters, and avoid slippery floors on rainy days.

**F Hallways and Corridors Mobility**

**G Hallways and Corridors Visual**

Please provide details on how you plan to use the requested funding for each area of the survey. List intended purchases, such as portable ramps and signs. Use additional paper if necessary.

**A Parking**

Clearly designate parking area for handicap voters, and easy access to building.

**B Passenger Drop-Off**

**C Sidewalks and Walkways Mobility**

**D Sidewalks and Walkways Visual**

**E Building Entrance**

Enhance safety for handicap voters, and avoid slippery floors on rainy days.

**F Hallways and Corridors Mobility**

**G Hallways and Corridors Visual**

**Polling Place Grant Application Form,**  
**Temporary Improvements**

(Please submit a copy of this form for each polling place)

County Clay County  
 Person Completing Application Linda IVY  
 Title/Position Secretary / Commissioner  
 Phone Number 662-494-3384  
 Fax Number 662-499-2057  
 Email Oneal283@yahoo.com  
 Name of Polling Place Vinton Voting Precinct  
 Address of Polling Place 440 Barton Ferry Road  
West Point MS 39773  
 Total Estimated Funding for this polling place \$ 40<sup>00</sup>

What is the distance (driving distance in miles) to the closest ADA accessible building?  
300 ft

Please see attached instructions for completion of form You will need to refer to the "USDOJ ADA Checklist for Polling Places"

**Table A Total Estimated Funding for Temporary Improvements for Polling Place**

A	B	C
Survey Area	Checklist Questions	Amount Requested
Parking	A1-A9	\$
Passenger Drop-Off	B1-B8	\$
Sidewalks and Walkways Mobility	C1-1--C1-6	\$
Sidewalks and Walkways Visual	C2-1--C2-3	\$
Building Entrance	D1-D6	\$ <u>40<sup>00</sup></u>
Hallways and Corridors Mobility	E1-1--E1-7	\$
Hallways and Corridors Visual	E2-1--E2-3	\$
Voting Area	F1-F4	\$
<b>TOTAL</b>		\$ <u>40<sup>00</sup></u>

**731**

Please provide details on how you plan to use the requested funding for each area of the survey  
List intended purchases, such as portable ramps and signs Use additional paper if necessary

**A. Parking**

Clearly designate parking area for handicap voters, and easy access to building.

**B Passenger Drop-Off**

**C Sidewalks and Walkways Mobility**

**D Sidewalks and Walkways Visual**

**E Building Entrance**

Enhance safety for handicap voters, and avoid slippery floors on rainy days

**F Hallways and Corridors Mobility**

**G Hallways and Corridors Visual**

**Polling Place Grant Application Form,**  
**Temporary Improvements**

*(Please submit a copy of this form for each polling place)*

County Clay County MS  
 Person Completing Application Linda Ivy  
 Title/Position Secretary / Commissioner  
 Phone Number 662-494-3384  
 Fax Number 662-495-2057  
 Email oread283@yahoo.com  
 Name of Polling Place Caro Voting Precinct  
 Address of Polling Place 10851 Hwy 46  
Cedar Bluff MS 39741

Total Estimated Funding for this polling place \$ \_\_\_\_\_

What is the distance (driving distance in miles) to the closest ADA accessible building?

6 miles

Please see attached instructions for completion of form. You will need to refer to the "USDOJ ADA Checklist for Polling Places"

**Table A Total Estimated Funding for Temporary Improvements for Polling Place**

A	B	C
Survey Area	Checklist Questions	Amount Requested
Parking	A1-A9	\$ <u>4000</u>
Passenger Drop-Off	B1-B8	\$
Sidewalks and Walkways Mobility	C1-1--C1-6	\$
Sidewalks and Walkways Visual	C2-1--C2-3	\$
Building Entrance	D1-D6	\$
Hallways and Corridors Mobility	E1-1--E1-7	\$
Hallways and Corridors Visual	E2-1--E2-3	\$
Voting Area	F1-F4	\$
<b>TOTAL</b>		<b>\$ <u>4000</u></b>

**Polling Place Grant Application Form,  
Temporary Improvements**

(Please submit a copy of this form for each polling place)

County Clay County MS  
 Person Completing Application Linda Ivy  
 Title/Position: Election Commissioner / Secretary  
 Phone Number 662 494 3384  
 Fax Number 662 492 2057  
 Email Oneal283@yahoo.com  
 Name of Polling Place Central West Point  
 Address of Polling Place 330 W. Broad St  
West Point MS 39773  
 Total Estimated Funding for this polling place \$ 268

What is the distance (driving distance in miles) to the closest ADA accessible building?  
 \_\_\_\_\_

Please see attached instructions for completion of form You will need to refer to the "USDOJ ADA Checklist for Polling Places "

**Table A Total Estimated Funding for Temporary Improvements for Polling Place**

A	B	C
Survey Area	Checklist Questions	Amount Requested
Parking	A1-A9	\$ <u>190<sup>00</sup></u>
Passenger Drop-Off	B1-B8	\$
Sidewalks and Walkways Mobility	C1-1--C1-6	\$
Sidewalks and Walkways Visual	C2-1--C2-3	\$
Building Entrance	D1-D6	\$ <u>78<sup>00</sup></u>
Hallways and Corridors Mobility	E1-1--E1-7	\$
Hallways and Corridors Visual	E2-1--E2-3	\$
Voting Area	F1-F4	\$
<b>TOTAL</b>		\$ <u>268<sup>00</sup></u>

734



Please provide details on how you plan to use the requested funding for each area of the survey  
List intended purchases, such as portable ramps and signs Use additional paper if necessary

**A. Parking**

Clearly designate parking area for handicap voters, and easy access to building.

**B Passenger Drop-Off**

**C Sidewalks and Walkways Mobility**

**D Sidewalks and Walkways Visual**

**E Building Entrance**

Enhance safety for handicap voters, and avoid slippery floors on rainy days.

**F Hallways and Corridors Mobility**

**G Hallways and Corridors Visual**

**Polling Place Grant Application Form,**  
**Temporary Improvements**

(Please submit a copy of this form for each polling place)

County Clay County MS  
 Person Completing Application Linda clay  
 Title/Position Election Commissioner/Secretary  
 Phone Number 662 494 3384  
 Fax Number 662 492 2057  
 Email Oneal283@yahoo.com  
 Name of Polling Place Tibbee - Fire Station  
 Address of Polling Place 2895 E Tibbee Rd  
West Point MS 39773

Total Estimated Funding for this polling place \$ \_\_\_\_\_

What is the distance (driving distance in miles) to the closest ADA accessible building?

1.5 miles

Please see attached instructions for completion of form You will need to refer to the "USDOJ ADA Checklist for Polling Places"

**Table A Total Estimated Funding for Temporary Improvements for Polling Place**

A	B	C
Survey Area	Checklist Questions	Amount Requested
Parking	A1-A9	\$ <u>4000</u>
Passenger Drop-Off	B1-B8	\$
Sidewalks and Walkways Mobility	C1-1--C1-6	\$
Sidewalks and Walkways Visual	C2-1--C2-3	\$
Building Entrance	D1-D6	\$
Hallways and Corridors Mobility	E1-1--E1-7	\$
Hallways and Corridors Visual	E2-1--E2-3	\$
Voting Area	F1-F4	\$
<b>TOTAL</b>		\$ <u>4000</u>

Please provide details on how you plan to use the requested funding for each area of the survey  
List intended purchases, such as portable ramps and signs Use additional paper if necessary

**A Parking**

Clearly designate parking area for handicap voters, and easy access to building.

**B Passenger Drop-Off**

**C Sidewalks and Walkways Mobility**

**D Sidewalks and Walkways Visual**

**E Building Entrance**

Enhance safety for handicap voters, and avoid slippery floors on rainy days.

**F Hallways and Corridors Mobility**

**G Hallways and Corridors Visual**

**Polling Place Grant Application Form,**  
**Temporary Improvements**

(Please submit a copy of this form for each polling place)

County Clay County MS  
 Person Completing Application Jinda Clug  
 Title/Position Election Commissioner/Sec  
 Phone Number 662 494 3384  
 Fax Number 662 495 2057  
 Email oneal283@yahoo.com  
 Name of Polling Place Union Star Precinct  
 Address of Polling Place 6423 Waverly Rd  
West Point MS 39773  
 Total Estimated Funding for this polling place \$ 4000

What is the distance (driving distance in miles) to the closest ADA accessible building?  
2 miles

Please see attached instructions for completion of form You will need to refer to the "USDOJ ADA Checklist for Polling Places "

**Table A Total Estimated Funding for Temporary Improvements for Polling Place**

A	B	C
Survey Area	Checklist Questions	Amount Requested
Parking	A1-A9	\$
Passenger Drop-Off	B1-B8	\$
Sidewalks and Walkways Mobility	C1-1--C1-6	\$
Sidewalks and Walkways Visual	C2-1--C2-3	\$
Building Entrance	D1-D6	\$ <u>4000</u>
Hallways and Corridors Mobility	E1-1--E1-7	\$
Hallways and Corridors Visual	E2-1--E2-3	\$
Voting Area	F1-F4	\$
<b>TOTAL</b>		\$ <u>4000</u>

Please provide details on how you plan to use the requested funding for each area of the survey  
List intended purchases, such as portable ramps and signs Use additional paper if necessary

**A Parking**

Clearly designate parking area for handicap voters, and easy access to building.

**B Passenger Drop-Off**

**C Sidewalks and Walkways Mobility**

**D Sidewalks and Walkways Visual**

**E Building Entrance**

Enhance safety for handicap voters, and avoid slippery floors on rainy days

**F Hallways and Corridors Mobility**

**G Hallways and Corridors Visual**

**Polling Place Grant Application Form,**  
**Temporary Improvements**

*(Please submit a copy of this form for each polling place)*

County Clay County MS  
 Person Completing Application Linda clay  
 Title/Position Election Commissioner / Sec  
 Phone Number 662 494 3384  
 Fax Number 662 495 2057  
 Email Dneal283@yahoo.com  
 Name of Polling Place East West Point  
 Address of Polling Place 515 West brook  
West Point MS 39773  
 Total Estimated Funding for this polling place \$ 208<sup>00</sup>

What is the distance (driving distance in miles) to the closest ADA accessible building?  
500ft

Please see attached instructions for completion of form You will need to refer to the "USDOJ ADA Checklist for Polling Places "

**Table A Total Estimated Funding for Temporary Improvements for Polling Place**

A	B	C
Survey Area	Checklist Questions	Amount Requested
Parking	A1-A9	\$ <u>190<sup>00</sup></u>
Passenger Drop-Off	B1-B8	\$
Sidewalks and Walkways Mobility	C1-1--C1-6	\$
Sidewalks and Walkways Visual	C2-1--C2-3	\$
Building Entrance	D1-D6	\$ <u>78<sup>00</sup></u>
Hallways and Corridors Mobility	E1-1--E1-7	\$
Hallways and Corridors Visual	E2-1--E2-3	\$
Voting Area	F1-F4	\$
<b>TOTAL</b>		\$ <u>208<sup>00</sup></u>

Please provide details on how you plan to use the requested funding for each area of the survey  
List intended purchases, such as portable ramps and signs Use additional paper if necessary

**A Parking**

Clearly designate parking area for handicap voters, and easy access to building.

**B Passenger Drop-Off**

**C Sidewalks and Walkways Mobility**

**D Sidewalks and Walkways Visual**

**E Building Entrance**

Enhance safety for handicap voters, and avoid slippery floors on rainy days.

**F Hallways and Corridors Mobility**

**G Hallways and Corridors Visual**

**Polling Place Grant Application Form,**  
**Temporary Improvements**

(Please submit a copy of this form for each polling place)

County Clay County MS  
 Person Completing Application Jinda elroy  
 Title/Position Election Commissioner / Sec  
 Phone Number 662 494 3284  
 Fax Number 662 495 8057  
 Email oneal283@victoria.com  
 Name of Polling Place West West Point  
 Address of Polling Place 227 Court St.  
West Point MS 39713  
 Total Estimated Funding for this polling place \$ 268<sup>00</sup>

What is the distance (driving distance in miles) to the closest ADA accessible building?  
800ft

Please see attached instructions for completion of form You will need to refer to the "USDOJ ADA Checklist for Polling Places"

**Table A Total Estimated Funding for Temporary Improvements for Polling Place**

A	B	C
Survey Area	Checklist Questions	Amount Requested
Parking	A1-A9	\$ <u>140<sup>00</sup></u>
Passenger Drop-Off	B1-B8	\$
Sidewalks and Walkways Mobility	C1-1--C1-6	\$
Sidewalks and Walkways Visual	C2-1--C2-3	\$
Building Entrance	D1-D6	\$ <u>78<sup>00</sup></u>
Hallways and Corridors Mobility	E1-1--E1-7	\$
Hallways and Corridors Visual	E2-1--E2-3	\$
Voting Area	F1-F4	\$
<b>TOTAL</b>		\$ <u>268<sup>00</sup></u>



Please provide details on how you plan to use the requested funding for each area of the survey  
List intended purchases, such as portable ramps and signs Use additional paper if necessary

**A Parking**

Clearly designate parking area for handicap voters, and easy access to building.

**B Passenger Drop-Off**

**C Sidewalks and Walkways Mobility**

**D Sidewalks and Walkways Visual**

**E Building Entrance**

Enhance safety for handicap voters, and avoid slippery floors on rainy days.

**F Hallways and Corridors Mobility**

**G Hallways and Corridors Visual**

**Polling Place Grant Application Form,  
Temporary Improvements**

(Please submit a copy of this form for each polling place)

County Clay County MS  
 Person Completing Application Sinda elvy  
 Title/Position Commissioner/Sec  
 Phone Number 662 494 3384  
 Fax Number 662 495 2057  
 Email Oneal283@yahoo.com  
 Name of Polling Place Caradine  
 Address of Polling Place 14252 Una Brand Rd  
Prairie MS 39756  
 Total Estimated Funding for this polling place \$ 4000

What is the distance (driving distance in miles) to the closest ADA accessible building?  
3.57 miles

Please see attached instructions for completion of form You will need to refer to the "USDOJ ADA Checklist for Polling Places "

**Table A Total Estimated Funding for Temporary Improvements for Polling Place**

A	B	C
Survey Area	Checklist Questions	Amount Requested
Parking	A1-A9	\$ <u>4000</u>
Passenger Drop-Off	B1-B8	\$
Sidewalks and Walkways Mobility	C1-1--C1-6	\$
Sidewalks and Walkways Visual	C2-1--C2-3	\$
Building Entrance	D1-D6	\$
Hallways and Corridors Mobility	E1-1--E1-7	\$
Hallways and Corridors Visual	E2-1--E2-3	\$
Voting Area	F1-F4	\$
<b>TOTAL</b>		\$ <u>4000</u>

Please provide details on how you plan to use the requested funding for each area of the survey  
List intended purchases, such as portable ramps and signs. Use additional paper if necessary

**A. Parking**

Clearly designate parking area for handicap voters, and easy access to building.

**B Passenger Drop-Off**

**C Sidewalks and Walkways Mobility**

**D Sidewalks and Walkways Visual**

**E Building Entrance**

Enhance safety for handicap voters, and avoid slippery floors on rainy days.

**F Hallways and Corridors Mobility**

**G Hallways and Corridors Visual**

**Polling Place Grant Application Form,**  
**Temporary Improvements**

(Please submit a copy of this form for each polling place)

County Clay County MS  
 Person Completing Application Linda elvey  
 Title/Position Commissioner / Sec  
 Phone Number 662 494 3884  
 Fax Number 662 495 2057  
 Email Oreal883@yahoo.com  
 Name of Polling Place South West Point  
 Address of Polling Place 505 W chunhill  
West Point MS  
 Total Estimated Funding for this polling place \$ 11800

What is the distance (driving distance in miles) to the closest ADA accessible building?  
1 mile

Please see attached instructions for completion of form You will need to refer to the "USDOJ ADA Checklist for Polling Places"

**Table A Total Estimated Funding for Temporary Improvements for Polling Place**

A	B	C
Survey Area	Checklist Questions	Amount Requested
Parking	A1-A9	\$ <u>4000</u>
Passenger Drop-Off	B1-B8	\$
Sidewalks and Walkways Mobility	C1-1--C1-6	\$
Sidewalks and Walkways Visual	C2-1--C2-3	\$
Building Entrance	D1-D6	\$ <u>7800</u>
Hallways and Corridors Mobility	E1-1--E1-7	\$
Hallways and Corridors Visual	E2-1--E2-3	\$
Voting Area	F1-F4	\$
<b>TOTAL</b>		\$ <u>11800</u>

Please provide details on how you plan to use the requested funding for each area of the survey  
List intended purchases, such as portable ramps and signs Use additional paper if necessary

**A. Parking**

Clearly designate parking area for handicap voters, and easy access to building.

**B Passenger Drop-Off**

**C Sidewalks and Walkways Mobility**

**D Sidewalks and Walkways Visual**

**E Building Entrance**

Enhance safety for handicap voters, and avoid slippery floors on rainy days.

**F Hallways and Corridors Mobility**

**G Hallways and Corridors Visual**

**Polling Place Grant Application Form,**  
**Temporary Improvements**

(Please submit a copy of this form for each polling place)

County Clay County MS  
 Person Completing Application Jimda elyf  
 Title/Position Election Commissioner/Sec  
 Phone Number 662 494 3384  
 Fax Number 662 495 2057  
 Email oreal283@yahoo.com  
 Name of Polling Place Cedar Bluff Voting Precinct  
 Address of Polling Place 197 Henryville Rd  
Cedar Bluff MS 39741  
 Total Estimated Funding for this polling place \$ 4000

What is the distance (driving distance in miles) to the closest ADA accessible building?  
9 miles

Please see attached instructions for completion of form You will need to refer to the "USDOJ ADA Checklist for Polling Places"

**Table A Total Estimated Funding for Temporary Improvements for Polling Place**

A	B	C
Survey Area	Checklist Questions	Amount Requested
Parking	A1-A9	\$ <u>4000</u>
Passenger Drop-Off	B1-B8	\$
Sidewalks and Walkways Mobility	C1-1--C1-6	\$
Sidewalks and Walkways Visual	C2-1--C2-3	\$
Building Entrance	D1-D6	\$
Hallways and Corridors Mobility	E1-1--E1-7	\$
Hallways and Corridors Visual	E2-1--E2-3	\$
Voting Area	F1-F4	\$
<b>TOTAL</b>		\$ <u>4000</u>

Please provide details on how you plan to use the requested funding for each area of the survey  
List intended purchases, such as portable ramps and signs Use additional paper if necessary

**A Parking**

Clearly designate parking area for handicap voters, and easy access to building.

**B Passenger Drop-Off**

**C Sidewalks and Walkways Mobility**

**D Sidewalks and Walkways Visual**

**E Building Entrance**

Enhance safety for handicap voters, and avoid slippery floors on rainy days

**F Hallways and Corridors Mobility**

**G Hallways and Corridors Visual**

**Polling Place Grant Application Form,**  
**Temporary Improvements**

(Please submit a copy of this form for each polling place)

County Clay County MS  
 Person Completing Application Jinda Levy  
 Title/Position Commissioner / Sec  
 Phone Number 662 494 3384  
 Fax Number 662 495 2057  
 Email oneal283@yahoo.com  
 Name of Polling Place Prebau Voting Precinct  
 Address of Polling Place 21572 Hwy 50 W  
Prebau, MS 39155  
 Total Estimated Funding for this polling place \$ 4000

What is the distance (driving distance in miles) to the closest ADA accessible building?  
300ft

Please see attached instructions for completion of form You will need to refer to the "USDOJ ADA Checklist for Polling Places "

**Table A Total Estimated Funding for Temporary Improvements for Polling Place**

A	B	C
Survey Area	Checklist Questions	Amount Requested
Parking	A1-A9	\$ <u>4000</u>
Passenger Drop-Off	B1-B8	\$
Sidewalks and Walkways Mobility	C1-1--C1-6	\$
Sidewalks and Walkways Visual	C2-1--C2-3	\$
Building Entrance	D1-D6	\$
Hallways and Corridors Mobility	E1-1--E1-7	\$
Hallways and Corridors Visual	E2-1--E2-3	\$
Voting Area	F1-F4	\$
<b>TOTAL</b>		\$ <u>4000</u>



Please provide details on how you plan to use the requested funding for each area of the survey  
List intended purchases, such as portable ramps and signs Use additional paper if necessary

**A. Parking**

Clearly designate parking area for handicap voters, and easy access to building.

**B Passenger Drop-Off**

**C Sidewalks and Walkways Mobility**

**D Sidewalks and Walkways Visual**

**E Building Entrance**

Enhance safety for handicap voters, and avoid slippery floors on rainy days.

**F Hallways and Corridors Mobility**

**G Hallways and Corridors Visual**

**Polling Place Grant Application Form,**  
**Temporary Improvements**

(Please submit a copy of this form for each polling place)

County Clay County MS  
 Person Completing Application Linda Ivy  
 Title/Position Election Commissioner / Secretary  
 Phone Number 662-494-3384  
 Fax Number 662-492-2057  
 Email oneal283@yahoo.com  
 Name of Polling Place North West Point  
 Address of Polling Place 1032 Wood Street  
West Point MS 39773  
 Total Estimated Funding for this polling place \$ 268<sup>00</sup>

What is the distance (driving distance in miles) to the closest ADA accessible building?  
1.5

Please see attached instructions for completion of form. You will need to refer to the "USDOJ ADA Checklist for Polling Places"

**Table A Total Estimated Funding for Temporary Improvements for Polling Place**

A	B	C
Survey Area	Checklist Questions	Amount Requested
Parking	A1-A9	\$ <u>190<sup>00</sup></u>
Passenger Drop-Off	B1-B8	\$
Sidewalks and Walkways Mobility	C1-1--C1-6	\$
Sidewalks and Walkways Visual	C2-1--C2-3	\$
Building Entrance	D1-D6	\$ <u>75<sup>00</sup></u>
Hallways and Corridors Mobility	E1-1--E1-7	\$
Hallways and Corridors Visual	E2-1--E2-3	\$
Voting Area	F1-F4	\$
<b>TOTAL</b>		\$ <u>268<sup>00</sup></u>

Please provide details on how you plan to use the requested funding for each area of the survey  
List intended purchases, such as portable ramps and signs Use additional paper if necessary

**A Parking**

Clearly designate parking area for handicap voters, and easy access to building.

**B Passenger Drop-Off**

**C Sidewalks and Walkways Mobility**

**D Sidewalks and Walkways Visual**

**E Building Entrance**

Enhance safety for handicap voters, and avoid slippery floors on rainy days.

**F Hallways and Corridors Mobility**

**G Hallways and Corridors Visual**

Please provide details on how you plan to use the requested funding for each area of the survey  
List intended purchases, such as portable ramps and signs Use additional paper if necessary

**A. Parking**

Clearly designate parking area for handicap voters, and easy access to building.

**B. Passenger Drop-Off**

**C. Sidewalks and Walkways Mobility**

**D. Sidewalks and Walkways Visual**

**E. Building Entrance**

Enhance safety for handicap voters, and avoid slippery floors on rainy days

**F. Hallways and Corridors Mobility**

**G. Hallways and Corridors Visual**

**Polling Place Grant Application Form,**  
**Temporary Improvements**

(Please submit a copy of this form for each polling place)

County Clay County, MS  
 Person Completing Application Linda Cluff  
 Title/Position Election Commissioner / Sec  
 Phone Number 662 494 3384  
 Fax Number 662 495 2057  
 Email oreal283@yahoo.com  
 Name of Polling Place Pine Bluff Voting Precinct  
 Address of Polling Place 10498 Colony Rd  
Mantee, MS 39751  
 Total Estimated Funding for this polling place \$ 4000

What is the distance (driving distance in miles) to the closest ADA accessible building?  
11.91 miles

Please see attached instructions for completion of form You will need to refer to the "USDOJ ADA Checklist for Polling Places "

**Table A Total Estimated Funding for Temporary Improvements for Polling Place**

A	B	C
Survey Area	Checklist Questions	Amount Requested
Parking	A1-A9	\$ <u>4000</u>
Passenger Drop-Off	B1-B8	\$
Sidewalks and Walkways Mobility	C1-1--C1-6	\$
Sidewalks and Walkways Visual	C2-1--C2-3	\$
Building Entrance	D1-D6	\$
Hallways and Corridors Mobility	E1-1--E1-7	\$
Hallways and Corridors Visual	E2-1--E2-3	\$
Voting Area	F1-F4	\$
<b>TOTAL</b>		\$ <u>4000</u>

Please provide details on how you plan to use the requested funding for each area of the survey  
List intended purchases, such as portable ramps and signs Use additional paper if necessary

**A Parking**

Clearly designate parking area for handicap voters, and easy access to building.

**B Passenger Drop-Off**

**C Sidewalks and Walkways Mobility**

**D Sidewalks and Walkways Visual**

**E Building Entrance**

Enhance safety for handicap voters, and avoid slippery floors on rainy days.

**F Hallways and Corridors Mobility**

**G Hallways and Corridors Visual**

**H. Voting Area**

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**757**

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**Summary Grant Application Form,  
Temporary Improvements**

Form  
B

*(This form should include summary information from all  
Polling Place Grant Application Forms)*

County Clay County, MS  
 Person Completing Application Linda Ivy  
 Title/Position Election Commissioner / Secretary  
 Phone Number 662-494-3384  
 Fax Number 662-495-2057  
 Email Address oneal283@yahoo.com  
 Total Number of Polling Places in County 74

Total Number of Polling Places you are requesting funding for (you must submit a Polling Place Application form for each location for which you are requesting funding) 14

After combining the totals from all Polling Place Grant Application Forms (summary of all precincts) please fill out the following

Total Estimated Cost for Temporary Improvements (Table C) \$ 1550<sup>00</sup>

Please refer to the attached instructions for the completion of Tables C. You will need to refer to the "USDOJ ADA Checklist for Polling Places."

**Temporary Improvements Summary (all precincts combined)**

**Table C Total Estimated Funding for all Temporary Improvements for County  
(Summary Estimate from All Polling Place Grant Application Forms)**

A	B	C
Survey Area	Checklist Questions	Amount Requested
Parking	A1-A9	\$ <u>1,160<sup>00</sup></u>
Passenger Drop-Off	B1-B8	\$
Sidewalks and Walkways Mobility	C1-1--C1-6	\$
Sidewalks and Walkways Visual	C2-1--C2-3	\$
Building Entrance	D1-D6	\$ <u>390<sup>00</sup></u>
Hallways and Corridors Mobility	E1-1--E1-7	\$
Hallways and Corridors Visual	E2-1--E2-3	\$
Voting Area	F1-F4	\$
<b>TOTAL</b>		\$ <u>1,550.00</u>



## Certification of Administrative Requirements

Form  
C

As a recipient of a grant from the Mississippi Secretary of State's Office to implement the requirements of the ACCESS program, funds for which are to be expended in accordance with the requirements of Title II, Subtitle D, Section 261 of Help America Vote Act (42 USC 15461), CLAY County certifies the County followed the procurement procedures applicable to State and Local laws and regulations and conformed to applicable Federal law. The County also certifies the following administrative requirements have been adopted:

### Procurement Standards

- The County has a written system of contract administration and maintains a system of contract administration which ensures contractors perform in accordance with the terms, conditions and specifications of their contracts or purchase orders
- The County has a written code of employee conduct that contain the following as a minimum
  - Must be ethical and non-preferential,
  - Gifts, entertainment, conduct of officials rules,
  - Must meet statutory requirement (non-disclosure agreements)
  - Adopt and follow a written procedure for strict source selection procedures
  - Grantee officials with potential conflict must be disqualified from participation,
  - Grantee must follow federal "disqualification" procedures, and,
  - There are federal violations and criminal penalties in place that require recession of contract rules to be followed
- The county has a written procedure for procurement reviews and a system of "Life Cycle" and "Lease vs Purchase" in place
- The County must utilize interagency agreements
- The County must have written process in place for utilization of excess property
- The County must have written process of utilization of the Value Engineering requirements
- The County must have a formal system to determine responsibility of firms
- The County must have a system for maintaining and must maintain all written records of full procurement
- The County must use only labor hour type contracts (time and materials) in certain circumstance
  - After determination that no other contract is suitable, and
  - If the contract includes a ceiling price that the contractor exceeds at its own risk
- The County must have a formal system of administrative practice and sound business judgment
  - System in place to settle all procurement issues of claims, disputes and problems
  - Formal written source selection procedure
  - Formal written contract dispute process
  - Formal written claims procedure
  - Written procedures that are fair and meet federal standards to resolve protests

### Competition

- The County must ensure a competitive procurement environment
  - Written policy that ensures a full and open process
  - Eliminates local preferences

- Liquidated damages
- Termination for default and termination for convenience
- Executive Order 11246 – Equal Opportunity
- Anti Kickback Act
- Davis Bacon Act
- Work Hours and Safety Standards Act
- Reporting
- Patent Rights
- Copyrights and Rights in Data
- Access to Records
- Clean Air Clean Water
- Energy Efficiency

Clay County recognizes and agrees to adhere to the following federal guidelines and policies

- Award a fair share of contracts to small and minority business firms women's enterprises and labor surplus areas
- Implement the Resourced Conservation and Recovery Act of 1976 (42 U S C 6962) which gives preference to purchase of specific products containing recycled materials

Clay County has complied with requirements for the grant project as identified in OMB Circulars A-87 (cost principles), A-102 (administrative requirements) and A-133 (audit requirements) *OMB Circulars are available for review at www omb gov*

Dated the 3rd day of ~~July~~ July, 2013, on behalf of Clay County,

[Signature]  
Signature

Lynn Horton  
Print name

[Signature]  
Signature

Luke Lummus  
Print name

[Signature]  
Signature

R. B DAVIS  
Print name

[Signature]  
Signature

Shelton L. Deanos  
Print name

[Signature]  
Signature

FLOYD MICKER  
Print name

**Certification Regarding Debarment, Suspension and  
Other Responsibility Matters**

**Form  
D**

As a recipient of a grant from the Mississippi Secretary of State's Office to implement the requirements of the ACCESS program, funds for which are to be expended in accordance with the requirements of Title II, Subtitle D, Section 261 of Help America Vote Act (42 USC 15461), Clay County certifies to the best of its knowledge and belief, that it and its principals

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any Federal department or agency,
- (2) Have not within a three-year period preceding this award been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes of commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property,
- (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, state or local) with commission of any of the offenses enumerated in paragraph (2) of this certification, and,
- (4) Have not within a three-year period preceding this award had one or more public transactions (Federal State or local) terminated for cause or default

Dated the 3<sup>rd</sup> day of July, 2013, on behalf of Clay County  
County

[Signature]  
Signature

Lynn Horton  
Print name

[Signature]  
Signature

Luke Lommes  
Print name

[Signature]  
Signature

R B. DAVIS  
Print name

[Signature]  
Signature

Shelton L Deanes  
Print name

[Signature]  
Signature

FLOYD MCKEE  
Print name

**761**

Please provide details on how you plan to use the requested funding for each area of the survey. List intended purchases, such as permanent portable ramps and signs. Use additional paper if necessary.

**A Parking**

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**B Passenger Drop-Off**

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**C Sidewalks and Walkways Mobility**

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**D Sidewalks and Walkways Visual**

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**E Building Entrance**

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**F Hallways and Corridors Mobility**

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**G Hallways and Corridors Visual**

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**H Voting Area**

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**Certification Regarding Drug Free Workplace Requirements**

**Form  
E**

As a recipient of a grant from the Mississippi Secretary of State's Office to implement the requirements of the ACCESS program, funds for which are to be expended in accordance with the requirements of Title II, Subtitle D, Section 261 of Help America Vote Act (42 USC 15461),

CLAY

County certifies that it will provide a drug-free workplace by

- (1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition,
- (2) Establishing an ongoing drug-free awareness program to inform employees about
  - a The dangers of drug abuse in the workplace,
  - b The County's policy of maintaining a drug-free workplace,
  - c Any available drug counseling, rehabilitation and employee assistance programs, and,
  - d The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace,
- (3) Making it a requirement that each employee be engaged in the performance of the grant is given a copy of the statement required by (1)
- (4) Notifying the employee in the statement required by paragraph (1) that, as a condition of employment under the grant, the employee will
  - a. Abide by the terms of the statement, and
  - b Notify the employer in writing of his or her conviction for a violation of any criminal drug statute occurring in the workplace, no later than five calendar days after such conviction,
- (5) Notifying the agency in writing, within ten calendar days after receiving notice under paragraph (4) b from an employee or otherwise receiving actual notice of such conviction Employers of convicted employees must provide notice, including position title, to every grant officer or other designees on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices Notice shall include the identification number(s) of each affected grant,
- (6) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (4) b , with respect to any employee who is so convicted –
  - a Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended, or
  - b Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency, and
- (7) Making a good faith effort to continue to maintain a drug free workplace through implementation of paragraphs (1), (2), (3), (4), (5)
- (8) The County must insert in the space provided below the site(s) for the performance of work done in connection with the specific grant

Place of Performance (polling place street address, city, county, state, zip code)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dated the 3rd day of July, 2013, on behalf of Clay  
County, \_\_\_\_\_

[Signature]  
Signature

Lynn Horton  
Print name

[Signature]  
Signature

Luke LUMMUS  
Print name

[Signature]  
Signature

R B DAVIS  
Print name

[Signature]  
Signature

Shelton L. Deanes  
Print name

[Signature]  
Signature

FLOYD MURKEE  
Print name

765

Certification Regarding Lobbying

As a recipient of a grant from the Mississippi Secretary of State's Office to implement the requirements of the ACCESS program, funds for which are to be expended in accordance with the requirements of Title II, Subtitle D Section 261 of Help America Vote Act (42 USC 15461),

Clay County certifies to the best of his or her knowledge and belief, that

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal grant, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31 U S Code Any person who fails to file the required certification shall be subject to a civil penalty or not less than \$10,000 and not more than \$100,000 for each such failure

Dated the 30<sup>th</sup> day of July 2013 on behalf of Clay

County, Clay  
Signature

Lynn Horton  
Print name

Luke Lomas  
Signature

Luke Lomas  
Print name

R.B. Davis  
Signature

R.B. Davis  
Print name

Shelton L. Deans  
Signature

Shelton L. Deans  
Print name

Floyd Mink  
Signature

Floyd Mink  
Print name



## Grant Payment Checklist

**Form  
G**

The ACCESS sub-grant issued through the Secretary of State's Office is a reimbursement based grant program. Expenditures outside the grant requirements will not be reimbursed.

Counties are required to meet all requirements of the grant program prior to submitting a request for reimbursement of costs incurred. Counties must certify that all work performed for which reimbursement will be sought was completed in accordance with ADA standards and in compliance with the Help America Vote Act.

Counties shall complete the work as outlined in the grant application and submit one (1) invoice for reimbursement. The invoice shall be detailed and outline all costs associated with the expenditures to ensure that sufficient information is provided for Secretary of State's Office review and approval. An example of an invoice was provided in the initial mail out by our office.

The invoice should

- clearly identify to whom the payment is being made (provide Mississippi Department of Finance and Administration vendor code)
- the amount being sought
- the date of invoice
- the location of improvements
- if improvements were temporary or permanent
- services received
- commodities received

The following documents must be submitted along with application

- Certification of Administrative Requirements (Form C)
- Certification regarding Debarment, Suspension and Other Responsibility Matters (Form D)
- Certification regarding Drug Free Workplace Requirements (Form E)
- Certification regarding Lobbying (Form F)

The following certification documents must be executed and provided to the Secretary of State

- Certification for Request for Payment (Form G)

All services and/or commodities sought within this program must be completed and received no later than August 16, 2013. Request for reimbursement/payment must be submitted no later than September 1, 2013. *Any requests for reimbursement after this deadline will not be paid.*

Certification for Request for Payment

Form  
H

As a recipient of a grant from the Mississippi Secretary of State's Office to implement the requirements of the ACCESS program, funds for which are to be expended in accordance with the requirements of Title II, Subtitle D, Section 261 of Help America Vote Act (42 USC 15461),

Clay County certifies that all work performed for which reimbursement is sought was completed in accordance with ADA standards and in compliance with the Help America Vote Act

Clay County certifies that all invoices and costs associated with this grant project have been paid in full

Clay County certifies the following forms have been executed and provided to the Secretary of State

- Polling Place Grant Application Form, Temporary Improvements (Form A)
- Summary Grant Application Form Temporary Improvements (Form B)
- Certification of Administrative Requirements (Form C)
- Certification regarding Debarment, Suspension and Other Responsibility Matters (Form D)
- Certification regarding Drug Free Workplace Requirements (Form E)
- Certification regarding Lobbying (Form F)

Clay County understands and accepts that only expenditures within the grant guidelines are allowable and reimbursable. Expenditures outside the grant award will not be reimbursed

The Secretary of State's Office reserves the right and authority to seek additional documentation and verification, if needed, to confirm compliance prior to issuance of payment

Clay County agrees to provide the requested documentation and verification when sought

Dated the 3<sup>rd</sup> day of July, 2013, on behalf of Clay County

[Signature]  
Signature

Lynn Hoxton  
Print name

[Signature]  
Signature

Loke Lommas  
Print name

R.B. Davis  
Signature

R B. DAVIS  
Print name

[Signature]  
Signature

Shelton L. Davis  
Print name

Floyd Mikes  
Signature

Floyd Mikes  
Print name

Precincts All

Precinct Code	Precinct Name	Active Voter Count	Polling Place	Address
C	Cairo	447	CAIRO VOTER BUILDING CEDAR BLUFF MS 39741	10851 HIGHWAY 46 CEDAR BLUFF MS 39741
CAR	Caradine	966	CARADINE VOTER BUILDING PRAIRIE MS 39756	14252 UNA-BRAND ROAD PRAIRIE MS 39756
	Cedar Bluff	261	CEDAR BLUFF - COMMUNITY CENTER CEDAR BLUFF MS 39741	197 HENRYVILLE ROAD CEDAR BLUFF MS 39741
CWP	Central West Point	1252	COUNTY COMPLEX WEST POINT MS 39773	330 W BROAD STREET WEST POINT MS 39773
EWP	East-West Point	1780	AMERICAN LEGION HUT WEST POINT MS 39773	515 WESTBROOK WEST POINT MS 39773
NWP	North-West Point	1843	RECREATION CENTER WEST POINT MS 39773	1032 WOOD STREET WEST POINT MS 39773
P	Pheba	636	PHEBA - VOTER BUILDING PHEBA MS 39755	21523 HIGHWAY 50 W PHEBA MS 39755
PB	Pine Bluff	516	PINE BLUFF VOTER BUILDING MANTEE MS 39751	10498 COLONY ROAD MANTEE MS 39751
SI	Siloam	1040	SILOAM COMMUNITY CENTER WEST POINT MS 39773	2504 HIGHWAY 47 WEST POINT MS 39773
SWP	South-West Point	1723	SOUTH WEST POINT WEST POINT MS 39773	505 W CHURCH HILL WEST POINT MS 39773
	Tibbee	404	TIBBEE FIRE STATION WEST POINT MS 39773	2895 E TIBBEE RD WEST POINT MS 39773
US	Union Star	701	UNION STAR - FIRE STATION WEST POINT MS 39773	6423 WAVERLY ROAD WEST POINT MS 39773
V	Vinton	668	VINTON - COUNTY SHED WEST POINT MS 39773	440 BARTON FERRY RD WEST POINT MS 39773
WWP	West-West Point	2046	HENRY HARRIS BUILDING WEST POINT MS 39773	227 COURT STREET WEST POINT MS 39773

Total Active Voter Count 14283

**769**

**IN THE MATTER OF AUTHORIZING THE PURCHASE OF DIRT FROM A SINGLE  
SOURCE SUPPLIER FOR THE CONSTRUCTION AND PAVING OF COLONY ROAD  
LOCATED IN DISTRICT 5**

---

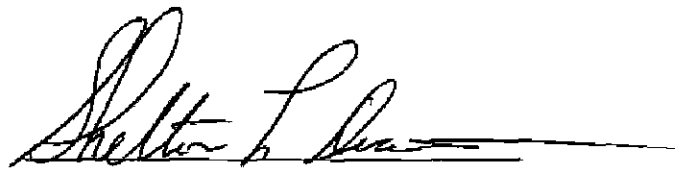
There came on this day for consideration the matter of authorizing the purchase of dirt form a single source supplier for the construction and paving of Colony Road located in District 5

It appears to this Board District 5 Supervisor Floyd McKee as attached hereto as Exhibit A is requesting this Board to approve him to purchase dirt from Betty Snell McNeel who has a dirt pit less than one mile from Colony Road at a rate of \$ 50 per yard for red fill dirt and due to not being able to obtain another quote within equivalently close proximity from Colony Road to Betty Snell McNeel's pit constitutes the said dirt pit as a Single Source Supplier, and,

It appears to this Board as attached hereto as Exhibit A is a proposed contract to purchase dirt at 50 per yard for the building up of Colony Road

After motion by Floyd McKee and second by Lynn Horton this Board doth vote unanimously to approve of the said contract as attached hereto as Exhibit A on the basis that Betty Snell McNeel is a Single Source Supplier

SO ORDERED this the 3<sup>rd</sup> day of July, 2013


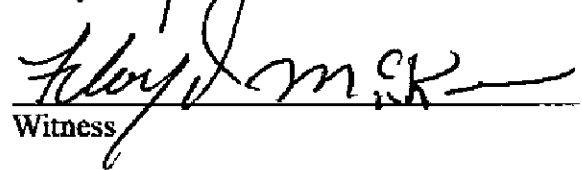


President

July 2, 2013

To Floyd McKee

I, Betty Snell McNeel, do hereby agree to sale to Floyd McKee, Supervisor for District 5, at \$  
50 per yard red fill dirt to be used for the Road build-up on Colony Road

  
Betty Snell McNeel  
  
Witness

771

NO \_\_\_\_\_

**IN THE MATTER OF CLEANING OUT A DITCH ON MOONHEARD ROAD  
LOCATED IN DISTRICT 4**


---

There came on this day for consideration the matter of cleaning out a ditch on Moonheard Road located in District 4

It appears to this Board, Supervisor Deanes is requesting permission to clean out a ditch located on Ulysess Young's property, as identified on the County map attached hereto as Exhibit A, in order to stop the ditch from flooding Moonheard Road when it rains

After motion by Shelton Deanes and second by Floyd McKee this Board doth vote unanimously to authorize the clean out of the ditch located on Ulysess Young's property located on Moonheard Road in District 4

SO ORDERED this the 3rd day of July, 2013



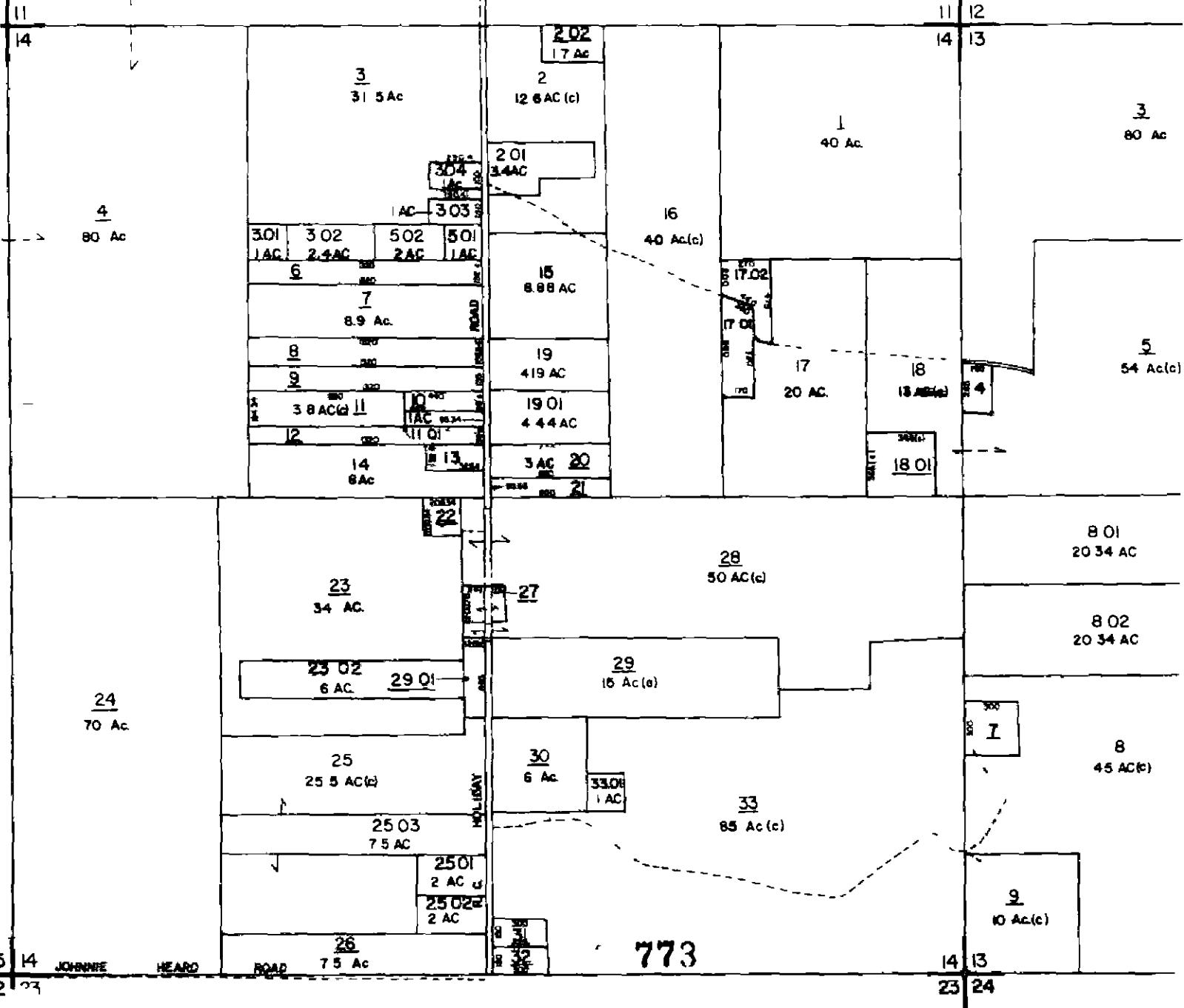
President

6  
240 Ac(c)

1  
320 Ac(c)

4  
298 AC(c)

CARTER  
SILK



773

JOHNNIE HEARD ROAD

7.5 Ac

10 Ac(c)

NO. \_\_\_\_\_

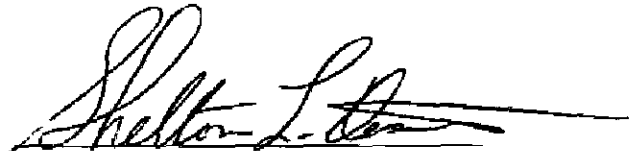
**IN THE MATTER OF RECESSING**

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There came on this day for consideration the matter of recessing

After motion by Luke Lummus and second by Floyd McKee this Board doth vote  
unanimously to recess until Thursday, July 25, 2013, at 9 00 a.m

SO ORDERED this the 3<sup>rd</sup> day of July, 2013

A handwritten signature in cursive script, appearing to read "Shelton L. Davis", with a long horizontal flourish extending to the right.

President