

BE IT REMEMBERED that the Board of Supervisors of Clay County, Mississippi, met at the Courthouse in West Point, MS, on the 5th day of July, 2018, at 9:00 a.m., and present were: Lynn Horton, President, Luke Lummus, R. B. Davis, Shelton Deanes, and Joe Chandler. Also present were Amy Berry, Chancery Clerk, Angela Turner-Ford, Board Attorney, and Eddie Scott, Sheriff of Clay County; 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 5, 2018

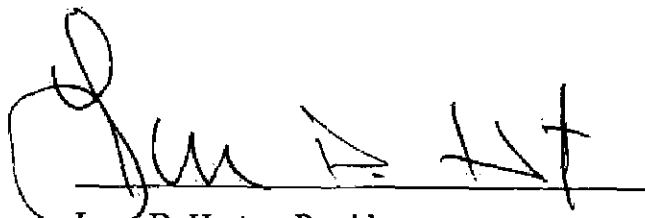
There came on this day for consideration the matter of adopting and amending the agenda for the Board of Supervisors meeting held on July 5, 2018.

It would appear to this Board the following item needs to be added to the agenda for further discussion and consideration by this Board, to-wit;

- Amy Berry regarding authorizing Constables to travel
- Shelton Deanes regarding the rental fee for the Una Community Recreational Building Center

After motion by Shelton Deanes and second by Luke Lummus this Board doth vote unanimously to adopt the agenda as presented and further adopts the agenda as amended and attached hereto as Exhibit A.

SO ORDERED this the 5th day of July, 2018.


Lynn D. Horton, President

**Clay County Board of Supervisors
Agenda for Board Meeting Held
Thursday, July 5, 2018 at 9:00 a.m.**

- Call to Order
- Welcome and Prayer
- Adopt and Amend the agenda
- Robert Calvert
 - Bridge Pilings for Caradine Bridge Project
- Amy Berry
 - Consider lease purchase quotes for E911 CAD System *Hawcreek M-4-S5*
 - Consider lease purchase quotes for Backhoe for District 5 *Hawcreek M-5-S2*
 - Authorize and approve the renewal of the Delta Computer Software Support Agreement
- Eddie Scott
 - Declaration of Surplus property of SD799, Ford Explorer 2000 and SD1220, Ford Taurus 2003 *M-2 S-4*
 - Authorize the Sheriff to Sale the said Surplus Property *M-4-M3*
- Request to go into Executive Session regarding two personnel matters as allowed under Section 25-41-7 *Columbus Auth Action - M-4-S-3*
of the *Mississippi Code*
- Golden Triangle Planning and Development District Advisory Committee Meeting at 10:30 am
- Recess until **Monday, July 16, 2018** at 9:00 a.m. at the Clay County Courthouse

Amendments:

- ~~Authorize travel for constables to attend Board meeting
Vicksburg MS July 27 M-3 M-4~~
- ~~Auth to spend on the minute the exact Ct order Appointing
Lawless M-4 S-3~~
- ~~Living Fee Schedule~~

NO. _____

**IN THE MATTER OF AUTHORIZING AND APPROVING THE BID FOR THE TESTING
OF THE BEARING FOR THE CARADINE BRIDGE PROJECT**


There came on this day for consideration the matter of authorizing and approving the bids for the testing of the bearing for the Caradine Bridge Project.

It appears to this Board Robert Calvert, County Engineer, is requesting this Board's consideration in approving the quote for testing of the bearing for the Caradine Bridge project as attached hereto as Exhibit A, and;

It appears to this Board there are two quotes for the said testing of bearing on the Caradine Bridge Project with the lowest and best quote being that of Eutaw Construction in the amount of \$32,500.

After motion by Shelton Deanes and second by Luke Lummus this Board doth vote unanimously to authorize and approve to accept and award the quote for the driving of the bridge piling for the testing of the bearing for the Caradine Bridge project to Eutaw Construction in the amount of \$32,500.00.

SO ORDERED this the 5th day of July, 2018.



Lynn D. Horton, President

NO. _____

***IN THE MATTER REQUESTING THE TOMBIGBEE RIVER VALLEY WATER
MANAGEMENT DISTRICT TO REIMBURSE THE COUNTY FOR ONE HALF OF THE
COST OF THE BRIDGE PILING EXPENSE ON THE CARADINE BRIDGE PROJECT***

There came on this day for consideration the matter of requesting the Tombigbee River Valley Water Management District to reimburse the County for one half of the cost of the bridge piling expense on the Caradine Bridge Project.

WHEREAS, it appears to this Board that this Board had previously passed a resolution and forwarded to the Tombigbee River Valley Water Valley Management District's Board requesting their assistance in reimbursing the county for materials needed for the Caradine Bridge Project

WHEREAS it appears to this Board that if immediate attention is not given to this project the general public will be inconvenienced, and;

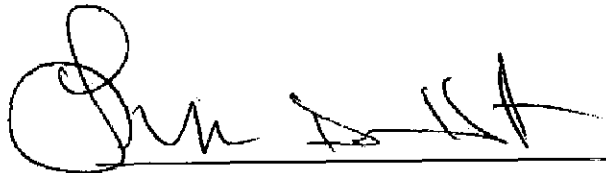
WHEREAS, it appears to this Board Clay County, Mississippi is without sufficient resources to perform such tasks, and;

WHEREAS the Board is directing the TRVWMD to utilize any PLN funds to purchase the pilings needed to repair the said bridge.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Clay County, Mississippi, that the Tombigbee River Valley Water Management District has been authorized and designated to perform the above stated task in Clay County as within their means to do so and has been further authorized to expend the County's PLN Monies to purchase the materials needed to repair the Caradine Bridge.

After motion by Shelton Deanes and second by Luke Lummus with all members of the Board present voting "Aye", the President declared the motion carried and the resolution adopted.

SO ORDERED this the 5th day of July, 2018.



Lynn D. Horton, President

NO. _____

***IN THE MATTER OF ACCEPTING AND AWARDING THE LEASE PURCHASE
QUOTES FOR THE PURCHASE OF A CATERPILLAR BACKHOE FOR DISTRICT 5 TO
HANCOCK WHITNEY BANK***

There came on this day for consideration the matter of accepting and awarding the lease purchase quotes for the purchase of a Caterpillar Backhoe for District 5 to Hancock Whitney Bank.

It appears to this Board Supervisor Chandler is requesting this Boards consideration in allowing him to finance the purchase of a Caterpillar Backhoe in the amount of \$102,503.22, and;

It appears to this Board the Clerk has two quotes for the lease purchase financing of the said equipment with one from BancorpSouth Bank and the second quote from Hancock Whitney Bank, and;

It appears to this Board the lowest and best quote would be that of Hancock Whitney Bank at a rate of 3.55% for 60 months with a monthly payment of \$1,867.01 as attached hereto as Exhibit A.

After motion by Joe Chandler and second by Luke Lummus this Board doth vote unanimously to authorize and approve to award and accept the lease purchase quote of Hancock Whitney Bank as attached hereto as Exhibit A.

SO ORDERED this the 5th day of July, 2018.

A handwritten signature in black ink, appearing to read "Lynn D. Horton", written over a horizontal line.

Lynn D. Horton, President



VIA EMAIL

July 3, 2018

Board of Supervisors
Clay County, Mississippi
C/o Ms. Amy Berry

Re: Lease Purchase Financing – One (1) New Caterpillar Backhoe

Gentlemen:

We understand that Clay County, Mississippi is considering lease-purchase financing for One (1) New Caterpillar Backhoe (hereinafter the "Equipment") under the authority of Sec. 31-7-13(e) of the Miss. Code of 1972, as amended. The Equipment's total cost is not expected to exceed \$102,503.22 and 100% of the cost will be financed.

The rates provided below assumes that the debt will be designated as "bank-qualified" tax exempt within the meaning of Sec. 265(b)(3) of the Internal Revenue Code of 1986, as amended. If it is determined that the County is ineligible to issue bank-qualified debt this calendar year, different rates will apply.*

<u>Amount Financed:</u>	<u>Terms**:</u>	<u>Rate:</u>
\$102,503.22	60 monthly payments @ \$1,867.01 per month	3.55%

◆ No Prepayment Charges or Penalties ◆ No Additional Charges of Any Kind ◆

* Determination of taxability would be the responsibility of the County's legal counsel.

** The County will certify that the Equipment will not be replaced by other equipment, performing the same or similar functions, until the term of the financing option expires.

*SJS
7/5/18*

P.O. Box 4019 Gulfport, MS 39502
P (228) 563-5708 | F (228) 563-5721
www.hancockwhitney.com



Clay County, Mississippi
Page 2

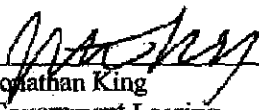
This proposal assumes compliance by the County with applicable state and federal law governing borrowings by political subdivisions. In addition, normal Bank credit approval requirements for lending to these types of entities would apply. Credit approval includes approval of both the manufacturer and vendor of the Equipment to be purchased. Necessary documentation would include, but not be limited to, a legal and tax opinion from issuer's legal counsel. Liability and physical damage insurance would be required with Hancock Bank being shown as the additional insured and/or loss payee as its interest may appear.

This proposal is good if accepted within 30 days and the obligation is funded within 60 days of the date of this letter.

Thank you for considering Hancock Bank for your Governmental Leasing needs!

Sincerely,

HANCOCK BANK


Jonathan King
Government Leasing
Public Finance Department

P.O. Box 4019 Gulfport, MS 39502
P (228) 563-5708 | F (228) 563-5721
www.hancockwhitney.com



7/5/2018

Sent Via Email:

Clay County MS

It is a pleasure to submit for your consideration the following proposal to provide lease-purchase financing based on the terms and conditions set forth below:

1. Lessor: BancorpSouth Equipment Finance, a division of BancorpSouth Bank
2. Lessee: Clay County MS
3. Equipment Description: Tractor
4. Equipment Cost: \$102,503.22
5. Lease Term: 5 years
6. Lease Payments: (These are approximate payment amounts. The actual payment will be determined at funding date.)

60 Monthly Payments of \$1,874.37
Arrears
7. Lease Rate: 60 - 3.71%
(Rate indexed to 5.00% prime rate)
Rate could increase with increase in prime rate
8. Funding Date: This proposal is contingent upon the equipment being delivered and the lease funded prior to 7/30/2018. Any extension of the funding or delivery date must be in writing.
9. Purchase Option: Title is passed to Lessee at lease expiration for no further consideration.
10. Non-appropriation/Termination: The lease provides that Lessee is to make reasonable efforts to obtain funds to satisfy the obligation in each fiscal year. However, the lease may be terminated without penalty in the event of non-appropriation. In such event, the Lessee

agrees to provide an attorney's opinion confirming the events of non-appropriation and Lessee's exercise of diligence to obtain funds.

- 11. **Bank Qualification:** This lease-purchase financing shall be designated as a bank qualified tax-exempt transaction as per the 1986 Federal Tax Bill. This means that the Lessee's governing body will pass a resolution stating that it does not anticipate issuing more than \$10 million in General Obligation debt or other debt falling under the Tax Bill's definition of qualifying debt during the calendar year that the lease is funded.
- 12. **Tax Status:** This proposal is subject to the Lessee being qualified as a governmental entity or "political subdivision" within the meaning of Section 103(a) of the Internal Revenue Code of 1954 as amended, within the meaning of said Section. Lessee agrees to cooperate with Lessor in providing evidence as deemed necessary or desirable by Lessor to substantiate such tax status.
- 13. **Net Lease:** This will be a net lease transaction whereby maintenance, insurance, taxes (if applicable), compliance with laws and similar expenses shall be borne by Lessee.
- 14. **Financial Statements:** Complete and current financial statements must be submitted to Lessor for review and approval of Lessee creditworthiness.
- 15. **Lease Documentation:** This equipment lease-purchase package is subject to the mutual acceptance of lease-purchase documentation within a reasonable time period, otherwise payments will be subject to market change.

If the foregoing is acceptable, please so indicate by signing this letter in the space provided below and returning it to BancorpSouth Equipment Finance. The proposal is subject to approval by BancorpSouth Equipment Finance's Credit Committee and to mutually acceptable terms, conditions and documentation.

Acceptance of this proposal expires as the close of business on 7/30/2018. Extensions must be approved by the undersigned.

Any concerns or questions should be directed to Bob Lee at 1-800-222-1610.

Bob Lee

Bob Lee
Municipal Finance Manager

ACKNOWLEDGMENT AND ACCEPTANCE

By: _____
Title

Date: _____

HANCOCK WHITNEY BANK
Lease Purchase Closing Memorandum

Transaction Profile

Date of Funding: TBD
Government Name: Clay County, Mississippi
Type of Governing Body: Board of Supervisors
Amount, Rate & Term of Lease: \$102,503.22 / 3.55% /60 months
Monthly Payment Amount: \$1,867.01
Equipment Description: One (1) New Caterpillar Backhoe

Schedule & Description of Closing Documents

Step # and Document Description:

1. **Authorizing Resolution** – *This document authorizes the lease purchase financing by the governing body and gives the appropriate officials the authority to enter into such contract. The Resolution must be passed by the Board of Supervisors and executed (signed) by the Board President and Chancery Clerk before any other document is executed. The original, signed copy needs to be sent back to Hancock Whitney Bank in the Federal Express envelope provided within.*
2. **Governmental Lease Purchase Agreement** – *This document is the contract between the lessor and the lessee (Clay County) which is the basis of the transaction. This Agreement must be signed and dated on or after the Resolution is passed and before or at the funding of the lease (not after!). The original, signed copy needs to be sent back to Hancock Whitney Bank in the Federal Express envelope provided within.*
3. **Attachments to the Lease Agreement** – *These various documents support and perfect the Lease Agreement as well as the interests of the parties to the transaction. These documents should be signed and executed by the appropriate officials and dated with the same date as that of the Lease Agreement. The original, signed copies need to be sent back to Hancock Whitney Bank in the Federal Express envelope provided within.*

Important Notes Regarding Attachments:

- **IRS Form 8038G** – Hancock Whitney Bank will file this form with the Internal Revenue Service, as required by law, on behalf of the County. Please have it signed by the appropriate official and return it to Hancock Whitney Bank along with the rest of the documents.
 - **Purchase Orders and Invoices** – Hancock Whitney Bank must have all Purchase Orders and Invoices (copies are sufficient) issued to or received from the equipment vendor.
 - **Evidence of Insurance** – Hancock Whitney Bank must be shown as additional insured and loss payee on the equipment's insurance policy. Please provide an insurance certificate or some other form of evidence of insurance.
4. **Legal Opinion of Lessee's Counsel** – This opinion must be printed on the Board Attorney's letterhead and dated on or after the date of the Lease Agreement (not before!). The original, signed copy needs to be sent back to Hancock Whitney Bank in the Federal Express Envelope provided within.

*****Please Note: There is no need to make copies of the documents. Hancock Whitney Bank will provide a package containing copies of all transaction documents soon after closing.**

AUTHORIZING RESOLUTION

BOARD MEMBER Chandler moved the adoption of the following Resolution and Order:

A RESOLUTION OF THE BOARD OF SUPERVISORS, THE GOVERNING BODY ("THE BOARD") OF CLAY COUNTY, MISSISSIPPI (THE "LESSEE"), FINDING IT NECESSARY TO ACQUIRE EQUIPMENT FOR GOVERNMENTAL OR PROPRIETARY PURPOSES AUTHORIZED BY LAW; FINDING THAT IT WOULD BE IN THE PUBLIC INTEREST TO ACQUIRE SUCH EQUIPMENT UNDER THE TERMS OF A LEASE PURCHASE AGREEMENT; FINDING THAT THE HANCOCK WHITNEY BANK, GULFPORT, MISSISSIPPI, (THE "LESSOR") HAS OFFERED TO ACQUIRE SUCH EQUIPMENT, OR TO ACQUIRE FROM AND REIMBURSE THE LESSEE FOR THE COST OF SUCH EQUIPMENT IN THE EVENT THE EQUIPMENT HAS ALREADY BEEN PURCHASED BY THE LESSEE, AND TO LEASE SUCH EQUIPMENT TO LESSEE; FINDING THAT SUCH PROPOSAL IS IN THE INTEREST OF THE LESSEE AND AUTHORIZING AND DIRECTING THE AUTHORIZED OFFICERS (AS HEREINAFTER DEFINED) TO EXECUTE A LEASE PURCHASE AGREEMENT AND SUPPORTING SCHEDULES AND ATTACHMENTS INCLUDING, BUT NOT LIMITED TO, ASSIGNMENTS OF TITLE TO THE EQUIPMENT TO HANCOCK WHITNEY BANK TO THE END THAT THE EQUIPMENT SHALL BE ACQUIRED BY SUCH BANK AND LEASED TO THE LESSEE ON THE TERMS AND CONDITIONS EXPRESSED IN SUCH LEASE.

WHEREAS, the Board has determined that it is necessary to acquire certain items of Equipment (the "Equipment") for use by the Lessee for purposes authorized by law and

WHEREAS, the Board had by these presents determined that it would be in the public interest to acquire such Equipment through a Lease Purchase Agreement as provided under Section 31-7-13 (e) MISS. CODE ANN. (1972), as amended, and

WHEREAS, the Board anticipates that it will not issue more than \$10,000,000.00 of qualified tax-exempt obligations during calendar year 2018 and desires to designate the Lease Purchase Agreement as a qualified tax-exempt obligation of the Lessee for purposes of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended, ("the Code").

WHEREAS, to the best knowledge and belief of the Board, this lease qualifies as a qualified project bond within the meaning of the Tax Reform Act of 1986; and

WHEREAS, the Hancock Whitney Bank of Gulfport, Mississippi, has proposed to acquire the Equipment at the offered price and to lease the Equipment to the Lessee at a rate of 3.55% per annum.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD AS FOLLOWS:

SECTION 1: The President and Clerk of the Board (hereinafter the "Authorized Officers") are hereby authorized and directed to execute a Lease Purchase Agreement (also referred to as a "Governmental Lease Purchase Agreement"), either reference being the "Agreement", and all attachments thereto. Such Agreement shall be in substantially the form attached hereto with such appropriate variations, omissions and insertions as are permitted or required by this Resolution and as are consented to by the Lessee's representatives (the "Authorized Officers") executing the Agreement, such consent being evidenced by their signatures.

SECTION 2: The Equipment to be leased pursuant to the Agreement shall be more fully described in a schedule to the Agreement titled "Exhibit D - Description of the Equipment". Upon delivery and acceptance by the Lessee of the Equipment, the Authorized Officers are authorized and directed to execute a Certificate of Acceptance of such Equipment and, as provided in Section 4.01 of such Lease, the lease term shall commence on the date of acceptance.

SECTION 3: The Authorized Officers are further authorized and directed to execute on behalf of the Lessee a Financing Statement and all other documents as provided for under Section 7.02 of such Lease to establish and maintain the security interest of Hancock Whitney Bank in such Equipment.

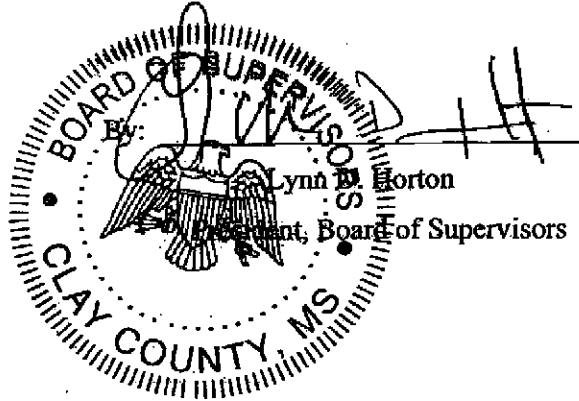
SECTION 4: The Board hereby designates the Lease Purchase Agreement as a qualified tax-exempt obligation for purposes of Section 265(b)(3) of the Code.

SECTION 5: The Lessee and the Board understand Section 8.03 of the Agreement ("Provisions Regarding Insurance") and agree to provide property damage and liability insurance in accordance with the terms of the Agreement.

BOARD MEMBER Winnus seconded the motion and after a full discussion, the same was put to vote with the following results:

<u>Supervisor Horton</u>	Voted: <u>AYE</u>
<u>Supervisor Winnus</u>	Voted: <u>AYE</u>
<u>Supervisor Davis</u>	Voted: <u>AYE</u>
<u>Supervisor Deanes</u>	Voted: <u>AYE</u>
<u>Supervisor Chandler</u>	Voted: <u>AYE</u>

The motion, having received an affirmative vote, was carried and the resolution adopted, this the 5th day of July 2018.



{Seal}

Attest:

Amy G. Berry
Amy G. Berry
Clerk of Board

CERTIFICATE OF RECORDING OFFICER

1. I am the duly appointed, qualified and acting Chancery Clerk of Clay County, Mississippi and keeper of the records thereof, including the minutes of its proceedings;

2. A meeting was duly convened on July 5th 2018 in conformity with all applicable requirements; a proper quorum was present throughout said meeting and the instrument hereinafter mentioned was duly proposed; considered and adopted in conformity with applicable requirements; and all other requirements and proceedings incident to the proper adoption of said instrument have been duly fulfilled, carried out and otherwise observed

3. I am duly authorized to execute this Certificate; and

4. The copy of the instrument annexed hereto, entitled:


A RESOLUTION OF THE BOARD OF SUPERVISORS, THE GOVERNING BODY ("THE BOARD") OF CLAYCOUNTY, MISSISSIPPI (THE "LESSEE"), FINDING IT NECESSARY TO ACQUIRE EQUIPMENT FOR GOVERNMENTAL OR PROPRIETARY PURPOSES AUTHORIZED BY LAW: FINDING THAT IT WOULD BE IN THE PUBLIC INTEREST TO ACQUIRE SUCH EQUIPMENT UNDER THE TERMS OF A LEASE PURCHASE AGREEMENT: FINDING THAT HANCOCK WHITNEY BANK (THE "LESSOR") HAS OFFERED TO ACQUIRE SUCH EQUIPMENT, OR TO ACQUIRE FROM AND REIMBURSE THE LESSEE FOR THE COST OF SUCH EQUIPMENT IN THE EVENT THE EQUIPMENT HAS ALREADY BEEN PURCHASED BY THE LESSEE, AND TO LEASE SUCH EQUIPMENT TO LESSEE: FINDING THAT SUCH PROPOSAL IS IN THE INTEREST OF LESSEE.....(continued)....

Is a true, correct and compared copy of the original instrument referred to in said minutes and as finally enacted at said meeting, is in full force and effect and, to the extent required by law, has been duly signed or approved by the proper officer or officers and is on file and of record.

DATED this the 5th day of July 2018.



CLAY COUNTY BOARD OF SUPERVISORS


Amy G. Berry
Chancery Clerk of Clay County

Governmental Lease Purchase Agreement

Lessor: Hancock Whitney Bank
County, MS

P.O. Box 4019
Gulfport, MS 39502

Lessee: Board of Supervisors of Clay

P.O. Box 815
West Point, MS 39773

This GOVERNMENTAL LEASE PURCHASE AGREEMENT (the "Agreement") entered into between HANCOCK WHITNEY BANK, a corporation duly organized and existing under the laws of the State of Mississippi (the "Lessor"), and the BOARD OF SUPERVISORS OF CLAY COUNTY, MISSISSIPPI (Lessee), a body, corporate and politic, duly organized and existing under the laws of the State of Mississippi ("State").

WITNESSETH

WHEREAS, Lessor desires to lease the Equipment, as hereinafter defined, to Lessee, and Lessee desires to lease the Equipment from Lessor, subject to the terms and conditions of, and for the purposes set forth in, this Agreement; and

WHEREAS, Lessee is authorized under the Constitution and laws of the State to enter into this Agreement for the purposes set forth herein;

NOW, THEREFORE, for and in consideration of the premises hereinafter contained, the parties hereby agree as follows:

ARTICLE I

Covenants of Lessee. Lessee represents, covenants and warrants, for the benefit of Lessor and its assignees, as follows: (a) Lessee is a public body, corporate and politic, duly organized and existing under the Constitution and laws of the State. (b) Lessee will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a body corporate and politic. (c) Lessee is authorized under the Constitution and laws of the State to enter into this Agreement and the transaction contemplated hereby, and to perform all of its obligations hereunder. (d) Lessee has been duly authorized to execute and deliver this Agreement under the terms and provisions of the resolution of its governing body, attached hereto as Exhibit "A", or by other appropriate official approval, and further represents, covenants and warrants that all requirements have been met, and procedures have occurred in order to ensure the enforceability of this Agreement, and Lessee has complied with such public bidding requirements as may be applicable to this agreement and the acquisition by Lessee of the Equipment hereunder. Lessee shall cause to be executed an opinion of its counsel substantially in the form attached hereto as Exhibit "B". (e) During the term of this Agreement, the Equipment will be used by Lessee only for the purpose of performing one or more governmental or proprietary functions of Lessee consistent with the permissible scope of Lessee's authority and will not be used in a trade or business of any person or entity other than the Lessee. (f) During the period this Agreement is in force, Lessee will provide Lessor with current financial statements, budgets, proof of appropriation for the ensuing fiscal year and such other financial information relating to the ability of Lessee to continue this Agreement as may be reasonably requested by Lessor or its assignee. (g) The Equipment will have a useful life in the hands of the Lessee that is substantially in excess of the Original Term and all Renewal Terms. (h) The Equipment is, and shall remain during the period this Agreement is in force, personal property and when subject to use by Lessee under this Agreement, will not be or become fixtures.

ARTICLE II

Definitions: The following terms will have the meanings indicated below unless the context clearly requires otherwise:

"Agreement" - means this Governmental Lease Purchase Agreement, including the Exhibits attached hereto, as the same may be supplemented or amended from time to time in accordance with the terms hereof.

"Commencement Date" - is the date when the term of this Agreement begins and Lessee's obligation to pay rent accrues, which date shall be the date on which the Equipment is accepted by Lessee as indicated on the Certificate of Acceptance attached hereto as Exhibit "F".

"Equipment" - means the property described in Exhibit "D" and which is the subject of this Agreement.

"Lease Term" - means the Original Term and all Renewal Terms provided for in this Agreement under Section 4.01, but in no event longer than the number of months set forth in Exhibit "E" of the Agreement.

"Lessee" - means the entity which is described in the first paragraph of this Agreement and which is leasing the Equipment from Lessor under the provisions of this Agreement.

"Lessor" - means (i) Hancock Whitney Bank, a corporation, acting as Lessor hereunder; (ii) Any surviving, resulting or transferee corporation; and (iii) Except where the context requires otherwise, any assignee(s) of Lessor.

"Original Term" - means that period from the Commencement Date until the end of the fiscal year of Lessee in effect at the Commencement Date.

"Purchase Price" - means the amount which Lessee may, in its discretion, pay to Lessor in order to purchase the Equipment, as set forth in Exhibit "E" hereto.

"Renewal Term(s)" - means the automatic renewal terms of this Agreement as provided for in Article IV of this Agreement, each having a duration of one (1) year and a term co-extensive with the Lessee's fiscal year except the last of such automatic renewal terms which shall end on the anniversary of the Commencement Date therein.

"Rental Payments" - means the basic rental payments payable by Lessee pursuant to the provisions of this Agreement during the Lease Term, payable in consideration of the right of Lessee to use the Equipment during the then current portion of the Lease Term. Rental Payments shall be payable by Lessee to the Lessor or its assignee in the amounts and at the times during the Lease Term as set forth in Exhibit "E" of this Agreement.

"Vendor" - means the manufacturer of the Equipment as well as the agents or dealers of the manufacturer from whom Lessor purchased or is purchasing the Equipment.

ARTICLE III

Lease of Equipment. Lessor hereby demises, leases and lets to Lessee, the Lessee rents, leases and hires from Lessor, the Equipment, in accordance with the provisions of this Agreement, to have and to hold for the Lease Term.

ARTICLE IV

LEASE TERM

Section 4.01: Commencement of Lease Term.

The original Term of this Agreement shall commence on the Commencement Date as indicated in Exhibit "F" and shall terminate the last day of Lessee's current fiscal year.

The Lease Term will be automatically renewed at the end of the Original Term or any Renewal Term for an additional one (1) year, unless the Lessee gives written notice to Lessor not less than sixty (60) days prior to the end of the Original Term or Renewal Term then in effect, or such greater notice as may be provided in Article VI, of Lessee's intention to terminate this Agreement at the end of the Original Term or the then current Renewal Term pursuant to Article XI or Article VI, as the case may be.

Section 4.02 Termination of Lease Term.

The Lease Term will terminate upon the earliest of any of the following events: (a) The expiration of the Original Term or any Renewal Term of this Agreement and the non-renewal of this Agreement in the event of non appropriation of funds pursuant to Section 6.06; (b) The exercise by Lessee of the option to purchase the Equipment granted under the provisions of Articles IX or XI of this Agreement; (c) A default by Lessee and Lessor's election to terminate this Agreement under Article XIII; or (d) The payment by Lessee of all Rental Payments authorized or required to be paid by Lessee hereunder.

ARTICLE V

Enjoyment of Equipment. Lessor hereby covenants to provide Lessee during the Lease Term with quiet use and enjoyment of the Equipment, and Lessee shall during the Lease Term peaceably and quietly have and hold and enjoy the Equipment, without suit, trouble or hindrance from Lessor, except as expressly set forth in this Agreement.

Lessor shall have the right at all reasonable times during business hours to enter into and upon the property of Lessee for the purpose of inspecting the Equipment.

ARTICLE VI

Rental Payments

Section 6.01 Rental Payments to Constitute a Current Expenses of Lessee.

Lessor and Lessee understand and intend that the obligation of Lessee to pay Rental Payments hereunder shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by Lessee, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or monies of Lessee.

Section 6.02 Payment of Rental Payments.

Lessee shall pay Rental Payments, exclusively from legally available funds, in lawful money of the United States of America to Lessor, or in the event of assignment by Lessor, to its assignee, in the amounts and on the dates set forth in Exhibit "E" hereto. Rental Payments shall be in consideration for Lessee's use of the Equipment during the applicable year in which such payments are due.

Section 6.03 Interest and Principal Component.

A portion of each Lease Rental Payment is paid as, and represents payment of, interest, and the balance of each Rental Payment is paid as, and represents payment of, principal. Exhibit "E" hereto sets forth the interest component and the principal component of each Rental Payment during the Lease Term.

Section 6.04 Rental Payments to be Unconditional.

The obligations of Lessee to make payment of the Rental Payments required under this Article VI and other sections hereof, and to perform and observe the covenants and agreements contained herein, shall be absolute and unconditional in all events, except as expressly provided

under this Agreement. Notwithstanding any dispute between Lessee and Lessor, and Vendor or any other person, Lessee shall make all payments of Rental Payments when due and shall not withhold any Rental Payments pending final resolution of such dispute, nor shall Lessee assert any right of setoff or counterclaim against its obligation to make such payments required under this Agreement. Lessee's obligation to make Rental Payments during the Original Term or the then current Renewal Term shall not be abated through accident or unforeseen circumstances.

Section 6.05 Continuation of Lease Term by Lessee.

Lessee intends, subject to the provisions of Section 6.06 to continue the Lease Term through the Original Term and all of the Renewal Terms and to pay the Rental Payments hereunder. Lessee reasonably believes that legally available funds of an amount sufficient to make all Rental Payments during the Original Term and each of the Renewal Terms can be obtained. Lessee further intends to do all things lawfully within its power to obtain and maintain funds from which the Rental Payments may be made, including making provision for such payments to the extent necessary in each bi-annual or annual budget submitted and adopted in accordance with applicable provisions of state law, to have such portion of the budget approved.

Section 6.06 Non-appropriation.

In the event sufficient funds shall not be appropriated for the payment of the Rental Payments required to be paid in the next occurring Renewal Term, and if Lessee has no funds legally available for Rental Payments from other sources, then Lessee may terminate this Agreement at the end of the then current Original Term or Renewal Term, and Lessee shall not be obligated to make payment of the Rental Payments provided for in this Agreement beyond the then current original or Renewal Term. Lessee agrees to deliver notice to Lessor of such termination at least sixty (60) days prior to the end of the then current Original or Renewal Term. If this Agreement is terminated under this Section 6.06, Lessee agrees, at Lessee's cost and expense, peaceably to deliver the Equipment to Lessor at the location specified by Lessor. To the extent lawful, Lessee shall not, until the date on which the next occurring Renewal Term would have ended, expend any funds for the purchase or use of Equipment similar to the Equipment subject to this Agreement.

ARTICLE VII

TITLE TO EQUIPMENT; SECURITY INTEREST

Section 7.01 Title To The Equipment

During the Term of this Agreement, title to the Equipment any and all additions, repairs, replacements or modifications shall vest in Lessee, subject to the rights of Lessor under this Agreement. In the event of default as set forth in Section 13.02 or nonappropriation as set forth in Section 6.06, Title to the Equipment shall immediately vest in Lessor, and Lessee will reasonably surrender possession of the Equipment to Lessor. Lessee, irrevocably, hereby designates, makes, constitutes and appoints Lessor (and all persons designated by Lessor) as Lessee's true and lawful attorney (and agent-in-fact) with power, at such time of default or nonappropriation or times thereafter as Lessor in its sole and absolute discretion may determine, in Lessee's or Lessor's name, to endorse the name of Lessee upon any Bill of Sale, document, instrument, invoice, freight bill, bill of lading or similar document relating to the Equipment in order to vest title in Lessor and transfer possession to Lessor.

Section 7.02 Security Interest.

To secure the payment of all Lessee's obligations under this Agreement, Lessee grants to Lessor a security interest constituting a first lien on the Equipment and on all additions, attachments, accessions and substitutions thereto, and on any proceeds therefrom. Lessee agrees to execute such additional documents, including financing statements, certificates of title, affidavits, notices and similar instruments, in form satisfactory to Lessor, which Lessor deems necessary or appropriate to establish and maintain its security interest, and upon assignment, the security of any assignee of Lessor, in the Equipment.

ARTICLE VIII

Maintenance; modification taxes, exemption from federal taxation, insurance and other charges.

Section 8.01 Maintenance of Equipment by Lessee.

Lessee agrees that at all times during the Lease Term, Lessee will, at Lessee's own cost and expense, maintain, preserve and keep the Equipment in good repair, working order and condition, and that Lessee will from time to time make or cause to be made all necessary and proper repairs, replacements and renewals. Lessor shall have no responsibility in any of these matters or for the making of improvements or additions to the Equipment. The Lessee may from time to time add further parts or accessories to any item of leased Equipment, provided such addition does not affect or impair the value or utility of such item of Equipment. Any part or accessory so added, if not required as a replacement hereunder, shall remain the property of the Lessee and may be removed at any time prior to the expiration of the lease term of such item, provided such removal does not affect or impair the value or utility of such item of Equipment. Any parts or accessories not so removed shall become the property of the Lessor.

Section 8.02 Taxes, Other Governmental Charges and Utility Charges.

The parties to this Agreement contemplate that the Equipment will be used for a governmental or proprietary purpose of Lessee and, therefore, that the Equipment will be exempt from all taxes presently assessed and levied with respect to personal property. In the event that the use, possession or acquisition of the Equipment is found to be subject to taxation in any form (except for income taxes of Lessor), Lessee will pay during the Lease Term, as the same respectively come due, all taxes and governmental charges of any kind whatsoever that may at any time be lawfully assessed or levied against or with respect to the Equipment and any Equipment or other property acquired by Lessee in substitution for, as a renewal or replacement of, or modification, improvement or addition to the Equipment, as well as all gas, water, steam, electricity, heat, power, telephone, utility and all other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Equipment; provided that, with respect to any governmental charges that may lawfully be paid in installments over a period of years, Lessee shall be obligated to pay only such installments as have accrued during the time this Agreement is in effect.

The Lessor has entered into this Agreement contemplating that the interest portion of rental payments will be exempt from federal income taxation. In the event any governmental taxing authority successfully imposes tax treatment, under this Agreement or any other lease of the Lessor which in the opinion of Lessor's counsel will be determinative of the tax treatment under this Agreement, which differs from the tax treatment contemplated to be taken by the Lessor hereto at the inception of this Agreement or which effectively denies to the Lessor the use or benefit of such tax treatment as contemplated, then Lessee agrees to pay rents with an interest factor equal to the maximum rate of interest which, under applicable law, Lessor is permitted to charge, retroactively from the date of imposition of the change of tax treatment through the term of the Equipment Lease Schedule under this Agreement during which the change of tax theory is imposed, and subsequently thereto, as rental payments would otherwise become due, until the end of the lease term. Any retroactive payments of rent under this paragraph shall be due and payable at the date that Lessor gives notice to Lessee of imposition of the change of tax-treatment.

Lessee agrees to pay its pro-rata share of attorney's fees that may reasonably be incurred by Lessor in the event legal action or administrative action is taken by the Lessor to secure the tax treatment intended to be taken by Lessor under this Agreement or any other lease which in the opinion of Lessor's counsel will be determinative of the tax treatment under this Agreement whether such action is successful or not. Lessee's pro-rata share shall be determined by the percentage that the Lessor's original cost of leased equipment for all other similar leases of the Lessor involving similar issues of fact or law. In the event the Lessor is successful in securing the tax treatment intended to be taken by Lessor, Lessor shall refund to Lessee the total amount of increased interest (as hereinabove provided) which has been paid by Lessee and rental payments for the remainder of the lease term shall be the original rentals specified in the Equipment Lease Schedules.

Section 8.03 Provisions Regarding Insurance.

At its own expense, Lessee shall cause casualty, public liability and property damage insurance to be carried and maintained sufficient to protect the Full Insurable Value (as that term is hereinafter defined) of the Equipment, and to protect Lessor from liability in all events. All insurance proceeds from casualty losses shall be payable as hereinafter provided in this Agreement. Lessee shall furnish to Lessor Certificates evidencing such coverage throughout the Lease Term. Such Certificates shall name the Lessor as an additional insured or loss payee, as Lessor's interests may appear.

Alternatively, Lessee may insure the Equipment under a blanket insurance policy or policies which cover not only the Equipment, but other properties.

The term "Full Insurable Value" as used herein shall mean the full replacement value of the Equipment or the then applicable Purchase Price, whichever is greater.

Any insurance policy pursuant to this Section 8.03 shall be written with Hancock Whitney Bank as an additional insured or loss payee, as its interests may appear. The Net Proceeds (as defined in Section 9.01) of the insurance required in this Section 8.03 shall be applied as provided in Article IX hereof. Each insurance policy provided for in this Section 8.03 shall contain a provision to the effect that the insurance company shall not cancel the policy or modify it materially and adversely to the interest of Lessor without first giving written notice thereof to Lessor at least ten (10) days in advance of such cancellation.

The Lessee will at all times carry liability insurance from a third party insurer, such coverage being for the joint benefit of the Lessee and Lessor and with the Lessor named as an additional insured.

Under this Agreement, the Lessee is required to maintain property damage insurance from a third party insurer, against loss, theft, damage or destruction from every cause whatsoever for not less than the Full Insurable Value of the Equipment. Alternately, with regard to property damage insurance, and subject to the terms of this Agreement, including the preceding paragraphs of this Section 8.03, the Lessee may optionally elect to self insure through a self insurance program ("Self-Insurance"), against loss, theft, damage or destruction from every cause whatsoever for not less than the Full Insurable Value of the Equipment. Such Self-Insurance shall be in the joint names of the Lessor and Lessee, with the Lessor and Lessee named as loss payees. With regard to any Self-Insurance, which is alternatively elected, chosen, initiated and maintained by the Lessee, in order to meet the requirements of this Agreement, the Lessee does hereby declare and name the Lessor as a joint and additional insured and loss payee with regard to Self-Insurance which, Lessee alternately chooses to implement and maintain in order to meet its responsibilities under this Agreement. With regard to any Self-Insurance elected, in substitution for third party insurance as required by the Agreement, the Lessee agrees that it will at all times maintain sufficient monetary and other necessary resources, under its Self-Insurance election, to enable the Lessee to meet all of its obligations under this Agreement. The Lessee, and the Lessee's Governing Body, agree and declare that they individually and collectively have the necessary experience and sophistication in matters pertaining to any and all risks and responsibilities taken and assumed with the alternative election and choice of Self-Insurance. The Lessee, and the Lessee's Governing Body, individually and collectively understand, that there will be no abatement or reduction of responsibilities under this Agreement (including making rental payments) by Lessee for any reason, including but not limited to, the election of Self-Insurance, loss, theft, damage or destruction from any cause whatsoever.

Section 8.04 Advances.

In the event Lessee shall fail to maintain the full insurance coverage required by this Agreement or shall fail to keep the Equipment in good repair and operating condition, Lessor may (but shall be under no obligation to) purchase the required policies of insurance and pay the premiums on the same or may make such repairs or replacements which are necessary and provide for payment thereof, and all amounts so advanced therefor by Lessor shall become additional rent for the then current Original Term or Renewal Term which amounts Lessee agrees to pay, together with interest thereon at the rate of twelve (12%) per cent per annum or the highest rate permitted by applicable law, whichever is less.

ARTICLE IX
DAMAGES, DESTRUCTION AND CONDEMNATION: USE OF NET PROCEEDS

Section 9.01 Damages, Destruction and Condemnation.

Unless Lessee shall have exercised its option to purchase the Equipment by making payment of the Purchase Price as provided herein, if prior to the termination of the Lease Term; (A) the Equipment or any portion thereof is destroyed (in whole or in part) or is damaged by fire or other casualty; or (B) title to, or the temporary use of, the Equipment of any part thereof or the estate of Lessee or Lessor in the Equipment or any part thereof shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority, Lessee and Lessor will cause the Net Proceeds of any insurance claim or condemnation award to be applied to Lessee's obligations pursuant to Section 9.02 hereof.

For purposes of Section 8.03 and this Article IX, the term "Net Proceeds" shall mean the amount remaining from the gross proceeds of any insurance claim or condemnation award deducting all expenses (including attorney's fees) incurred in the collection of such claim or award.

Section 9.02 Insufficiency of Net Proceeds.

Provided, the Equipment is not deemed to be a total loss, Lessee shall if Lessee is not in default hereunder, cause the repair, replacement or restoration of the Property and pay the cost thereof.

In the event of total destruction or damage to the Equipment, whether or not Lessee is in default, at Lessor's option, Lessee shall pay to Lessor on the rent payment due date next succeeding the date of such loss ("Rent Payment Due Date") the amount of the Purchase Price applicable to such Rent Payment Due Date, plus the Rental Payment due on such date, plus any other amounts payable by Lessee hereunder, and, upon such payment, the Lease Term shall terminate and Lessor's security interest in the Equipment shall terminate as provided in Article XI of this Agreement. The amount of the Net Proceeds in excess of the then applicable Purchase Price, if any, may be retained by Lessee. Lessee agrees that if the Net proceeds are insufficient to pay in full Lessee's obligations hereunder, Lessee shall make such payments to the extent of any such deficiency. Lessee shall not be entitled to any reimbursement therefore from Lessor nor shall Lessee be entitled to any diminution of the amounts payable under Article VI hereof.

ARTICLE X
DISCLAIMER OF WARRANTIES; VENDOR'S WARRANTIES; USE OF THE EQUIPMENT

Section 10.01 Disclaimer of Warranties.

Lessor makes no warranty or representation, either express or implied, as to the value, design, condition, mechanism or fitness for particular purposes or fitness for use of the Equipment, or warranty with respect thereto. In no event shall Lessor be liable for any incidental, indirect, special or consequential damage in connection with or arising out of this Agreement or the existence, furnishing, functioning or Lessee's use of any item or products or services provided for in this Agreement.

Section 10.02 Vendor's Warranties.

Lessor hereby agrees to assign to Lessee solely for the purpose of making and prosecuting any such claim against Vendor, all of the rights which Lessor has against Vendor for breach of warranty or other representation respecting the Equipment. Lessee's sole remedy for the breach of such warranty, indemnification or representation shall be against the Vendor of the Equipment, and not against the Lessor, nor shall such matter have any effect whatsoever on the rights and obligations of Lessor with respect to this Agreement, including the right to receive fully and timely payments hereunder. Lessee expressly acknowledges that Lessor makes, and has made, no representation or

warranties whatsoever as to the existence or availability of such warranties of the Vendor of the Equipment.

Section 10.03 Use of the Equipment.

Lessee will not install, use, operate or maintain the Equipment improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Agreement. Lessee shall provide all permits and licenses, if any, necessary for the installation and operation of the Equipment. In addition, Lessee agrees to comply in all respects (including, without limitation, with respect to the use, maintenance and operation of each item of the Equipment) with all laws of the jurisdiction in which its operations involving any item of Equipment may extend and any legislative, administrative or judicial body exercising any power or jurisdiction over the items of the Equipment; provided, however, that Lessee may contest in good faith the validity or application of any such law or rule in any reasonable manner which does not, in the opinion of Lessor, adversely affect the estate of Lessor in and to any of the items of the Equipment or its interest or rights under this Agreement.

ARTICLE XI

Option to Purchase. At the request of Lessee, Lessor's security interest in the Equipment will be terminated and this Agreement shall terminate: (a) At the end of the Lease Term (including Renewal Terms), upon payment in full of the Rental Payments and other amounts payable by Lessee hereunder; or (b) At the end of the Original Term or any Renewal Term upon payment by Lessee of the then applicable Purchase Price; or (c) If the Lease Term is terminated pursuant to Article IX of this Agreement.

ARTICLE XII

ASSIGNMENT; SUBLEASING; INDEMNIFICATION; MORTGAGING AND SELLING

Section 12.01 Assignment by Lessor.

This Agreement, and the obligations of Lessee to make payments hereunder, may be assigned and reassigned in whole or in part to one or more assignees or subassignees by Lessor at any time subsequent to its execution, without the necessity of obtaining the consent of Lessee. Lessor agrees to give notice of assignment to Lessee and upon receipt of such notice Lessee agrees to make all payments to the assignee designated in the assignment, notwithstanding any claim, defense, set off or counterclaim whatsoever (whether arising from a breach of this Agreement or otherwise) that Lessee may from time to time have against Lessor, or the assignee. Lessee agrees to execute all documents, including notices of assignment and chattel mortgages or financing statements which may be reasonably requested by Lessor or its assignee to protect their interests in the Equipment and in this Agreement.

Section 12.02 No Sale, Assignment or Subleasing by Lessee.

This Agreement and the interest of Lessee in the Equipment may not be sold, assigned or encumbered by Lessee without the prior written consent of Lessor.

Section 12.03 Release and Indemnification Covenants.

To the extent permitted by the laws and Constitution of the State, Lessee shall protect, hold harmless and indemnify Lessor from and against any and all liability obligations, losses, claims and damages whatsoever, regardless of cause thereof, and expenses in connection therewith, including, without limitation, counsel fees and expenses, penalties and interest arising out of or as the result of the entering into of this Agreement, the ownership of any item of the Equipment, the ordering acquisition, use, operation, condition, purchase, delivery, rejection, storage or return of any item of the Equipment or any accident in connection with the operation, use, condition, possession, storage or return of any item of the Equipment resulting in damage to property or injury to or death to any person. The indemnification arising under this paragraph shall continue in full force and effect notwithstanding the full payment of all obligations under this Agreement or the termination of the Lease Term for any reason. Lessee agrees not to withhold or abate any portion of the payments required pursuant to this Agreement by reason of any defects, malfunctions, breakdowns, or infirmities of the Equipment.

ARTICLE XIII

EVENTS OF DEFAULT BY LESSEE AND REMEDIES THEREUPON

Section 13.01 Events of Default by Lessee Defined.

With respect to Lessee, the following shall be "Events of Default" under this Agreement and the terms "Event of Default" and "Default" shall mean, whenever they are used in this Agreement, any one or more of the following events: (a) Failure by Lessee to pay any Rental Payment or other payment required to be paid hereunder at the time specified herein; or (b) Failure by Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in Section 13.01(a), for a period of thirty (30) days after written notice, specifying such failure and requesting that it be remedied as given to Lessee by Lessor, unless Lessor shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected; or (c) Breach of any material representation or warranty by Lessee under this Agreement; or (d) Commencement by Lessee of a case or proceeding under the Federal bankruptcy laws or filing by Lessee of any petition or answer seeking reorganization, arrangement, composition, adjustment, liquidation or similar relief under any existing or future bankruptcy, insolvency or other similar law or any answer admitting or not contesting the material allegations of a petition filed against Lessee in any such proceeding; or (e) A Petition against Lessee in a proceeding under any existing or future bankruptcy, insolvency or other similar law shall be filed and not withdrawn or dismissed within thirty (30) days thereafter.

The foregoing provisions of this Section 13.01 are subject to (i) the provisions of Section 6.06 hereof with respect to nonappropriation; and (ii) if by reason of force majeure Lessee is unable in whole or in part to carry out its agreement on its part herein contained, other than the obligations on the part of the Lessee contained in Article VI hereof, Lessee shall not be deemed in default during the continuance of such inability. The term "force majeure" as used herein shall mean, without limitation, the following: Acts of God, strikes, lockouts or other industrial disturbances; acts of public enemies, order or restraints of any kind of the government of the United States of America or of the State wherein Lessee is located or any of their department, agencies or officials, or any civil or military authority; insurrections; riot, landslides; earthquakes; fire, storms; droughts; floods; or explosions.

Section 13.02 Remedies on Default.

Whenever any event of default referred to in section 13.01 hereof shall have happened and be continuing, Lessor shall have the right, at its sole option without any further demand or notice, to take one or any combination of the following remedial steps: (a) with or without terminating this Agreement, retake possession of the Equipment and sell, lease or sublease the Equipment for the account of Lessee, to be applied to Lessee's obligations hereunder, holding Lessee liable for the Purchase price applicable on the rent payment due date immediately preceding the date of default, plus the Rental payments due on such date, plus any other amounts payable by Lessee hereunder, including, but not limited to, attorney's fees expenses and costs of repossession; (b) Require Lessee at Lessee's risk and expense to promptly return the Equipment in the manner and in the condition set forth in Section 6.06 and 8.01 hereof; (c) If the Lessor is unable to repossess the Equipment for any reason, the Equipment shall be deemed a total loss and Lessee shall pay to Lessor the amount due pursuant to Article IX hereof; and (d) Take whatever action at law or in equity may appear necessary or desirable to enforce its rights as the owner of the Equipment.

Section 13.03 No Remedy Exclusive.

No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

ARTICLE XIV

LESSOR'S WARRANTIES

Section 14.01 Lessor's Warranties.

As to each item of leased Equipment to be leased hereunder, the Lessor warrants that: (a) It has the right to lease the same to Lessee. (b) It will keep each item of leased Equipment free of security interests except for the security interest provided for in Section 7.02 of this Agreement. (c) It will do nothing to disturb Lessee's full right of possession and enjoyment thereof and the exercise of Lessee's rights with respect to the Equipment leased hereunder subject to compliance by Lessee of the terms of this Agreement.

ARTICLE XV

MISCELLANEOUS

Section 15.01 Notices.

All notices, certificates of other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by certified mail, postage prepaid, to the parties at their respective places of business.

Section 15.02 Binding Effect.

This Agreement shall insure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns.

Section 15.03 Severability.

In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 15.04 Amendments.

The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written instrument signed by the Lessor and the Lessee; nor shall any such amendment that affects the rights of Lessor's assignee be effective without such assignee's consent.

Section 15.05 Execution in 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.

Section 15.06 Applicable Law.

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

Section 15.07 Captions.

The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions of sections of the Agreement.

Section 15.08 Entire Agreement.

This Agreement constitutes the entire Agreement between Lessor and Lessee. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing signed by both parties, and then such waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, representations or warranties, express or implied, not specified herein regarding this Agreement or the Equipment lease hereunder. Any terms and conditions of any purchase order or other document (with the exception of Supplements) submitted by Lessee in connection with this Agreement which are in addition to or inconsistent with the terms and conditions of this Agreement will not be binding on Lessor and will not apply to this Agreement. Lessor and Lessee by their signatures acknowledge that each has read this Agreement, understands it, and agrees to be bound by its terms and conditions, and certifies that each signature is duly authorized and the signers are empowered to execute this Agreement on behalf of their respective principals.

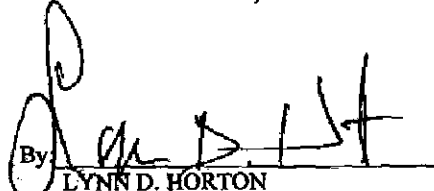
IN WITNESS WHEREOF, Lessor has executed this Agreement in its corporate name with its corporate seal hereunder affixed and attested by its duly authorized officer, and Lessee has caused this Agreement to be executed in its corporate name with its corporate seal hereunto affixed and attested by its duly authorized officers. All of the above occurred as of the date first written below.

LESSOR: HANCOCK WHITNEY BANK

LESSEE: BOARD OF SUPERVISORS OF CLAY COUNTY, MS

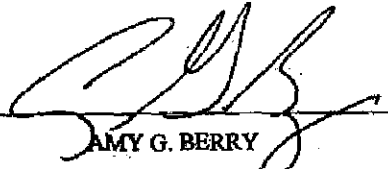
By: _____
MR. JONATHAN KING
PUBLIC FINANCE OFFICER

As of _____, 2018

By: 
LYNN D. HORTON
PRESIDENT, BOARD OF SUPERVISORS

As of _____, 2018

ATTEST:

By: 
AMY G. BERRY
CLERK OF BOARD

As of _____, 2018

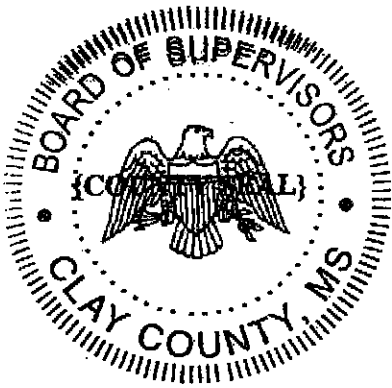


EXHIBIT "A"
RESOLUTION OF LESSEE

EXHIBIT "B"

{ATTACH LEGAL & TAX OPINION FROM LESSEE'S COUNSEL}

EXHIBIT "C"
CERTIFICATE AS TO ARBITRAGE

We, the undersigned, **BOARD OF SUPERVISORS OF CLAY COUNTY, MS** (the "Lessee") being the person duly charged, with others, with responsibility for issuing the Lessee's obligation in the form of that certain agreement entitled "Governmental Lease Purchase Agreement" (the "Agreement") dated July 5, 2018 and issued said date hereby certify that:

1. The Agreement was issued by the Lessee under and pursuant to SEC. 31-7-13(e) MISS. CODE ANN. (1972) Law to finance the acquisition of certain equipment described therein.
2. Pursuant to the Agreement, the Lessee is entitled to receive said equipment in consideration for the obligation of the Lessee under the Agreement. Said equipment will be used in furtherance of the public purposes of the Lessee. The Lessee does not intend to sell equipment or said Agreement or to otherwise dispose of said equipment during the term of the Agreement. The Lessee will not receive any monies, funds, or other "proceeds" as a result of the Agreement.
3. The Lessee expects to make payments under the Agreement from its general funds on the basis of annual appropriations in amount equal to the required payments under the Agreement. The remaining general funds of the Lessee are not reasonably expected to be used to make such payments and no other monies are pledged to the Agreement or reasonably expected to be used to pay principal and interest on the Agreement.
4. The Lessee has not received notice that its Certificate may not be relied upon with respect to its own issues nor has it been advised than any adverse action by the Commissioner of Internal Revenue is contemplated.

To the best of our knowledge, information and belief the expectations herein expressed are reasonable and there are no facts, estimates or circumstances other than those expressed herein that would materially affect the expectations herein expressed.

IN WITNESS WHEREOF, we have hereunto set our hands this ___ day of ___ 2018.

BOARD OF SUPERVISORS OF CLAY COUNTY, MS

By:

[Signature]
LYNN D. BORTON
Board President

By:

[Signature]
AMY G. BERRY
Clerk of Board

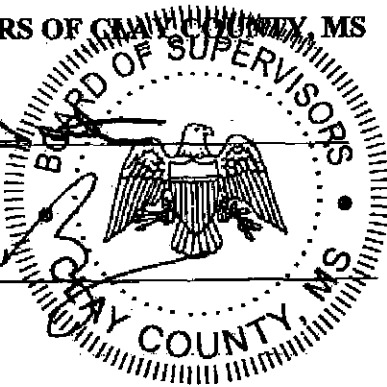
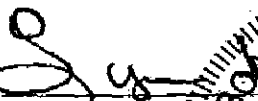
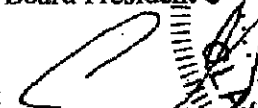


EXHIBIT "D"
DESCRIPTION OF EQUIPMENT

The Equipment that is listed on the invoices attached to this Exhibit D is the subject of the Governmental Lease Purchase Agreement dated _____, 2018 entered into between Hancock Whitney Bank and the Board of Supervisors of Clay County, Mississippi. Lessee hereby certifies that the description of the personal property set forth in the attached invoices constitutes an accurate description of the "Equipment", as defined in the above referenced Governmental Lease Purchase Agreement.

BOARD OF SUPERVISORS OF CLAY COUNTY, MS

By: 
LYNN D. HORTON
Board President

By: 
AMY G. BERRY
Clerk of Board

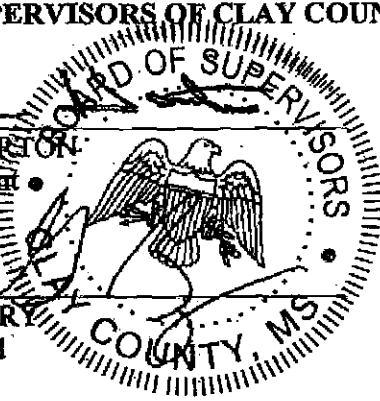


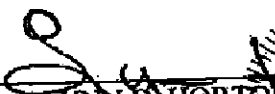
EXHIBIT "E"
RENTAL PAYMENTS

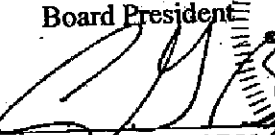
Monthly rentals on this agreement are \$1,867.01. The first rental due on this agreement will be due on the TBD day of TBD 2018 and subsequent monthly rentals will be due on the TBD day of each month thereafter. The lease term of this agreement is 60 monthly payments with a \$1.00 Purchase Option available to the Lessee at contract end. The purchase price during the original or any renewal term shall be the amount set forth as the "balance" or "outstanding balance" on the attached amortization schedule plus \$1.00 plus accrued but unpaid interest amounts as set forth on the attached schedule plus other amounts payable by lessee under the terms of the lease.

EXHIBIT "F"
ACCEPTANCE CERTIFICATE

The undersigned, **BOARD OF SUPERVISORS OF CLAY COUNTY, MS** as Lessee under the Governmental Lease Purchase Agreement (the "Agreement") dated _____, 2018 with **HANCOCK WHITNEY BANK** ("Lessor"), acknowledges receipt in good condition of all of the Equipment described in the Agreement and Exhibit "D" thereto this _____, 2018 and certifies that Lessor has fully and satisfactorily performed all of its covenants and obligations required under the Agreement to date.

BOARD OF SUPERVISORS OF CLAY COUNTY, MS

By: 
LYNN D. HORTON
Board President

By: 
AMY G. BERRY
Clerk of Board

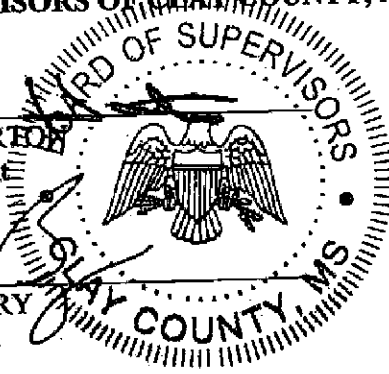


EXHIBIT G
ESSENTIAL USE/SOURCE OF FUNDS LETTER

TO: HANCOCK WHITNEY BANK

RE: Governmental Lease Purchase Agreement

Gentlemen:

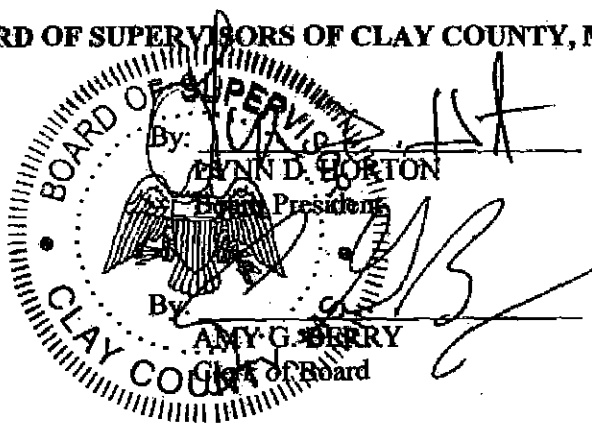
Reference is made to that certain Governmental Lease Purchase Agreement, dated _____, 2018 ("Lease"), between Lessor and us, **BOARD OF SUPERVISORS OF CLAY COUNTY, MS** as Lessee, leasing the personal property ("Property") described in Exhibit "D" to such Lease. This confirms and affirms that the Property is essential to the functions of the undersigned as or to the service we provided to our citizens.

Further, we have an immediate need for, and expect to make immediate use of, substantially all the Property, which need is not temporarily or expected to diminish in the foreseeable future. The Property will be used by us only for the purpose of performing one or more of the governmental or proprietary functions consistent with the permissible scope of our authority.

We expect and anticipate adequate funds to be available for all future payments of rent due after the current fiscal year in as much as there will be a continued need for such property.

Very truly yours,

BOARD OF SUPERVISORS OF CLAY COUNTY, MS



**Exhibit H
BILL OF SALE**

For and in consideration of the purchase price of \$102,503.22 paid by Hancock Whitney Bank, Gulfport, Mississippi ("Lessor"), to the _____ ("Lessee/Vendor"), receipt of which is hereby acknowledged, the Lessee hereby sells, assigns, and transfers to Lessor, the equipment (the "Equipment") now in the possession of Lessee as described on Exhibit D and the attachments thereto.

It is agreed that the Equipment is to remain in the possession of Lessee but that the possession thereof by Lessee shall, from and after the date hereof, be subject to the Governmental Lease Purchase Agreement dated as of _____, 2018 between Lessor and Lessee (the "Agreement"), with the same effect as though the Equipment had been acquired by Lessor and delivered to Lessee as of the date hereof. The rental applicable to the Equipment shall be determined in accordance with the terms of the Agreement.

Lessee hereby represents and warrants that the Equipment is now in the possession of the Lessee and hereby transfers to Lessor the Equipment free and clear of any and all liens and encumbrances, subject to re-conveyance and retention of title to Lessee as provided in the Agreement.

Lessee hereby agrees, upon request of Lessor, to execute and deliver any other instruments, papers, or documents which may be required, or desirable, in the opinion of Lessor in order to give effect to this Bill of Sale.

IN WITNESS WHEREOF Lessee has duly executed this Bill of Sale as of this _____ day of _____ 2018.

BOARD OF SUPERVISORS OF HUNTERWAY COUNTY, MS

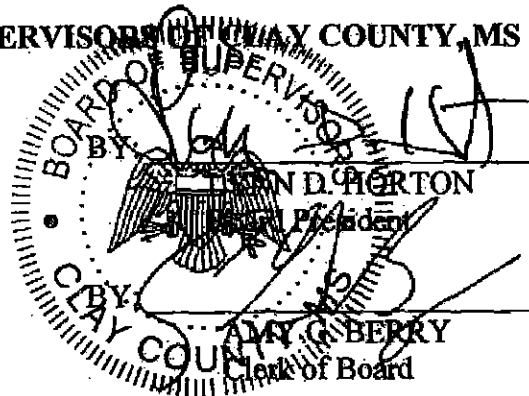


Exhibit J
ASSIGNMENT OF PURCHASE ORDERS

For value received, the **BOARD OF SUPERVISORS OF CLAY COUNTY, MS** ("Assignor") does hereby, sell, assign and transfer to Hancock Whitney Bank, Gulfport, Mississippi ("Assignee") all its right, title and interest in and to and delegates all its duties under the purchase orders attached hereto and made a part hereof (the "Purchase Orders"), including without limitation the right to take title to the equipment (the "Equipment") described in the Purchase Orders and to be named as purchaser in any bills of sale and/or invoices to be delivered in connection therewith, subject to the provisions of the Agreement with respect to the transfer of title to Lessee.

The Assignor represents that the Purchase Orders are in full force and effect and enforceable in accordance with the terms thereof, and are assignable and the duties thereunder delegable and that this Assignment is a valid exercise of the rights of the Assignor.

This Assignment is executed for the purpose of enabling Assignee to purchase the Equipment specified on the Purchase Orders which Assignee will lease to Assignor pursuant to a certain Governmental Lease Purchase Agreement dated as of _____, 2018 and of which this Assignment constitutes an integral part, and is subject to the provisions of the Agreement with respect to the transfer of title to Lessee.

Assignee has caused or will cause all actions to be taken as provided in the Purchase Orders assigned hereby including those pertaining to the delivery, installation, quality and quantities of Equipment.

EXECUTED this ____ day of _____ 2018.

BOARD OF SUPERVISORS OF CLAY COUNTY, MS

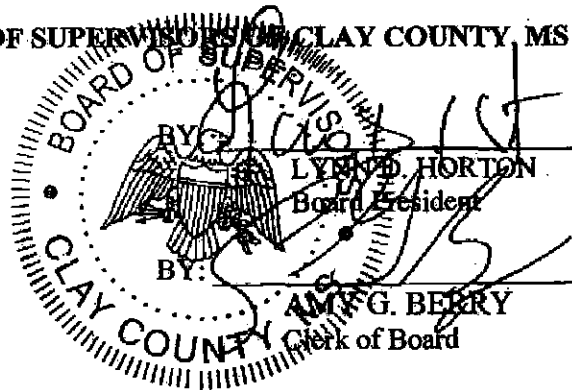


Exhibit K
ASSIGNMENT OF INVOICES

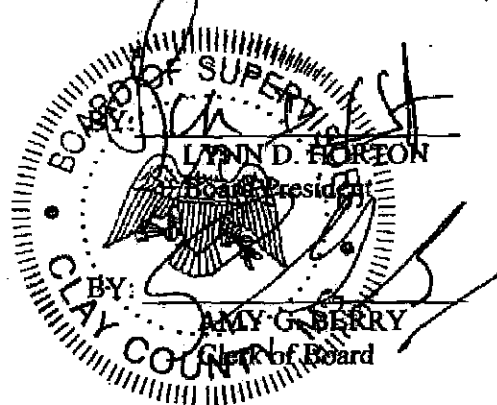
For value received, the **BOARD OF SUPERVISORS OF CLAY COUNTY, MS** ("Assignor") does hereby sell, assign and transfer to Hancock Whitney Bank, Gulfport, Mississippi ("Assignee") all its right, title and interest in and to and delegates its duties under the invoices attached hereto and made a part hereof (the "Invoices").

The Assignor represents that the Invoices are in full force and effect and are assignable and that this Assignment is a valid exercise of the rights of the Assignor.

This Assignment is executed for the purpose of establishing in Assignee clear title to the equipment specified on the Invoices which equipment is subject to that certain Governmental Lease Purchase Agreement dated as of _____, 2018 by the Assignor and Assignee, of which this Assignment constitutes an integral part, including those provisions for the transfer and retention of title to Lessee as provided in the Agreement.

This Assignment of Invoices is executed as of this ____ day of _____ 2018.

BOARD OF SUPERVISORS OF CLAY COUNTY, MS



**EXHIBIT L
CERTIFICATE WITH RESPECT TO
QUALIFIED TAX-EXEMPT OBLIGATION**

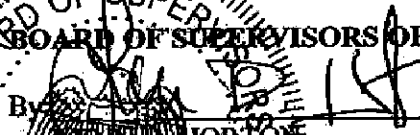
We, the undersigned representatives of the **BOARD OF SUPERVISORS OF CLAY COUNTY, MS** (the "Lessee") being the persons duly charged, with others, with responsibility for issuing the Lessee's obligation in the form of that certain agreement entitled "Governmental Lease Purchase Agreement" (the "Agreement") dated _____, 2018 and issued said date hereby certify that:


1. This Certificate is executed for the purpose of establishing that the Lease has been designated by Lessee as a qualified tax-exempt obligation of Lessee for purposes of the Tax Reform Act of 1986.
2. The Lease being issued by Lessee is in calendar year 2018.
3. No portion of the gross proceeds of the Lease will be used to make or finance loans to persons other than governmental units or be used in any trade or business carried on by any person other than a governmental unit.
4. To the best knowledge and belief of Lessee the Lease is issued to provide financing as a qualified project bond within the meaning of the Act.
5. Including the Lease herein so designated, Lessee has not designated more than \$10,000,000.00 of obligations issued during calendar year 2018 as qualified tax-exempt obligations.
6. Lessee reasonably anticipates that the total amount of qualified tax-exempt obligations to be issued by lessee during calendar year 2018 will not exceed \$10,000,000.00.

To the best of our knowledge, information and belief the expectations herein expressed are reasonable and there are no facts, estimates or circumstances other than those expressed herein that would materially affect the expectations herein expressed.

IN WITNESS WHEREOF, we have hereunto set our hands this ____ day of _____ 2018.

BOARD OF SUPERVISORS OF CLAY COUNTY, MS

By:  _____
HORTON
Board President

By:  _____
COLEBERRY
Board

CLAY COUNTY, MS
Board

TURNER & ASSOCIATES, P.L.L.C.

ATTORNEYS AND COUNSELORS AT LAW
THE JUSTICE COMPANY BLDG.
WEST POINT, MISSISSIPPI 39773-1500

MAIL
P.O. DRAWER 1500

TELEPHONE
(662) 494-6611

FACSIMILE
(662) 494-4814

July 13, 2018

Hancock Whitney Bank
Public Finance Department
P.O. Box 4019
Gulfport, Mississippi 39502

**RE: Lease-Purchase of Equipment by Board of Supervisors of Clay County, MS
District 5 (New Caterpillar Backhoe)**

Dear Madam/Sir:

Pursuant to your request, we hereby render the following opinion regarding the Governmental Lease Purchase Agreement (the "Agreement"), dated July 5, 2018, between the Board of Supervisors of Clay County, Mississippi (the "Lessee") and, Hancock Whitney Bank (the "Lessor").

We have acted as counsel to the Lessee with respect to certain legal matters pertaining to the Agreement, and to the transactions contemplated thereby. We are familiar with the Agreement and we have examined such agreements, schedules, statements, certificates, records, including minutes of the governing body of the Lessee and any other governing authority, and other instruments of public officials, Lessee, and other persons, as we have considered necessary or proper as a basis for the opinions hereinafter stated.

Based on such examination, we are of the opinion that:

1. Lessee has full power, authority and legal right to purchase equipment, as defined in the Agreement, and to execute, deliver and perform the terms of the Agreement. The purchase of the equipment and the execution, delivery and performance of the Agreement has been duly authorized by all necessary action on the part of Lessee and any other governing authority and does not require the approval of, or giving of notice to, any other federal, state, local, or foreign governmental authority and does not contravene any law binding on Lessee or contravene any indenture, credit agreement or other agreement to which Lessee is a party or by which it is bound. The Agreement grants the Lessor a valid, first priority security interest in the Equipment.



452 EAST STREET

2. The agreement has been duly authorized, executed and delivered and constitutes a legal, valid and binding obligation of Lessee, enforceable in accordance with its terms.
3. All required procedures and laws for the purchase of the equipment and the execution, delivery and performance of the Agreement, including competitive bidding, if applicable, have been complied with, and all will be paid out of funds which are legally available for such purposes.
4. With respect to the tax-exempt status of the portion of rental payments under the Agreement, under present law:
 - (a) The Agreement is a conditional sales agreement which qualifies as an obligation for purposes of Section 103(a) of the Internal Revenue Code of 1986, as amended (the "Code"), and the Treasury regulations and rulings thereunder.
 - (b) The interest portion of the rental payments under the terms of the Agreement is exempt from federal income taxation pursuant to Section 103(a) of the Code and the Treasury regulations and rulings thereunder. The interest portion of the rental payments under the terms of the Agreement is exempt from Mississippi Income Taxation.
5. The Lessee has designated the Agreement as a qualified tax-exempt obligation of Lessee for purposes of Section 265(b)(3) of the Internal Revenue Code of 1986.
6. There are no pending or threatened actions or proceedings before any court, administrative agency or other tribunal or body against Lessee which may materially affect Lessee's financial condition or operations; or which could have any effect whatsoever upon the validity, performance or enforceability of the terms of the Agreement.

This opinion is being furnished to you in connection with the above-referenced transaction. The opinions expressed herein are for the sole benefit of and may be relied upon by the Lessor and its assigns and are not to be delivered to or relied upon by any other party without prior written consent.

Hancock Whitney Bank
Public Finance Department
July 13, 2018
Page Three.

If I can be of further assistance, please do not hesitate to call.

Sincerely yours,

TURNER & ASSOCIATES, P.L.L.C.



Angela Turner Ford

cc: Mr. Lynn D. Horton, President
Ms. Amy G. Berry, Clerk
Mr. Joe Chandler, Supervisor District 5

Information Return for Tax-Exempt Governmental Obligations

► Under Internal Revenue Code section 149(e)
 ► See separate instructions.

OMB No. 1545-0720

Caution: If the issue price is under \$100,000, use Form 8038-GC.

Part I Reporting Authority

If Amended Return, check here ►

1 Issuer's name Board of Supervisors Clay County, MS		2 Issuer's employer identification number (EIN) 64-6000252	
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions) Amy Berry - Chancery Clerk		3b Telephone number of other person shown on 3a 662-494-3124	
4 Number and street (or P.O. box if mail is not delivered to street address) P. O. Box 815	Room/suite	5 Report number (For IRS Use Only) 3	
6 City, town, or post office, state, and ZIP code West Point, MS 39773		7 Date of issue	
8 Name of issue Clay County LP Series 2018		9 CUSIP number None	
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions) Amy Berry - Chancery Clerk		10b Telephone number of officer or other employee shown on 10a 662-494-3124	

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.

11	Education	11		
12	Health and hospital	12		
13	Transportation	13		
14	Public safety	14	\$102,503	22
15	Environment (including sewage bonds)	15		
16	Housing	16		
17	Utilities	17		
18	Other. Describe ►	18		
19	If obligations are TANs or RANs, check only box 19a			<input type="checkbox"/>
	If obligations are BANs, check only box 19b			<input type="checkbox"/>
20	If obligations are in the form of a lease or installment sale, check box			<input checked="" type="checkbox"/>

Part III Description of Obligations. Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21		\$ 102,503.22	\$ N/A	N/A years	3.55 %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)

22	Proceeds used for accrued interest	22		
23	Issue price of entire issue (enter amount from line 21, column (b))	23	\$102,503	22
24	Proceeds used for bond issuance costs (including underwriters' discount)	24		
25	Proceeds used for credit enhancement	25		
26	Proceeds allocated to reasonably required reserve or replacement fund	26		
27	Proceeds used to currently refund prior issues	27		
28	Proceeds used to advance refund prior issues	28		
29	Total (add lines 24 through 28)	29	\$102,503	22
30	Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30		

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.

31	Enter the remaining weighted average maturity of the bonds to be currently refunded	years
32	Enter the remaining weighted average maturity of the bonds to be advance refunded	years
33	Enter the last date on which the refunded bonds will be called (MM/DD/YYYY)	
34	Enter the date(s) the refunded bonds were issued (MM/DD/YYYY)	

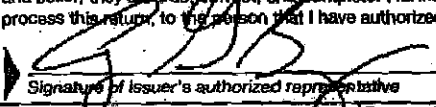
For Paperwork Reduction Act Notice, see separate instructions.

Cat. No. 83773S

Form **8038-G** (Rev. 9-2011)

Part VI Miscellaneous

- 35 Enter the amount of the state volume cap allocated to the issue under section 141(b)(5) 35
- 36a Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) (see instructions) 36a
- b Enter the final maturity date of the GIC ▶ _____
- c Enter the name of the GIC provider ▶ _____
- 37 Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units 37
- 38a If this issue is a loan made from the proceeds of another tax-exempt issue, check box and enter the following information:
 - b Enter the date of the master pool obligation ▶ _____
 - c Enter the EIN of the issuer of the master pool obligation ▶ _____
 - d Enter the name of the issuer of the master pool obligation ▶ _____
- 39 If the issuer has designated the issue under section 265(b)(3)(B)(i)(iii) (small issuer exception), check box
- 40 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box
- 41a If the issuer has identified a hedge, check here and enter the following information:
 - b Name of hedge provider ▶ _____
 - c Type of hedge ▶ _____
 - d Term of hedge ▶ _____
- 42 If the issuer has superintegrated the hedge, check box
- 43 If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box
- 44 If the issuer has established written procedures to monitor the requirements of section 148, check box
- 45a If some portion of the proceeds was used to reimburse expenditures, check here and enter the amount of reimbursement ▶ _____
 - b Enter the date the official intent was adopted ▶ _____

Signature and Consent	Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.			
	 Signature of issuer's authorized representative	Date	Amy Berry - Chancery Clerk Type or print name and title	
Paid Preparer Use Only	Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed PTIN
	Firm's name ▶	Firm's EIN ▶		
	Firm's address ▶	Phone no. ▶		



INVOICE

THOMPSON MACHINERY/THOMPSON POWER

DIVISIONS OF

THOMPSON MACHINERY COMMERCE CORPORATION

MACHINE TERMS: DUE UPON RECEIPT

LaVERGNE, TN (615) 256-2424	MEMPHIS, TN (901) 332-3051	COLUMBUS, MS (601) 327-3083	GREENWOOD, MS (662) 453-5233	TUPELO, MS (662) 844-1834	CAMDEN, TN (731) 564-2732	CLARKSVILLE, TN (831) 652-6496	JACKSON, TN (731) 888-4240
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SOLD TO

CLAY CO #5
PO BOX 815
WEST POINT MS

SHIP TO

39773-0815

G0076801	05-10-18	179200	42475		14	G	0C1	2	1
G00768	05-09-18		10	COMM CARR					337268
AA	420F2	HWC02942					7.0		29924

CUSTOMER CONTACT: JOE CHANDLER

EQUIPMENT SALE
CATERPILLAR INC. MODEL 420F2

BACKHOE 420 CA ES MP

1.0 ID NO: 29924 SERIAL NO: HWC02942
PIN: *CAT0420FAHWC02942*

102503.22

REF: 493-8171
FOB: WEST POINT, MS

MODEL: 420F2
S/N: HWC02942
AMOUNT: \$102,503.22

STD WARRANTY
EXT WARR: 60/1500 POWERTRAIN + HYDRAULIC

- 1.0 REF: 450-8448 420F2 BHL ST, TIER 4, HRC
- 1.0 337-9696 COUNTERWEIGHT, 1015 LBS
- 1.0 398-2681 RIDE CONTROL
- 1.0 398-2882 COLD WEATHER PACKAGE, 120V HRC
- 1.0 433-4806 SEAT, DELUXE FABRIC
- 1.0 447-0049 PRODUCT LINK, CELLULAR, PL641I
- 1.0 450-8530 HYDRAULICS, MP, 6FCN/8BNK, ST
- 1.0 450-8606 PT, 4WD, STD SHIFT
- 1.0 450-8683 CAB, DELUXE
- 1.0 450-8715 AIR CONDITIONER, T4
- 1.0 450-8730 STICK, EXTENDABLE, 14FT
- 1.0 450-8757 ENGINE, 74.5KW, C4.4 ACERT, T4F
- 1.0 0P-9001 LANE 1 ORDER
- 1.0 325-5100 BUCKET, LOADER (NONE)

TITLE TO EQUIPMENT LISTED ON THIS INVOICE SHALL
REMAIN IN THOMPSON MACHINERY COMPANY UNTIL
PURCHASE PRICE SHALL HAVE BEEN PAID IN FULL.

PAY THIS AMOUNT ▶	
AMOUNT CREDIT ▶	

EDE M/D/V

PLEASE REMIT TO: P.O. BOX 535496, Atlanta, GA 30353-5496

CUSTOMER



INVOICE

THOMPSON MACHINERY/THOMPSON POWER
DIVISIONS OF
THOMPSON MACHINERY COMMERCE CORPORATION

MACHINE TERMS: DUE UPON RECEIPT

LaVERGNE, TN (615) 256-2424 MEMPHIS, TN (901) 332-3051 COLUMBUS, MS (662) 327-3083 GREENWOOD, MS (662) 453-5233 TUPELO, MS (662) 844-1834 CAMDEN, TN (731) 984-2732 CLARKSVILLE, TN (631) 652-5486 JACKSON, TN (731) 988-4240

SOLD TO

SHIP TO

CLAY CO #5
PO BOX 815
WEST POINT MS

39773-0815

Table with columns for machine ID, date, quantity, description, and price. Includes rows for G0076801, G00768, and AA 420F2.

- 1.0 380-8961 TIRES, 12.5 80/19.5L-24, FS
1.0 430-9944 INSTRUCTIONS, ANSI
1.0 206-1747 BELT, SEAT, 2" SUSPENSION
1.0 9R-6007 STABILIZER PADS, FLIP-OVER
1.0 175-7877 BUCKET, HOE, (NONE)
1.0 421-8926 SERIALIZED TECHNICAL MEDIA KIT
1.0 461-6839 SHIPPING/STORAGE PROTECTION
1.0 462-1033 RUST PREVENTATIVE APPLICATOR
1.0 0P-0210 PACK, DOMESTIC TRUCK
1.0 353-1389 GUARD, STABILIZER
1.0 491-6734 WORKLIGHTS (8) HALOGEN LAMPS
ATT: CT BL160223600 CAT ATTACHMENTS
ID NO: 21108 BUCKET
1.0 219-3387 BUCKET-HD, 24", 6.2 CFT
ATT: CT 180202780 CAT ATTACHMENTS
ID NO: 30908 BUCKET
1.0 337-7438 BUCKET-MP, 1.3 CYD, W/ BOCE

AS PER CLAY COUNTY #5 PURCHASE ORDER #42475
PURCHASED ON STATE CONTRACT #82000367

THANK YOU FOR YOUR BUSINESS

PLEASE REMIT TO:
P.O. BOX 535496, ATLANTA, GA 30353-5496

TITLE TO EQUIPMENT LISTED ON THIS INVOICE SHALL
REMAIN IN THOMPSON MACHINERY COMPANY UNTIL
PURCHASE PRICE SHALL HAVE BEEN PAID IN FULL.

Table with columns for PAY THIS AMOUNT and AMOUNT CREDIT.

EDE M/D/V

PLEASE REMIT TO: P.O. BOX 535496, Atlanta, GA 30353-5496

CUSTOMER



INVOICE

THOMPSON MACHINERY/THOMPSON POWER
DIVISIONS OF
THOMPSON MACHINERY COMMERCE CORPORATION

MACHINE TERMS: DUE UPON RECEIPT

LaVERGNE, TN (615) 258-2424	MEMPHIS, TN (901) 332-3051	COLUMBUS, MS (662) 327-3083	GREENWOOD, MS (662) 453-5233	TUPELO, MS (662) 844-1834	CAMDEN, TN (731) 584-2732	CLARKSVILLE, TN (931) 552-5486	JACKSON, TN (731) 988-4240
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SOLD TO

SHIP TO

CLAY CO #5
PO BOX 815
WEST POINT MS

39773-0815

G0076801	05-10-18	179200	42475		14	G	0C1	2	3
G00768	05-09-18		10	COMM CARR					337268
AA	420F2	HWC02942					7.0		29924

NON TAXABLE-MS

TITLE TO EQUIPMENT LISTED ON THIS INVOICE SHALL
REMAIN IN THOMPSON MACHINERY COMPANY UNTIL
PURCHASE PRICE SHALL HAVE BEEN PAID IN FULL.

PAY THIS
AMOUNT ▶

102503.22

AMOUNT
CREDIT ▶

EDE M/D/V

PLEASE REMIT TO: P.O. BOX 535496, Atlanta, GA 30353-5496

CUSTOMER

PURCHASE ORDER
CLAY COUNTY
WEST POINT, MS
662-494-3124

Requisition #: 24385

OPEN

PO #: 42475
Date: 4/05/2018

Vendor #: 8428

Bill to:
CLAY COUNTY DISTRICT FIVE
365 COURT ST
PO BOX 815
WEST POINT MS 39773-0000

THOMPSON MACHINERY

P.O. BOX 535496
ATLANTA GA 30353-5496

Ship to:
CLAY COUNTY DISTRICT 5
365 COURT ST
PO BOX 815
WEST POINT MS 39773-0000

Bid Date:

Contract Date:

QUANTITY	DESCRIPTION	PRICE	TOTAL
1.00	2018 420F BACKHOE LOADER 155- -	102503.22	102503.22
	24" REAR BUCKER AND MP FR 155- -		
	BUCKET FOR DISTRICT 5 155- -		
	STATE CONTRACT # 82000367 155- -		

TOTAL AMOUNT OF PURCHASE ORDER: 102503.22


Purchase Clerk

ORIGINAL DATE OF PRINT: 4/05/2018 16:28:01

PURCHASE REQUISITION

CLAY COUNTY PURCHASING
P.O. Box 815, County Courthouse
West Point, MS 39773
662-494-3313

Requisition 24385

Related Purchase Order No: 42475

D⁵
County Department or Office

4/5/2018
Date

Budget to be Charged:
D⁵

Date Needed

Delivery to:

Quantity Requested	Description of Items Requested	(For Purchase Clerk's Use Only)
1	2018 420F Backhoe Loader	
	See quote Attached	
	For breakdown	

MY OFFICE PRODUCTS—TUPELO, MS 38901

Approved: [Signature]
Authorized Signature



SALES ORDER

Thompson Machinery

Date of order 4/5/2018

CLAY CO #5
 PO BOX 815
 WEST POINT, MISSISSIPPI 39773-0815

PO BOX 815
 WEST POINT, MISSISSIPPI 39773-0815
 CLAY

Name Casey Brooks
 Phone 662-251-6260
 Email Casey.Brooks@tncat.com
 Rep # 0C1

Customer #179200 SIC Code

West point, MS
 Dealer

2018 420F Backhoe Loader
 24" Rear Bucket
 MP Front Bucket

N

OHWC02942 \$102,503.22

STATE CONTRACT # 8200936742

	60	1500
PWT+HYD		

Warranty service does not include mileage charges. Thompson Machinery provides complimentary travel time and mileage for warrantable repairs in the field for the first three (3) months of use.

For the value received I/we hereby bargain and sell, grant and deliver unto Thompson Machinery the following described equipment:

0
\$0.00
\$0.00
\$0.00

I/we hereby certify that there is no lien, claim, debt, mortgage, or encumbrance of any kind, nature or description against this property now existing of record or otherwise and that same is free and clear and is my/our sole and absolute property except for such prior encumbrances as described above.

TRADE-IN	\$0.00
DOWN PAYMENT	\$0.00
SUB TOTAL	\$102,503.22
*SINGLE ARTICLE TAX	\$0.00
*STATE SALES TAX	\$0.00
*LOCAL SALES TAX	\$0.00
RECORDING FEES	\$0.00
AMOUNT TO FINANCE	\$102,503.22

Months	Advance		Arrears	
	Payment	Rate	Arrears	Rate
12	\$8,795.00	6.3000%	\$8,836.23	6.3000%
24	\$17,590.00	6.3000%	\$4,556.87	6.3000%
36	\$26,385.00	6.3000%	\$3,132.30	6.3000%
48	\$35,180.00	6.3000%	\$2,421.42	6.3000%
60	\$43,975.00	6.3000%	\$1,996.00	6.3000%

NAME
 SIGNATURE
 TITLE
 DATE
 P.O. #

NOTICE TO PURCHASER

1. Do not sign this contract before you read it or if not fully completed.
2. The purchaser acknowledges that the warranty on the reverse side hereof was read and understood by the Purchaser and that he accepts and agrees to the provisions therein.



3. This Sales Order is subject to the General Terms and Condition contained on the back of this Order. Purchaser has read this Order in its entirety, including the General Terms and Condition contained on the back of this Order, and agrees to be bound by all such Terms and Conditions.
4. Equipment is sold "as is" unless otherwise stated.
5. * Actual invoice amounts may be different due to changes in FOB Point, tax certificates, extended warranty, or additions and deletions of attachments quoted above.

RECEIVING REPORT
CLAY COUNTY
West Point, MS 39773

040319

Vendor: Thompson Machinery
Equipment Sale
Caterpillar inc.

Date Received 5-9-18

TO BE FILLED IN BY PURCHASE CLERK:

Purchase Requisition Number _____

Purchase Order Number _____

Shipped From: Columbus, Ms.

Shipped Via: Clay Co. D-5

Quantity Received	Description of Commodities or Services Received
1	<u>Caterpillar Backhoe H20</u>
	<u>Model 430FR</u>
	<u>Serial No HWC00943</u>
	<u>ID No 29924</u>

Received By: John W Taylor

Agrees with Purchase Order Except as Noted:
[Signature]

Receiving Clerk, Inventory Custodian, or Deputy

Clerk (Purchase Dept. or Accounting Dept.)

INSTRUCTIONS

1. A receiving report shall be prepared and should be delivered (Copy 3) to the purchase clerk no later than noon on the third regular business day after receipt of the commodities or services.
2. Copy 1 shall be sent to the clerk of the board of supervisors.
3. Copy 2 shall be sent to the Requisitioning Department (or inventory control clerk, if applicable).
4. The clerk of the board shall attach the purchase requisition, purchase order, and receiving report to the vendor's properly itemized invoice prior to entry upon the docket of claims.
5. Copy 4 shall be retained in the office of the receiving clerk.

WHITE - Clerk of Board of Supervisors / CANARY - Requisition Department / BLUE - Purchase Clerk File / PINK - Office of Receiving Clerk



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/17/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 750 Woodlands Parkway, Suite 200 Ridgeland MS 39157	CONTACT NAME: PHONE (A/C, No. Ext): 601-956-5810 FAX (A/C, No): 601-957-7095 E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE NAIC #	
INSURED Clay County BOS P.O. Box 815 West Point MS 39773	INSURER A: Charter Oak Fire Insurance Company 25615	
	INSURER B: Travelers Property Casualty Co of America 25674	
	INSURER C:	
	INSURER D:	
	INSURER E:	


COVERAGES CERTIFICATE NUMBER: 312764675 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL ISDR (INSR) / WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		ZLP15T06009	9/1/2017	9/1/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$ COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY					EACH OCCURRENCE \$ AGGREGATE \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			
B	Property		6302G68578A	9/1/2017	9/1/2018	Cat Backhoe 102,503.22

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Hancock Bank is less payee and additional insured as respects the Cat Backhoe Serial #IWC02942 valued at \$102,503. Actual Cash value valuation.

CERTIFICATE HOLDER**CANCELLATION**

Hancock Bank 2510 14th St. Gulfport MS 39501	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	---

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NO. _____

**IN THE MATTER OF ACCEPTING AND AWARDING THE LEASE PURCHASE
QUOTES FOR THE PURCHASE OF E911 CAD SYSTEMS TO HANCOCK WHITNEY
BANK**

There came on this day for consideration the matter of accepting and awarding the lease purchase quote for the purchase of E911 CAD Systems to Hancock Whitney Bank.

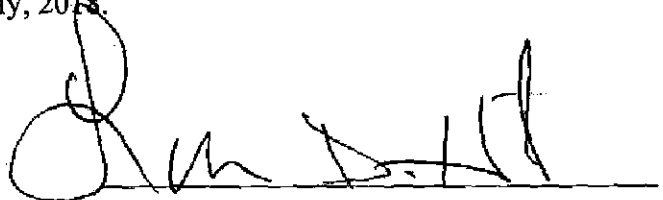
It appears to this Board at the November 9, 2017 meeting this Board accepted and awarded the lease purchase bid for the E911 CAD System to BancorpSouth Bank; however, the lease purchase bid was only good for 60 days and the equipment was not installed, trained, and received until May/June 2018, and;

It appears to this Board comes now the Chancery Clerk, Amy Berry, presenting to the Board two quotes from BancorpSouth Bank and Hancock Whitney Bank; and;

It appears to this Board of the two quotes Hancock Whitney Bank would have the lowest and best quote for the lease purchase financing at a rate of 3.55% for 60 months with a monthly payment of \$ 2,880.54 as attached hereto as Exhibit A.

After motion by Shelton Deanes and second by Joe Chandler this Board doth vote unanimously to authorize and approve to accept and award the quote to Hancock Whitney Bank as stated above and as attached hereto as Exhibit A and furthermore, authorizes the President to execute all lease purchase documents.

SO ORDERED this the 5th day of July, 2018.



Lynn D. Horton, President

Amy Berry

From: Bob Lee <blee@bxsef.com>
Sent: Friday, June 29, 2018 5:47 PM
To: Amy Berry
Subject: Re: E911 CAD System

Amy,

That rate and proposal expired back in January. You will need to go back out for bid on the rate. We have had two increases in the prime rate and with the new tax law that went into effect this year rates have gone up. When the corporate tax rate went from 35% to 21% banks do not get the same tax advantage as before, That caused the muni rates to increase along with the prime rate increases. 60 month rates are over 3% now.

Let me know if you want a new quote.

Thanks,

Bob Lee

1st Vice President | Municipal Sales Manager
BancorpSouth Equipment Finance | 12 Thompson Park | Hattiesburg, MS 39401
O. 601-554-4513 | C. 601-310-1091 | F. 601-545-1830 | bob.lee@bxs.com

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On Thu, Jun 28, 2018 at 3:10 PM, Amy Berry <aberry@claycounty.ms.gov> wrote:

Bob,

Just let me know when I need to do something regarding the paperwork on the lease.

Thank you!

Amy

From: Amy Berry [mailto:aberry@claycounty.ms.gov]
Sent: Monday, June 18, 2018 3:54 PM
To: Bob Lee (blee@bxsef.com)
Subject: E911 CAD System

Attached is the invoice and paperwork.

From: chanceryofficecopier@claycounty.ms.gov [mailto:chanceryofficecopier@claycounty.ms.gov]
Sent: Tuesday, June 05, 2018 6:22 PM
To: Amy Berry
Subject: Attached Image

CONFIDENTIALITY STATEMENT

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7/5/2018

Sent Via Email:

Clay County MS

It is a pleasure to submit for your consideration the following proposal to provide lease-purchase financing based on the terms and conditions set forth below:

1. Lessor: BancorpSouth Equipment Finance, a division of BancorpSouth Bank
2. Lessee: Clay County MS
3. Equipment Description: CAD System
4. Equipment Cost: \$158,148.50
5. Lease Term: 5 years
6. Lease Payments: (These are approximate payment amounts. The actual payment will be determined at funding date.)

60 Monthly Payments of \$2,891.89
Arrears
7. Lease Rate: 60 – 3.71%
(Rate indexed to 5.00% prime rate)
Rate could increase with increase in prime rate
8. Funding Date: This proposal is contingent upon the equipment being delivered and the lease funded prior to 7/30/2018. Any extension of the funding or delivery date must be in writing.
9. Purchase Option: Title is passed to Lessee at lease expiration for no further consideration.
10. Non-appropriation/Termination: The lease provides that Lessee is to make reasonable efforts to obtain funds to satisfy the obligation in each fiscal year. However, the lease may be terminated without penalty in the event of non-appropriation. In such event, the Lessee

agrees to provide an attorney's opinion confirming the events of non-appropriation and Lessee's exercise of diligence to obtain funds.

- 11. **Bank Qualification:** This lease-purchase financing shall be designated as a bank qualified tax-exempt transaction as per the 1986 Federal Tax Bill. **This means that the Lessee's governing body will pass a resolution stating that it does not anticipate issuing more than \$10 million in General Obligation debt or other debt falling under the Tax Bill's definition of qualifying debt during the calendar year that the lease is funded.**
- 12. **Tax Status:** This proposal is subject to the Lessee being qualified as a governmental entity or "political subdivision" within the meaning of Section 103(a) of the Internal Revenue Code of 1954 as amended, within the meaning of said Section. Lessee agrees to cooperate with Lessor in providing evidence as deemed necessary or desirable by Lessor to substantiate such tax status.
- 13. **Net Lease:** This will be a net lease transaction whereby maintenance, insurance, taxes (if applicable), compliance with laws and similar expenses shall be borne by Lessee.
- 14. **Financial Statements:** Complete and current financial statements must be submitted to Lessor for review and approval of Lessee creditworthiness.
- 15. **Lease Documentation:** This equipment lease-purchase package is subject to the mutual acceptance of lease-purchase documentation within a reasonable time period, otherwise payments will be subject to market change.

If the foregoing is acceptable, please so indicate by signing this letter in the space provided below and returning it to BancorpSouth Equipment Finance. **The proposal is subject to approval by BancorpSouth Equipment Finance's Credit Committee and to mutually acceptable terms, conditions and documentation.**

Acceptance of this proposal expires as the close of business on 7/30/2018. Extensions must be approved by the undersigned.

Any concerns or questions should be directed to Bob Lee at 1-800-222-1610.

Bob Lee

Bob Lee
Municipal Finance Manager

ACKNOWLEDGMENT AND ACCEPTANCE

By: _____
Title

Date: _____



VIA EMAIL

July 3, 2018

Board of Supervisors
Clay County, Mississippi
C/o Ms. Amy Berry

Re: Lease Purchase Financing – One (1) New CAD System

Gentlemen:

We understand that Clay County, Mississippi is considering lease-purchase financing for One (1) New CAD System (hereinafter the "Equipment") under the authority of Sec. 31-7-13(e) of the Miss. Code of 1972, as amended. The Equipment's total cost is not expected to exceed \$158,148.50 and 100% of the cost will be financed.

The rates provided below assumes that the debt will be designated as "bank-qualified" tax exempt within the meaning of Sec. 265(b)(3) of the Internal Revenue Code of 1986, as amended. If it is determined that the County is ineligible to issue bank-qualified debt this calendar year, different rates will apply.*

<u>Amount Financed:</u>	<u>Terms**:</u>	<u>Rate:</u>
\$158,148.50	60 monthly payments @ \$2,880.54 per month	3.55%

◆ No Prepayment Charges or Penalties ◆ No Additional Charges of Any Kind ◆

* Determination of taxability would be the responsibility of the County's legal counsel.

** The County will certify that the Equipment will not be replaced by other equipment, performing the same or similar functions, until the term of the financing option expires.

P.O. Box 4019 Gulfport, MS 39502
P (228) 563-5708 | F (228) 563-5721
www.hancockwhitney.com



Clay County, Mississippi
Page 2

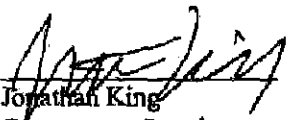
This proposal assumes compliance by the County with applicable state and federal law governing borrowings by political subdivisions. In addition, normal Bank credit approval requirements for lending to these types of entities would apply. Credit approval includes approval of both the manufacturer and vendor of the Equipment to be purchased. Necessary documentation would include, but not be limited to, a legal and tax opinion from issuer's legal counsel. Liability and physical damage insurance would be required with Hancock Bank being shown as the additional insured and/or loss payee as its interest may appear.

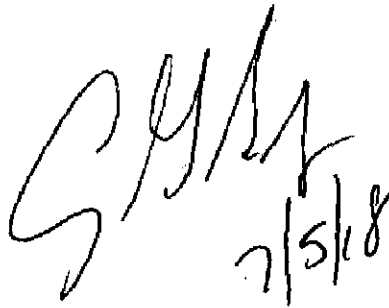
This proposal is good if accepted within 30 days and the obligation is funded within 60 days of the date of this letter.

Thank you for considering Hancock Bank for your Governmental Leasing needs!

Sincerely,

HANCOCK BANK


Jonathan King
Government Leasing
Public Finance Department


SJM
7/5/18

P.O. Box 4019 Gulfport, MS 39502
P (228) 563-5708 | F (228) 563-5721
www.hancockwhitney.com

HANCOCK WHITNEY BANK

Lease Purchase Closing Memorandum

Transaction Profile

Date of Funding: TBD
Government Name: Clay County, Mississippi
Type of Governing Body: Board of Supervisors
Amount, Rate & Term of Lease: \$158,148.50 / 3.55% / 60 months
Monthly Payment Amount: \$2,880.54
Equipment Description: One (1) New CAD System

Schedule & Description of Closing Documents

Step # and Document Description:

1. **Authorizing Resolution** – This document authorizes the lease purchase financing by the governing body and gives the appropriate officials the authority to enter into such contract. The Resolution must be passed by the Board of Supervisors and executed (signed) by the Board President and Chancery Clerk before any other document is executed. The original, signed copy needs to be sent back to Hancock Whitney Bank in the Federal Express envelope provided within.
2. **Governmental Lease Purchase Agreement** – This document is the contract between the lessor and the lessee (Clay County) which is the basis of the transaction. This Agreement must be signed and dated on or after the Resolution is passed and before or at the funding of the lease (not after!). The original, signed copy needs to be sent back to Hancock Whitney Bank in the Federal Express envelope provided within.
3. **Attachments to the Lease Agreement** – These various documents support and perfect the Lease Agreement as well as the interests of the parties to the transaction. These documents should be signed and executed by the appropriate officials and dated with the same date as that of the Lease Agreement. The original, signed copies need to be sent back to Hancock Whitney Bank in the Federal Express envelope provided within.

Important Notes Regarding Attachments:

- IRS Form 8038G – Hancock Whitney Bank will file this form with the Internal Revenue Service, as required by law, on behalf of the County. Please have it signed by the appropriate official and return it to Hancock Whitney Bank along with the rest of the documents.
 - Purchase Orders and Invoices – Hancock Whitney Bank must have all Purchase Orders and Invoices (copies are sufficient) issued to or received from the equipment vendor.
 - Evidence of Insurance – Hancock Whitney Bank must be shown as additional insured and loss payee on the equipment's insurance policy. Please provide an insurance certificate or some other form of evidence of insurance.
4. **Legal Opinion of Lessee's Counsel** – This opinion must be printed on the Board Attorney's letterhead and dated on or after the date of the Lease Agreement (not before!). The original, signed copy needs to be sent back to Hancock Whitney Bank in the Federal Express Envelope provided within.

*****Please Note:** There is no need to make copies of the documents. Hancock Whitney Bank will provide a package containing copies of all transaction documents soon after closing.

AUTHORIZING RESOLUTION

BOARD MEMBER Deanes moved the adoption of the following Resolution and Order:

A RESOLUTION OF THE BOARD OF SUPERVISORS, THE GOVERNING BODY ("THE BOARD") OF CLAY COUNTY, MISSISSIPPI (THE "LESSEE"), FINDING IT NECESSARY TO ACQUIRE EQUIPMENT FOR GOVERNMENTAL OR PROPRIETARY PURPOSES AUTHORIZED BY LAW; FINDING THAT IT WOULD BE IN THE PUBLIC INTEREST TO ACQUIRE SUCH EQUIPMENT UNDER THE TERMS OF A LEASE PURCHASE AGREEMENT; FINDING THAT THE HANCOCK WHITNEY BANK, GULFPORT, MISSISSIPPI, (THE "LESSOR") HAS OFFERED TO ACQUIRE SUCH EQUIPMENT, OR TO ACQUIRE FROM AND REIMBURSE THE LESSEE FOR THE COST OF SUCH EQUIPMENT IN THE EVENT THE EQUIPMENT HAS ALREADY BEEN PURCHASED BY THE LESSEE, AND TO LEASE SUCH EQUIPMENT TO LESSEE; FINDING THAT SUCH PROPOSAL IS IN THE INTEREST OF THE LESSEE AND AUTHORIZING AND DIRECTING THE AUTHORIZED OFFICERS (AS HEREINAFTER DEFINED) TO EXECUTE A LEASE PURCHASE AGREEMENT AND SUPPORTING SCHEDULES AND ATTACHMENTS INCLUDING, BUT NOT LIMITED TO, ASSIGNMENTS OF TITLE TO THE EQUIPMENT TO HANCOCK WHITNEY BANK TO THE END THAT THE EQUIPMENT SHALL BE ACQUIRED BY SUCH BANK AND LEASED TO THE LESSEE ON THE TERMS AND CONDITIONS EXPRESSED IN SUCH LEASE.

WHEREAS, the Board has determined that it is necessary to acquire certain items of Equipment (the "Equipment") for use by the Lessee for purposes authorized by law and

WHEREAS, the Board had by these presents determined that it would be in the public interest to acquire such Equipment through a Lease Purchase Agreement as provided under Section 31-7-13 (c) MISS.CODE ANN. (1972), as amended, and

WHEREAS, the Board anticipates that it will not issue more than \$10,000,000.00 of qualified tax-exempt obligations during calendar year 2018 and desires to designate the Lease Purchase Agreement as a qualified tax-exempt obligation of the Lessee for purposes of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended, ("the Code").

WHEREAS, to the best knowledge and belief of the Board, this lease qualifies as a qualified project bond within the meaning of the Tax Reform Act of 1986; and

WHEREAS, the Hancock Whitney Bank of Gulfport, Mississippi, has proposed to acquire the Equipment at the offered price and to lease the Equipment to the Lessee at a rate of 3.55% per annum.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD AS FOLLOWS:

SECTION 1: The President and Clerk of the Board (hereinafter the "Authorized Officers") are hereby authorized and directed to execute a Lease Purchase Agreement (also referred to as a "Governmental Lease Purchase Agreement"), either reference being the "Agreement", and all attachments thereto. Such Agreement shall be in substantially the form attached hereto with such appropriate variations, omissions and insertions as are permitted or required by this Resolution and as are consented to by the Lessee's representatives (the "Authorized Officers") executing the Agreement, such consent being evidenced by their signatures.

SECTION 2: The Equipment to be leased pursuant to the Agreement shall be more fully described in a schedule to the Agreement titled "Exhibit D - Description of the Equipment". Upon delivery and acceptance by the Lessee of the Equipment, the Authorized Officers are authorized and directed to execute a Certificate of Acceptance of such Equipment and, as provided in Section 4.01 of such Lease, the lease term shall commence on the date of acceptance.

SECTION 3: The Authorized Officers are further authorized and directed to execute on behalf of the Lessee a Financing Statement and all other documents as provided for under Section 7.02 of such Lease to establish and maintain the security interest of Hancock Whitney Bank in such Equipment.

SECTION 4: The Board hereby designates the Lease Purchase Agreement as a qualified tax-exempt obligation for purposes of Section 265(b)(3) of the Code.

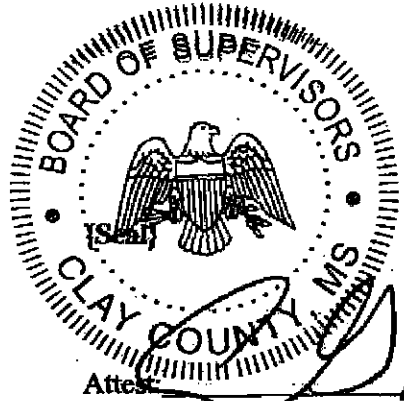
SECTION 5: The Lessee and the Board understand Section 8.03 of the Agreement ("Provisions Regarding Insurance") and agree to provide property damage and liability insurance in accordance with the terms of the Agreement.

BOARD MEMBER LUMMUS seconded the motion and after a full discussion, the same was put to vote with the following results:

<u>Supervisor Horton</u>	Voted: <u>AYE</u>
<u>Supervisor Lummus</u>	Voted: <u>AYE</u>
<u>Supervisor Davis</u>	Voted: <u>AYE</u>
<u>Supervisor Deanes</u>	Voted: <u>AYE</u>
<u>Supervisor Chandler</u>	Voted: <u>AYE</u>

The motion, having received an affirmative vote, was carried and the resolution adopted, this the 5th day of July 2018.

By: [Signature]
 LYNN D. HORTON
 President, Board of Supervisors



Attest: [Signature]
 Amy G. Berry
 Clerk of Board

CERTIFICATE OF RECORDING OFFICER

1. I am the duly appointed, qualified and acting Chancery Clerk of Clay County, Mississippi and keeper of the records thereof, including the minutes of its proceedings;

2. A meeting was duly convened on _____, 2018 in conformity with all applicable requirements; a proper quorum was present throughout said meeting and the instrument hereinafter mentioned was duly proposed, considered and adopted in conformity with applicable requirements; and all other requirements and proceedings incident to the proper adoption of said instrument have been duly fulfilled, carried out and otherwise observed

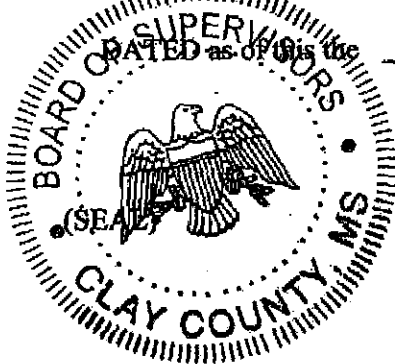
3. I am duly authorized to execute this Certificate; and

4. The copy of the instrument annexed hereto, entitled:

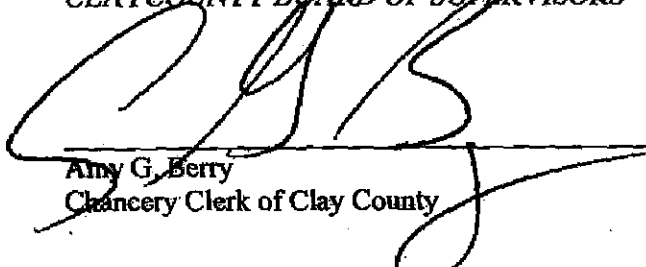
A RESOLUTION OF THE BOARD OF SUPERVISORS, THE GOVERNING BODY ("THE BOARD") OF CLAYCOUNTY, MISSISSIPPI (THE "LESSEE"), FINDING IT NECESSARY TO ACQUIRE EQUIPMENT FOR GOVERNMENTAL OR PROPRIETARY PURPOSES AUTHORIZED BY LAW: FINDING THAT IT WOULD BE IN THE PUBLIC INTEREST TO ACQUIRE SUCH EQUIPMENT UNDER THE TERMS OF A LEASE PURCHASE AGREEMENT: FINDING THAT HANCOCK WHITNEY BANK (THE "LESSOR") HAS OFFERED TO ACQUIRE SUCH EQUIPMENT, OR TO ACQUIRE FROM AND REIMBURSE THE LESSEE FOR THE COST OF SUCH EQUIPMENT IN THE EVENT THE EQUIPMENT HAS ALREADY BEEN PURCHASED BY THE LESSEE, AND TO LEASE SUCH EQUIPMENT TO LESSEE: FINDING THAT SUCH PROPOSAL IS IN THE INTEREST OF LESSEE.....(continued)....

Is a true, correct and compared copy of the original instrument referred to in said minutes and as finally enacted at said meeting, is in full force and effect and, to the extent required by law, has been duly signed or approved by the proper officer or officers and is on file and of record.

DATED as of this _____ day of _____, 2018.



CLAYCOUNTY BOARD OF SUPERVISORS


Amy G. Berry
Chancery Clerk of Clay County

Governmental Lease Purchase Agreement

Lessor: Hancock Whitney Bank
County, MS

P.O. Box 4019
Gulfport, MS 39502

Lessee: Board of Supervisors of Clay

P.O. Box 815
West Point, MS 39773

This GOVERNMENTAL LEASE PURCHASE AGREEMENT (the "Agreement") entered into between HANCOCK WHITNEY BANK, a corporation duly organized and existing under the laws of the State of Mississippi (the "Lessor"), and the BOARD OF SUPERVISORS OF CLAY COUNTY, MISSISSIPPI (Lessee), a body, corporate and politic, duly organized and existing under the laws of the State of Mississippi ("State").

WITNESSETH

WHEREAS, Lessor desires to lease the Equipment, as hereinafter defined, to Lessee, and Lessee desires to lease the Equipment from Lessor, subject to the terms and conditions of, and for the purposes set forth in, this Agreement; and

WHEREAS, Lessee is authorized under the Constitution and laws of the State to enter into this Agreement for the purposes set forth herein;

NOW, THEREFORE, for and in consideration of the premises hereinafter contained, the parties hereby agree as follows:

ARTICLE I

Covenants of Lessee. Lessee represents, covenants and warrants, for the benefit of Lessor and its assignees, as follows: (a) Lessee is a public body, corporate and politic, duly organized and existing under the Constitution and laws of the State. (b) Lessee will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a body corporate and politic. (c) Lessee is authorized under the Constitution and laws of the State to enter into this Agreement and the transaction contemplated hereby, and to perform all of its obligations hereunder. (d) Lessee has been duly authorized to execute and deliver this Agreement under the terms and provisions of the resolution of its governing body, attached hereto as Exhibit "A", or by other appropriate official approval, and further represents, covenants and warrants that all requirements have been met, and procedures have occurred in order to ensure the enforceability of this Agreement, and Lessee has complied with such public bidding requirements as may be applicable to this Agreement and the acquisition by Lessee of the Equipment hereunder. Lessee shall cause to be executed an opinion of its counsel substantially in the form attached hereto as Exhibit "B". (e) During the term of this Agreement, the Equipment will be used by Lessee only for the purpose of performing one or more governmental or proprietary functions of Lessee consistent with the permissible scope of Lessee's authority and will not be used in a trade or business of any person or entity other than the Lessee. (f) During the period this Agreement is in force, Lessee will provide Lessor with current financial statements, budgets, proof of appropriation for the ensuing fiscal year and such other financial information relating to the ability of Lessee to continue this Agreement as may be reasonably requested by Lessor or its assignee. (g) The Equipment will have a useful life in the hands of the Lessee that is substantially in excess of the Original Term and all Renewal Terms. (h) The Equipment is, and shall remain during the period this Agreement is in force, personal property and when subject to use by Lessee under this Agreement, will not be or become fixtures.

ARTICLE II

Definitions: The following terms will have the meanings indicated below unless the context clearly requires otherwise:

"Agreement" - means this Governmental Lease Purchase Agreement, including the Exhibits attached hereto, as the same may be supplemented or amended from time to time in accordance with the terms hereof.

"Commencement Date" - is the date when the term of this Agreement begins and Lessee's obligation to pay rent accrues, which date shall be the date on which the Equipment is accepted by Lessee as indicated on the Certificate of Acceptance attached hereto as Exhibit "F".

"Equipment" - means the property described in Exhibit "D" and which is the subject of this Agreement.

"Lease Term" - means the Original Term and all Renewal Terms provided for in this Agreement under Section 4.01, but in no event longer than the number of months set forth in Exhibit "E" of the Agreement.

"Lessee" - means the entity which is described in the first paragraph of this Agreement and which is leasing the Equipment from Lessor under the provisions of this Agreement.

"Lessor" - means (i) Hancock Whitney Bank, a corporation, acting as Lessor hereunder; (ii) Any surviving, resulting or transferee corporation; and (iii) Except where the context requires otherwise, any assignee(s) of Lessor.

"Original Term" - means that period from the Commencement Date until the end of the fiscal year of Lessee in effect at the Commencement Date.

"Purchase Price" - means the amount which Lessee may, in its discretion, pay to Lessor in order to purchase the Equipment, as set forth in Exhibit "E" hereto.

"Renewal Term(s)" - means the automatic renewal terms of this Agreement as provided for in Article IV of this Agreement, each having a duration of one (1) year and a term co-extensive with the Lessee's fiscal year except the last of such automatic renewal terms which shall end on the anniversary of the Commencement Date therein.

"Rental Payments" - means the basic rental payments payable by Lessee pursuant to the provisions of this Agreement during the Lease Term, payable in consideration of the right of Lessee to use the Equipment during the then current portion of the Lease Term. Rental Payments shall be payable by Lessee to the Lessor or its assignee in the amounts and at the times during the Lease Term as set forth in Exhibit "E" of this Agreement.

"Vendor" - means the manufacturer of the Equipment as well as the agents or dealers of the manufacturer from whom Lessor purchased or is purchasing the Equipment.

ARTICLE III

Lease of Equipment. Lessor hereby demises, leases and lets to Lessee, the Lessee rents, leases and hires from Lessor, the Equipment, in accordance with the provisions of this Agreement, to have and to hold for the Lease Term.

ARTICLE IV

LEASE TERM

Section 4.01 Commencement of Lease Term

The original Term of this Agreement shall commence on the Commencement Date as indicated in Exhibit "F" and shall terminate the last day of Lessee's current fiscal year.

The Lease Term will be automatically renewed at the end of the Original Term or any Renewal Term for an additional one (1) year, unless the Lessee gives written notice to Lessor not less than sixty (60) days prior to the end of the Original Term or Renewal Term then in effect, or such greater notice as may be provided in Article VI, of Lessee's intention to terminate this Agreement at the end of the Original Term or the then current Renewal Term pursuant to Article XI or Article VI, as the case may be.

Section 4.02 Termination of Lease Term.

The Lease Term will terminate upon the earliest of any of the following events: (a) The expiration of the Original Term or any Renewal Term of this Agreement and the non-renewal of this Agreement in the event of non appropriation of funds pursuant to Section 6.06; (b) The exercise by Lessee of the option to purchase the Equipment granted under the provisions of Articles IX or XI of this Agreement; (c) A default by Lessee and Lessor's election to terminate this Agreement under Article XIII; or (d) The payment by Lessee of all Rental Payments authorized or required to be paid by Lessee hereunder.

ARTICLE V

Enjoyment of Equipment. Lessor hereby covenants to provide Lessee during the Lease Term with quiet use and enjoyment of the Equipment, and Lessee shall during the Lease Term peaceably and quietly have and hold and enjoy the Equipment, without suit, trouble or hindrance from Lessor, except as expressly set forth in this Agreement.

Lessor shall have the right at all reasonable times during business hours to enter into and upon the property of Lessee for the purpose of inspecting the Equipment.

ARTICLE VI

Rental Payments

Section 6.01 Rental Payments to Constitute a Current Expense of Lessee.

Lessor and Lessee understand and intend that the obligation of Lessee to pay Rental Payments hereunder shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by Lessee, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or monies of Lessee.

Section 6.02 Payment of Rental Payments.

Lessee shall pay Rental Payments, exclusively from legally available funds, in lawful money of the United States of America to Lessor, or in the event of assignment by Lessor, to its assignee, in the amounts and on the dates set forth in Exhibit "E" hereto. Rental Payments shall be in consideration for Lessee's use of the Equipment during the applicable year in which such payments are due.

Section 6.03 Interest and Principal Component.

A portion of each Lease Rental Payment is paid as, and represents payment of, interest, and the balance of each Rental Payment is paid as, and represents payment of, principal. Exhibit "E" hereto sets forth the interest component and the principal component of each Rental Payment during the Lease Term.

Section 6.04 Rental Payments to be Unconditional.

The obligations of Lessee to make payment of the Rental Payments required under this Article VI and other sections hereof, and to perform and observe the covenants and agreements contained herein, shall be absolute and unconditional in all events, except as expressly provided

under this Agreement. Notwithstanding any dispute between Lessee and Lessor, and Vendor or any other person, Lessee shall make all payments of Rental Payments when due and shall not withhold any Rental Payments pending final resolution of such dispute, nor shall Lessee assert any right of setoff or counterclaim against its obligation to make such payments required under this Agreement. Lessee's obligation to make Rental Payments during the Original Term or the then current Renewal Term shall not be abated through accident or unforeseen circumstances.

Section 6.05 Continuation of Lease Term by Lessee.

Lessee intends, subject to the provisions of Section 6.06 to continue the Lease Term through the Original Term and all of the Renewal Terms and to pay the Rental Payments hereunder. Lessee reasonably believes that legally available funds of an amount sufficient to make all Rental Payments during the Original Term and each of the Renewal Terms can be obtained. Lessee further intends to do all things lawfully within its power to obtain and maintain funds from which the Rental Payments may be made, including making provision for such payments to the extent necessary in each bi-annual or annual budget submitted and adopted in accordance with applicable provisions of state law, to have such portion of the budget approved.

Section 6.06 Non-appropriation.

In the event sufficient funds shall not be appropriated for the payment of the Rental Payments required to be paid in the next occurring Renewal Term, and if Lessee has no funds legally available for Rental Payments from other sources, then Lessee may terminate this Agreement at the end of the then current Original Term or Renewal Term, and Lessee shall not be obligated to make payment of the Rental Payments provided for in this Agreement beyond the then current original or Renewal Term. Lessee agrees to deliver notice to Lessor of such termination at Least sixty (60) days prior to the end of the then current Original or Renewal Term. If this Agreement is terminated under this Section 6.06, Lessee agrees, at Lessee's cost and expense, peaceably to deliver the Equipment to Lessor at the location specified by Lessor. To the extent lawful, Lessee shall not, until the date on which the next occurring Renewal Term would have ended, expend any funds for the purchase or use of Equipment similar to the Equipment subject to this Agreement.

ARTICLE VII

TITLE TO EQUIPMENT; SECURITY INTEREST

Section 7.01 Title To The Equipment

During the Term of this Agreement, title to the Equipment any and all additions, repairs, replacements or modifications shall vest in Lessee, subject to the rights of Lessor under this Agreement. In the event of default as set forth in Section 13.02 or nonappropriation as set forth in Section 6.06, Title to the Equipment shall immediately vest in Lessor, and Lessee will reasonably surrender possession of the Equipment to Lessor. Lessee, irrevocably, hereby designates, makes, constitutes and appoints Lessor (and all persons designated by Lessor) as Lessee's true and lawful attorney (and agent-in-fact) with power, at such time of default or nonappropriation or times thereafter as Lessor in its sole and absolute discretion may determine, in Lessee's or Lessor's name, to endorse the name of Lessee upon any Bill of Sale, document, instrument, invoice, freight bill, bill of lading or similar document relating to the Equipment in order to vest title in Lessor and transfer possession to Lessor.

Section 7.02 Security Interest.

To secure the payment of all Lessee's obligations under this Agreement, Lessee grants to Lessor a security interest constituting a first lien on the Equipment and on all additions, attachments, acccessions and substitutions thereto, and on any proceeds therefrom. Lessee agrees to execute such additional documents, including financing statements, certificates of title, affidavits, notices and similar instruments, in form satisfactory to Lessor, which Lessor deems necessary or appropriate to establish and maintain its security interest, and upon assignment, the security of any assignee of Lessor, in the Equipment.

ARTICLE VIII

Maintenance; modification taxes, exemption from federal taxation, insurance and other charges.

Section 8.01 Maintenance of Equipment by Lessee.

Lessee agrees that at all times during the Lease Term, Lessee will, at Lessee's own cost and expense, maintain, preserve and keep the Equipment in good repair, working order and condition, and that Lessee will from time to time make or cause to be made all necessary and proper repairs, replacements and renewals. Lessor shall have no responsibility in any of these matters or for the making of improvements or additions to the Equipment. The Lessee may from time to time add further parts or accessories to any item of leased Equipment, provided such addition does not affect or impair the value or utility of such item of Equipment. Any part or accessory so added, if not required as a replacement hereunder, shall remain the property of the Lessee and may be removed at any time prior to the expiration of the lease term of such item, provided such removal does not affect or impair the value or utility of such item of Equipment. Any parts or accessories not so removed shall become the property of the Lessor.

Section 8.02 Taxes, Other Governmental Charges and Utility charges.

The parties to this Agreement contemplate that the Equipment will be used for a governmental or proprietary purpose of Lessee and, therefore, that the Equipment will be exempt from all taxes presently assessed and levied with respect to personal property. In the event that the use, possession or acquisition of the Equipment is found to be subject to taxation in any form (except for income taxes of Lessor), Lessee will pay during the Lease Term, as the same respectively come due, all taxes and governmental charges of any kind whatsoever that may at any time be lawfully assessed or levied against or with respect to the Equipment and any Equipment or other property acquired by Lessee in substitution for, as a renewal or replacement of, or modification, improvement or addition to the Equipment, as well as all gas, water, steam, electricity, heat, power, telephone, utility and all other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Equipment; provided that, with respect to any governmental charges that may lawfully be paid in installments over a period of years, Lessee shall be obligated to pay only such installments as have accrued during the time this Agreement is in effect.

The Lessor has entered into this Agreement contemplating that the interest portion of rental payments will be exempt from federal income taxation. In the event any governmental taxing authority successfully imposes tax treatment, under this Agreement or any other lease of the Lessor which in the opinion of Lessor's counsel will be determinative of the tax treatment under this Agreement, which differs from the tax treatment contemplated to be taken by the Lessor hereto at the inception of this Agreement or which effectively denies to the Lessor the use or benefit of such tax treatment as contemplated, then Lessee agrees to pay rents with an interest factor equal to the maximum rate of interest which, under applicable law, Lessor is permitted to charge, retroactively from the date of imposition of the change of tax treatment through the term of the Equipment Lease Schedule under this Agreement during which the change of tax theory is imposed, and subsequently thereto, as rental payments would otherwise become due, until the end of the lease term. Any retroactive payments of rent under this paragraph shall be due and payable at the date that Lessor gives notice to Lessee of imposition of the change of tax-treatment.

Lessee agrees to pay its pro-rata share of attorney's fees that may reasonably be incurred by Lessor in the event legal action or administrative action is taken by the Lessor to secure the tax treatment intended to be taken by Lessor under this Agreement or any other lease which in the opinion of Lessor's counsel will be determinative of the tax treatment under this Agreement whether such action is successful or not. Lessee's pro-rata share shall be determined by the percentage that the Lessor's original cost of leased equipment for all other similar leases of the Lessor involving similar issues of fact or law. In the event the Lessor is successful in securing the tax treatment intended to be taken by Lessor, Lessor shall refund to Lessee the total amount of increased interest (as hereinabove provided) which has been paid by Lessee and rental payments for the remainder of the lease term shall be the original rentals specified in the Equipment Lease Schedules.

Section 8.03 Provisions Regarding Insurance.

At its own expense, Lessee shall cause casualty, public liability and property damage insurance to be carried and maintained sufficient to protect the Full Insurable Value (as that term is hereinafter defined) of the Equipment, and to protect Lessor from liability in all events. All insurance proceeds from casualty losses shall be payable as hereinafter provided in this Agreement. Lessee shall furnish to Lessor Certificates evidencing such coverage throughout the Lease Term. Such Certificates shall name the Lessor as an additional insured or loss payee, as Lessor's interests may appear.

Alternatively, Lessee may insure the Equipment under a blanket insurance policy or policies which cover not only the Equipment, but other properties.

The term "Full Insurable Value" as used herein shall mean the full replacement value of the Equipment or the then applicable Purchase Price, whichever is greater.

Any insurance policy pursuant to this Section 8.03 shall be written with Hancock Whitney Bank as an additional insured or loss payee, as its interests may appear. The Net Proceeds (as defined in Section 9.01) of the insurance required in this Section 8.03 shall be applied as provided in Article IX hereof. Each insurance policy provided for in this Section 8.03 shall contain a provision to the effect that the insurance company shall not cancel the policy or modify it materially and adversely to the interest of Lessor without first giving written notice thereof to Lessor at least ten (10) days in advance of such cancellation.

The Lessee will at all times carry liability insurance from a third party insurer, such coverage being for the joint benefit of the Lessee and Lessor and with the Lessor named as an additional insured.

Under this Agreement, the Lessee is required to maintain property damage insurance from a third party insurer, against loss, theft, damage or destruction from every cause whatsoever for not less than the Full Insurable Value of the Equipment. Alternately, with regard to property damage insurance, and subject to the terms of this Agreement, including the preceding paragraphs of this Section 8.03, the Lessee may optionally elect to self insure through a self insurance program ("Self-Insurance"), against loss, theft, damage or destruction from every cause whatsoever for not less than the Full Insurable Value of the Equipment. Such Self-Insurance shall be in the joint names of the Lessor and Lessee, with the Lessor and Lessee named as loss payees. With regard to any Self-Insurance, which is alternatively elected, chosen, initiated and maintained by the Lessee, in order to meet the requirements of this Agreement, the Lessee does hereby declare and name the Lessor as a joint and additional insured and loss payee with regard to Self-Insurance which, Lessee alternately chooses to implement and maintain in order to meet its responsibilities under this Agreement. With regard to any Self-Insurance elected, in substitution for third party insurance as required by the Agreement, the Lessee agrees that it will at all times maintain sufficient monetary and other necessary resources, under its Self-Insurance election, to enable the Lessee to meet all of its obligations under this Agreement. The Lessee, and the Lessee's Governing Body, agree and declare that they individually and collectively have the necessary experience and sophistication in matters pertaining to any and all risks and responsibilities taken and assumed with the alternative election and choice of Self-Insurance. The Lessee, and the Lessee's Governing Body, individually and collectively understand, that there will be no abatement or reduction of responsibilities under this Agreement (including making rental payments) by Lessee for any reason, including but not limited to, the election of Self-Insurance, loss, theft, damage or destruction from any cause whatsoever.

Section 8.04 Advances.

In the event Lessee shall fail to maintain the full insurance coverage required by this Agreement or shall fail to keep the Equipment in good repair and operating condition, Lessor may (but shall be under no obligation to) purchase the required policies of insurance and pay the premiums on the same or may make such repairs or replacements which are necessary and provide for payment thereof, and all amounts so advanced therefore by Lessor shall become additional rent for the then current Original Term or Renewal Term which amounts Lessee agrees to pay, together with interest thereon at the rate of twelve (12%) per cent per annum or the highest rate permitted by applicable law, whichever is less.

ARTICLE IX
DAMAGES, DESTRUCTION AND CONDEMNATION: USE OF NET PROCEEDS

Section 9.01 Damages, Destruction and Condemnation.

Unless Lessee shall have exercised its option to purchase the Equipment by making payment of the Purchase Price as provided herein, if prior to the termination of the Lease Term; (A) the Equipment or any portion thereof is destroyed (in whole or in part) or is damaged by fire or other casualty; or

(B) title to, or the temporary use of, the Equipment of any part thereof or the estate of Lessee or Lessor in the Equipment or any part thereof shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority, Lessee and Lessor will cause the Net Proceeds of any insurance claim or condemnation award to be applied to Lessee's obligations pursuant to Section 9.02 hereof.

For purposes of Section 8.03 and this Article IX, the term "Net Proceeds" shall mean the amount remaining from the gross proceeds of any insurance claim or condemnation award deducting all expenses (including attorney's fees) incurred in the collection of such claim or award.

Section 9.02 Insufficiency of Net Proceeds.

Provided, the Equipment is not deemed to be a total loss, Lessee shall if Lessee is not in default hereunder, cause the repair, replacement or restoration of the Property and pay the cost thereof.

In the event of total destruction or damage to the Equipment, whether or not Lessee is in default, at Lessor's option, Lessee shall pay to Lessor on the rent payment due date next succeeding the date of such loss ("Rent Payment Due Date") the amount of the Purchase Price applicable to such Rent Payment Due Date, plus the Rental Payment due on such date, plus any other amounts payable by Lessee hereunder, and upon such payment, the Lease Term shall terminate and Lessor's security interest in the Equipment shall terminate as provided in Article XI of this Agreement. The amount of the Net Proceeds in excess of the then applicable Purchase Price, if any, may be retained by Lessee. Lessee agrees that if the Net proceeds are insufficient to pay in full Lessee's obligations hereunder, Lessee shall make such payments to the extent of any such deficiency. Lessee shall not be entitled to any reimbursement therefore from Lessor nor shall Lessee be entitled to any diminution of the amounts payable under Article VI hereof.

ARTICLE X
DISCLAIMER OF WARRANTIES; VENDOR'S WARRANTIES; USE OF THE EQUIPMENT

Section 10.01 Disclaimer of Warranties.

Lessor makes no warranty or representation, either express or implied, as to the value, design, condition, mechanism or fitness for particular purposes or fitness for use of the Equipment, or warranty with respect thereto. In no event shall Lessor be liable for any incidental, indirect, special or consequential damage in connection with or arising out of this Agreement or the existence, furnishing, functioning or Lessee's use of any item or products or services provided for in this Agreement.

Section 10.02 Vendor's Warranties.

Lessor hereby agrees to assign to Lessee solely for the purpose of making and prosecuting any such claim against Vendor, all of the rights which Lessor has against Vendor for breach of warranty or other representation respecting the Equipment. Lessee's sole remedy for the breach of such warranty, indemnification or representation shall be against the Vendor of the Equipment, and not against the Lessor, nor shall such matter have any effect whatsoever on the rights and obligations of Lessor with respect to this Agreement, including the right to receive fully and timely payments hereunder. Lessee expressly acknowledges that Lessor makes, and has made, no representation or

warranties whatsoever as to the existence or availability of such warranties of the Vendor of the Equipment.

Section 10.03 Use of the Equipment.

Lessee will not install, use, operate or maintain the Equipment improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Agreement. Lessee shall provide all permits and licenses, if any, necessary for the installation and operation of the Equipment. In addition, Lessee agrees to comply in all respects (including, without limitation, with respect to the use, maintenance and operation of each item of the Equipment) with all laws of the jurisdiction in which its operations involving any item of Equipment may extend and any legislative, administrative or judicial body exercising any power or jurisdiction over the items of the Equipment; provided, however, that Lessee may contest in good faith the validity or application of any such law or rule in any reasonable manner which does not, in the opinion of Lessor, adversely affect the estate of Lessor in and to any of the items of the Equipment or its interest or rights under this Agreement.

ARTICLE XI

Option to Purchase. At the request of Lessee, Lessor's security interest in the Equipment will be terminated and this Agreement shall terminate: (a) At the end of the Lease Term (including Renewal Terms), upon payment in full of the Rental Payments and other amounts payable by Lessee hereunder; or (b) At the end of the Original Term or any Renewal Term upon payment by Lessee of the then applicable Purchase Price; or (c) If the Lease Term is terminated pursuant to Article IX of this Agreement.

ARTICLE XII

ASSIGNMENT; SUBLEASING; INDEMNIFICATION; MORTGAGING AND SELLING

Section 12.01 Assignment by Lessor.

This Agreement, and the obligations of Lessee to make payments hereunder, may be assigned and reassigned in whole or in part to one or more assignees or subassignees by Lessor at any time subsequent to its execution, without the necessity of obtaining the consent of Lessee. Lessor agrees to give notice of assignment to Lessee and upon receipt of such notice Lessee agrees to make all payments to the assignee designated in the assignment, notwithstanding any claim, defense, set off or counterclaim whatsoever (whether arising from a breach of this Agreement or otherwise) that Lessee may from time to time have against Lessor, or the assignee. Lessee agrees to execute all documents, including notices of assignment and chattel mortgages or financing statements which may be reasonably requested by Lessor or its assignee to protect their interests in the Equipment and in this Agreement.

Section 12.02 No Sale, Assignment or Subleasing by Lessee.

This Agreement and the interest of Lessee in the Equipment may not be sold, assigned or encumbered by Lessee without the prior written consent of Lessor.

Section 12.03 Release and Indemnification Covenants.

To the extent permitted by the laws and Constitution of the State, Lessee shall protect, hold harmless and indemnify Lessor from and against any and all liability obligations, losses, claims and damages whatsoever, regardless of cause thereof, and expenses in connection therewith, including, without limitation, counsel fees and expenses, penalties and interest arising out of or as the result of the entering into of this Agreement, the ownership of any item of the Equipment, the ordering acquisition, use, operation, condition, purchase, delivery, rejection, storage or return of any item of the Equipment or any accident in connection with the operation, use, condition, possession, storage or return of any item of the Equipment resulting in damage to property or injury to or death to any person. The indemnification arising under this paragraph shall continue in full force and effect notwithstanding the full payment of all obligations under this Agreement or the termination of the Lease Term for any reason. Lessee agrees not to withhold or abate any portion of the payments required pursuant to this Agreement by reason of any defects, malfunctions, breakdowns, or infirmities of the Equipment.

ARTICLE XIII

EVENTS OF DEFAULT BY LESSEE AND REMEDIES THEREUPON

Section 13.01 Events of Default by Lessee Defined.

With respect to Lessee, the following shall be "Events of Default" under this Agreement and the terms "Event of Default" and "Default" shall mean, whenever they are used in this Agreement, any one or more of the following events: (a) Failure by Lessee to pay any Rental Payment or other payment required to be paid hereunder at the time specified herein; or (b) Failure by Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in Section 13.01(a), for a period of thirty (30) days after written notice, specifying such failure and requesting that it be remedied as given to Lessee by Lessor, unless Lessor shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected; or (c) Breach of any material representation or warranty by Lessee under this Agreement; or (d) Commencement by Lessee of a case or proceeding under the Federal bankruptcy laws or filing by Lessee of any petition or answer seeking reorganization, arrangement, composition, adjustment, liquidation or similar relief under any existing or future bankruptcy, insolvency or other similar law or any answer admitting or not contesting the material allegations of a petition filed against Lessee in any such proceeding; or (e) A Petition against Lessee in a proceeding under any existing or future bankruptcy, insolvency or other similar law shall be filed and not withdrawn or dismissed within thirty (30) days thereafter.

The foregoing provisions of this Section 13.01 are subject to (i) the provisions of Section 6.06 hereof with respect to nonappropriation; and (ii) if by reason of *force majeure* Lessee is unable in whole or in part to carry out its agreement on its part herein contained, other than the obligations on the part of the Lessee contained in Article VI hereof, Lessee shall not be deemed in default during the continuance of such inability. The term "force majeure" as used herein shall mean, without limitation, the following: Acts of God, strikes, lockouts or other industrial disturbances; acts of public enemies, order or restraints of any kind of the government of the United States of America or of the State wherein Lessee is located or any of their department, agencies or officials, or any civil or military authority; insurrections; riot, landslides, earthquakes; fire, storms; droughts; floods; or explosions.

Section 13.02 Remedies on Default.

Whenever any event of default referred to in section 13.01 hereof shall have happened and be continuing, Lessor shall have the right, at its sole option without any further demand or notice, to take one or any combination of the following remedial steps: (a) with or without terminating this Agreement, retake possession of the Equipment and sell, lease or sublease the Equipment for the account of Lessee, to be applied to Lessee's obligations hereunder, holding Lessee liable for the Purchase price applicable on the rent payment due date immediately preceding the date of default, plus the Rental payments due on such date, plus any other amounts payable by Lessee hereunder, including, but not limited to, attorney's fees expenses and costs of repossession; (b) Require Lessee at Lessee's risk and expense to promptly return the Equipment in the manner and in the condition set forth in Section 6.06 and 8.01 hereof; (c) If the Lessor is unable to repossess the Equipment for any reason, the Equipment shall be deemed a total loss and Lessee shall pay to Lessor the amount due pursuant to Article IX hereof; and (d) Take whatever action at law or in equity may appear necessary or desirable to enforce its rights as the owner of the Equipment.

Section 13.03 No Remedy Exclusive.

No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

ARTICLE XIV

LESSOR'S WARRANTIES

Section 14.01 Lessor's Warranties.

As to each item of leased Equipment to be leased hereunder, the Lessor warrants that: (a) It has the right to lease the same to Lessee. (b) It will keep each item of leased Equipment free of security interests except for the security interest provided for in Section 7.02 of this Agreement. (c) It will do nothing to disturb Lessee's full right of possession and enjoyment thereof and the exercise of Lessee's rights with respect to the Equipment leased hereunder subject to compliance by Lessee of the terms of this Agreement.

ARTICLE XV

MISCELLANEOUS

Section 15.01 Notices.

All notices, certificates of other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by certified mail, postage prepaid, to the parties at their respective places of business.

Section 15.02 Binding Effect.

This Agreement shall insure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns.

Section 15.03 Severability.

In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 15.04 Amendments.

The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written instrument signed by the Lessor and the Lessee; nor shall any such amendment that affects the rights of Lessor's assignee be effective without such assignee's consent.

Section 15.05 Execution in 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.

Section 15.06 Applicable Law.

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

Section 15.07 Captions.

The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions of sections of the Agreement.

Section 15.08 Entire Agreement.

This Agreement constitutes the entire Agreement between Lessor and Lessee. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing signed by both parties, and then such waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, representations or warranties, express or implied, not specified herein regarding this Agreement or the Equipment lease hereunder. Any terms and conditions of any purchase order or other document (with the exception of Supplements) submitted by Lessee in connection with this Agreement which are in addition to or inconsistent with the terms and conditions of this Agreement will not be binding on Lessor and will not apply to this Agreement. Lessor and Lessee by their signatures acknowledge that each has read this Agreement, understands it, and agrees to be bound by its terms and conditions, and certifies that each signature is duly authorized and the signers are empowered to execute this Agreement on behalf of their respective principals.

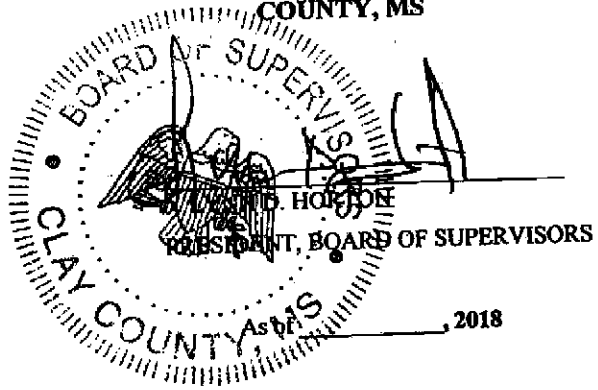
IN WITNESS WHEREOF, Lessor has executed this Agreement in its corporate name with its corporate seal hereunder affixed and attested by its duly authorized officer, and Lessee has caused this Agreement to be executed in its corporate name with its corporate seal hereunto affixed and attested by its duly authorized officers. All of the above occurred on the date first written below.

LESSOR: HANCOCK WHITNEY BANK

LESSEE: BOARD OF SUPERVISORS OF CLAY COUNTY, MS

By: _____
MR. JONATHAN KING
PUBLIC FINANCE OFFICER

As of _____, 2018



ATTEST:

By: _____
AMY G. BERRY
CLERK OF BOARD

{COUNTY SEAL}

As of _____, 2018

EXHIBIT "A"
RESOLUTION OF LESSEE

[

[

[

EXHIBIT "B"

{ATTACH LEGAL & TAX OPINION FROM LESSEE'S COUNSEL}

EXHIBIT "C"
CERTIFICATE AS TO ARBITRAGE

We, the undersigned, **BOARD OF SUPERVISORS OF CLAY COUNTY, MS** (the "Lessee") being the person duly charged, with others, with responsibility for issuing the Lessee's obligation in the form of that certain agreement entitled "Governmental Lease Purchase Agreement" (the "Agreement") dated _____, 2018 and issued said date hereby certify that:

1. The Agreement was issued by the Lessee under and pursuant to SEC. 31-7-13(e) MISS. CODE ANN. (1972) Law to finance the acquisition of certain equipment described therein.
2. Pursuant to the Agreement, the Lessee is entitled to receive said equipment in consideration for the obligation of the Lessee under the Agreement. Said equipment will be used in furtherance of the public purposes of the Lessee. The Lessee does not intend to sell equipment or said Agreement or to otherwise dispose of said equipment during the term of the Agreement. The Lessee will not receive any monies, funds, or other "proceeds" as a result of the Agreement.
3. The Lessee expects to make payments under the Agreement from its general funds on the basis of annual appropriations in amount equal to the required payments under the Agreement. The remaining general funds of the Lessee are not reasonably expected to be used to make such payments and no other monies are pledged to the Agreement or reasonably expected to be used to pay principal and interest on the Agreement.
4. The Lessee has not received notice that its Certificate may not be relied upon with respect to its own issues nor has it been advised than any adverse action by the Commissioner of Internal Revenue is contemplated.

To the best of our knowledge, information and belief the expectations herein expressed are reasonable and there are no facts, estimates or circumstances other than those expressed herein that would materially affect the expectations herein expressed.

IN WITNESS WHEREOF, we have hereunto set our hands this _____ day of _____ 2018.

BOARD OF SUPERVISORS OF CLAY COUNTY, MS
By: _____
Board President
_____ *[Signature]*
Clerk of Board

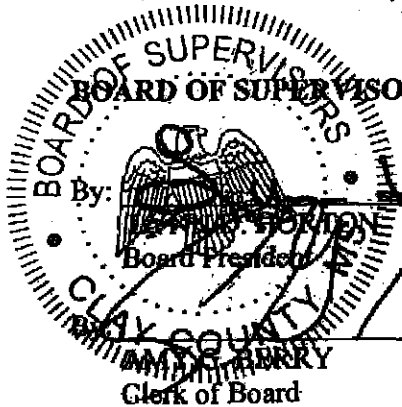


EXHIBIT "D"
DESCRIPTION OF EQUIPMENT

The Equipment that is listed on the invoices attached to this Exhibit D is the subject of the Governmental Lease Purchase Agreement dated _____, 2018 entered into between Hancock Whitney Bank and the Board of Supervisors of Clay County, Mississippi. Lessee hereby certifies that the description of the personal property set forth in the attached invoices constitutes an accurate description of the "Equipment", as defined in the above referenced Governmental Lease Purchase Agreement.

BOARD OF SUPERVISORS OF CLAY COUNTY, MS


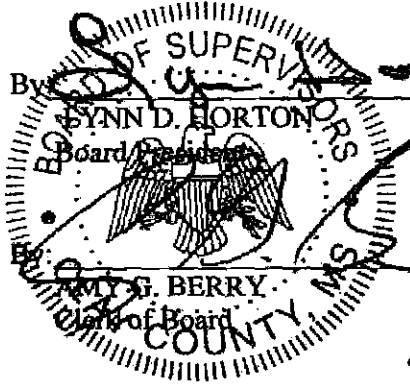
By  _____
SYNN D. HORTON
Board President

AMY S. BERRY
Clerk of Board
CLAY COUNTY, MS

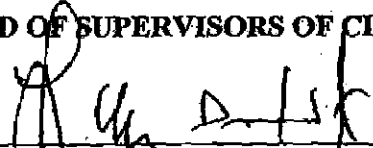
EXHIBIT "E"
RENTAL PAYMENTS

Monthly rentals on this agreement are \$2,880.54. The first rental due on this agreement will be due on the TBD day of TBD 2018 and subsequent monthly rentals will be due on the TBD day of each month thereafter. The lease term of this agreement is 60 monthly payments with a \$1.00 Purchase Option available to the Lessee at contract end. The purchase price during the original or any renewal term shall be the amount set forth as the "balance" or "outstanding balance" on the attached amortization schedule plus \$1.00 plus accrued but unpaid interest amounts as set forth on the attached schedule plus other amounts payable by lessee under the terms of the lease.

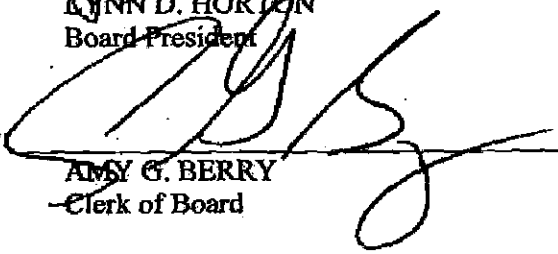
EXHIBIT "F"
ACCEPTANCE CERTIFICATE

The undersigned, **BOARD OF SUPERVISORS OF CLAY COUNTY, MS** as Lessee under the Governmental Lease Purchase Agreement (the "Agreement") dated _____, 2018 with HANCOCK WHITNEY BANK ("Lessor"), acknowledges receipt in good condition of all of the Equipment described in the Agreement and Exhibit "D" thereto this _____, 2018 and certifies that Lessor has fully and satisfactorily performed all of its covenants and obligations required under the Agreement to date.

BOARD OF SUPERVISORS OF CLAY COUNTY, MS

By: 

LYNN D. HORTON
Board President

By: 

AMY G. BERRY
Clerk of Board

**EXHIBIT G
ESSENTIAL USE/SOURCE OF FUNDS LETTER**

TO: HANCOCK WHITNEY BANK

RE: Governmental Lease Purchase Agreement

Gentlemen:

Reference is made to that certain Governmental Lease Purchase Agreement, dated _____, 2018 ("Lease"), between Lessor and us, **BOARD OF SUPERVISORS OF CLAY COUNTY, MS** as Lessee, leasing the personal property ("Property") described in Exhibit "D" to such Lease. This confirms and affirms that the Property is essential to the functions of the undersigned as or to the service we provided to our citizens.

Further, we have an immediate need for, and expect to make immediate use of, substantially all the Property, which need is not temporarily or expected to diminish in the foreseeable future. The Property will be used by us only for the purpose of performing one or more of the governmental or proprietary functions consistent with the permissible scope of our authority.

We expect and anticipate adequate funds to be available for all future payments of rent due after the current fiscal year in as much as there will be a continued need for such property.

Very truly yours,

BOARD OF SUPERVISORS OF CLAY COUNTY, MS

By: 

LYNN D. HORTON
Board President

By: 

AMY G. BERRY
Clerk of Board

**Exhibit H
BILL OF SALE**

For and in consideration of the purchase price of \$158,148.50 paid by Hancock Whitney Bank, Gulfport, Mississippi ("Lessor"), to the _____ ("Lessee/Vendor"), receipt of which is hereby acknowledged, the Lessee hereby sells, assigns, and transfers to Lessor, the equipment (the "Equipment") now in the possession of Lessee as described on Exhibit D and the attachments thereto.

It is agreed that the Equipment is to remain in the possession of Lessee but that the possession thereof by Lessee shall, from and after the date hereof, be subject to the Governmental Lease Purchase Agreement dated as of _____, 2018 between Lessor and Lessee (the "Agreement"), with the same effect as though the Equipment had been acquired by Lessor and delivered to Lessee as of the date hereof. The rental applicable to the Equipment shall be determined in accordance with the terms of the Agreement.

Lessee hereby represents and warrants that the Equipment is now in the possession of the Lessee and hereby transfers to Lessor the Equipment free and clear of any and all liens and encumbrances, subject to re-conveyance and retention of title to Lessee as provided in the Agreement.

Lessee hereby agrees, upon request of Lessor, to execute and deliver any other instruments, papers, or documents which may be required, or desirable, in the opinion of Lessor in order to give effect to this Bill of Sale.

IN WITNESS WHEREOF Lessee has duly executed this Bill of Sale as of this _____ day of _____ 2018.

BOARD OF SUPERVISORS OF CLAY COUNTY, MS

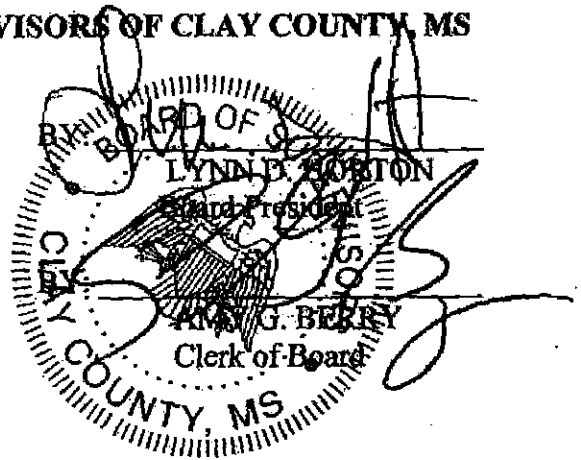


Exhibit J
ASSIGNMENT OF PURCHASE ORDERS

For value received, the **BOARD OF SUPERVISORS OF CLAY COUNTY, MS** ("Assignor") does hereby, sell, assign and transfer to Hancock Whitney Bank, Gulfport, Mississippi ("Assignee") all its right, title and interest in and to and delegates all its duties under the purchase orders attached hereto and made a part hereof (the "Purchase Orders"), including without limitation the right to take title to the equipment (the "Equipment") described in the Purchase Orders and to be named as purchaser in any bills of sale and/or invoices to be delivered in connection therewith, subject to the provisions of the Agreement with respect to the transfer of title to Lessee.

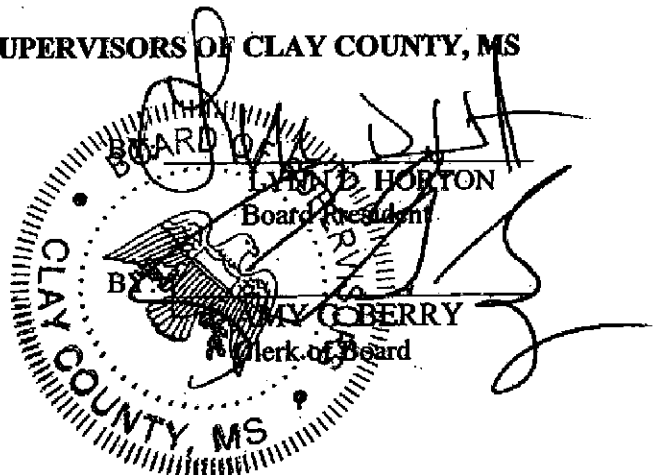
The Assignor represents that the Purchase Orders are in full force and effect and enforceable in accordance with the terms thereof, and are assignable and the duties thereunder delegable and that this Assignment is a valid exercise of the rights of the Assignor.

This Assignment is executed for the purpose of enabling Assignee to purchase the Equipment specified on the Purchase Orders which Assignee will lease to Assignor pursuant to a certain Governmental Lease Purchase Agreement dated as of _____, 2018 and of which this Assignment constitutes an integral part, and is subject to the provisions of the Agreement with respect to the transfer of title to Lessee.

Assignee has caused or will cause all actions to be taken as provided in the Purchase Orders assigned hereby including those pertaining to the delivery, installation, quality and quantities of Equipment.

EXECUTED this ____ day of _____ 2018.

BOARD OF SUPERVISORS OF CLAY COUNTY, MS



**Exhibit K
ASSIGNMENT OF INVOICES**

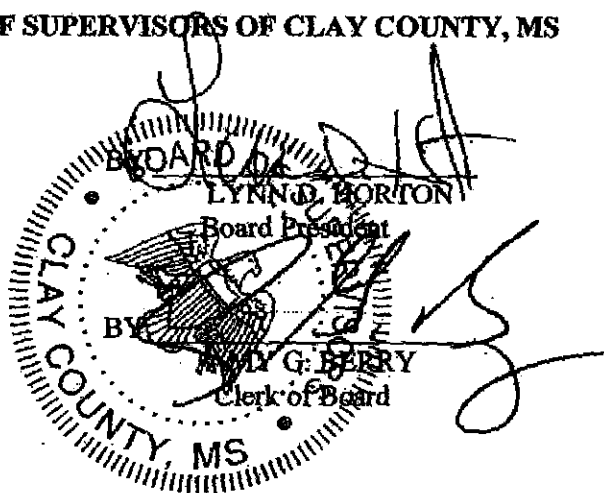
For value received, the **BOARD OF SUPERVISORS OF CLAY COUNTY, MS** ("Assignor") does hereby sell, assign and transfer to Hancock Whitney Bank, Gulfport, Mississippi ("Assignee") all its right, title and interest in and to and delegates its duties under the invoices attached hereto and made a part hereof (the "Invoices").

The Assignor represents that the Invoices are in full force and effect and are assignable and that this Assignment is a valid exercise of the rights of the Assignor.

This Assignment is executed for the purpose of establishing in Assignee clear title to the equipment specified on the Invoices which equipment is subject to that certain Governmental Lease Purchase Agreement dated as of _____, 2018 by the Assignor and Assignee, of which this Assignment constitutes an integral part, including those provisions for the transfer and retention of title to Lessee as provided in the Agreement.

This Assignment of Invoices is executed as of this ____ day of _____ 2018.

BOARD OF SUPERVISORS OF CLAY COUNTY, MS



**EXHIBIT L
CERTIFICATE WITH RESPECT TO
QUALIFIED TAX-EXEMPT OBLIGATION**

We, the undersigned representatives of the **BOARD OF SUPERVISORS OF CLAY COUNTY, MS** (the "Lessee") being the persons duly charged, with others, with responsibility for issuing the Lessee's obligation in the form of that certain agreement entitled "Governmental Lease Purchase Agreement" (the "Agreement") dated _____, 2018 and issued said date hereby certify that:

1. This Certificate is executed for the purpose of establishing that the Lease has been designated by Lessee as a qualified tax-exempt obligation of Lessee for purposes of the Tax Reform Act of 1986.
2. The Lease being issued by Lessee is in calendar year 2018.
3. No portion of the gross proceeds of the Lease will be used to make or finance loans to persons other than governmental units or be used in any trade or business carried on by any person other than a governmental unit.
4. To the best knowledge and belief of Lessee the Lease is issued to provide financing as a qualified project bond within the meaning of the Act.
5. Including the Lease herein so designated, Lessee has not designated more than \$10,000,000.00 of obligations issued during calendar year 2018 as qualified tax-exempt obligations.
6. Lessee reasonably anticipates that the total amount of qualified tax-exempt obligations to be issued by lessee during calendar year 2018 will not exceed \$10,000,000.00.

To the best of our knowledge, information and belief the expectations herein expressed are reasonable and there are no facts, estimates or circumstances other than those expressed herein that would materially affect the expectations herein expressed.

IN WITNESS WHEREOF, we have hereunto set our hands this ____ day of _____ 2018.

BOARD OF SUPERVISORS OF CLAY COUNTY, MS

By: _____
LYNNE HORTON
President

By: _____
AMY G. BERRY
Clerk of Board

CLAY COUNTY, MS

TURNER & ASSOCIATES, P.L.L.C.

ATTORNEYS AND COUNSELORS AT LAW
THE JUSTICE COMPANY BLDG.
WEST POINT, MISSISSIPPI 39773-1600

MAIL
P.O. DRAWER 1500

TELEPHONE
(662) 494-6611

FACSIMILE
(662) 494-4814

July 13, 2018

Hancock Whitney Bank
Public Finance Department
P.O. Box 4019
Gulfport, Mississippi 39502

**RE: Lease-Purchase of Equipment by Board of Supervisors of Clay County, MS
(E911 CAD System)**

Dear Madam/Sir:

Pursuant to your request, we hereby render the following opinion regarding the Governmental Lease Purchase Agreement (the "Agreement"), dated July 5, 2018 between the Board of Supervisors of Clay County, Mississippi (the "Lessee") and, Hancock Whitney Bank (the "Lessor").

We have acted as counsel to the Lessee with respect to certain legal matters pertaining to the Agreement, and to the transactions contemplated thereby. We are familiar with the Agreement and we have examined such agreements, schedules, statements, certificates, records, including minutes of the governing body of the Lessee and any other governing authority, and other instruments of public officials, Lessee, and other persons, as we have considered necessary or proper as a basis for the opinions hereinafter stated.

Based on such examination, we are of the opinion that:

1. Lessee has full power, authority and legal right to purchase equipment, as defined in the Agreement, and to execute, deliver and perform the terms of the Agreement. The purchase of the equipment and the execution, delivery and performance of the Agreement has been duly authorized by all necessary action on the part of Lessee and any other governing authority and does not require the approval of, or giving of notice to, any other federal, state, local, or foreign governmental authority and does not contravene any law binding on Lessee or contravene any indenture, credit agreement or other agreement to which Lessee is a party or by which it is bound. The Agreement grants the Lessor a valid, first priority security interest in the Equipment.



452 EAST STREET

2. The agreement has been duly authorized, executed and delivered and constitutes a legal, valid and binding obligation of Lessee, enforceable in accordance with its terms.
3. All required procedures and laws for the purchase of the equipment and the execution, delivery and performance of the Agreement, including competitive bidding, if applicable, have been complied with, and all will be paid out of funds which are legally available for such purposes.
4. With respect to the tax-exempt status of the portion of rental payments under the Agreement, under present law:
 - (a) The Agreement is a conditional sales agreement which qualifies as an obligation for purposes of Section 103(a) of the Internal Revenue Code of 1986, as amended (the "Code"), and the Treasury regulations and rulings thereunder.
 - (b) The interest portion of the rental payments under the terms of the Agreement is exempt from federal income taxation pursuant to Section 103(a) of the Code and the Treasury regulations and rulings thereunder. The interest portion of the rental payments under the terms of the Agreement is exempt from Mississippi Income Taxation.
5. The Lessee has designated the Agreement as a qualified tax-exempt obligation of Lessee for purposes of Section 265(b)(3) of the Internal Revenue Code of 1986.
6. There are no pending or threatened actions or proceedings before any court, administrative agency or other tribunal or body against Lessee which may materially affect Lessee's financial condition or operations; or which could have any effect whatsoever upon the validity, performance or enforceability of the terms of the Agreement.

This opinion is being furnished to you in connection with the above-referenced transaction. The opinions expressed herein are for the sole benefit of and may be relied upon by the Lessor and its assigns and are not to be delivered to or relied upon by any other party without prior written consent.

Hancock Whitney Bank
Public Finance Department
July 13, 2018
Page Three.

If I can be of further assistance, please do not hesitate to call.

Sincerely yours,

TURNER & ASSOCIATES, P.L.L.C.



Angela Turner Ford

cc: Mr. Lynn D. Horton, President
Ms. Amy G. Berry, Clerk

Information Return for Tax-Exempt Governmental Obligations

▶ Under Internal Revenue Code section 149(e)
 ▶ See separate instructions.
 Caution: If the issue price is under \$100,000, use Form 8038-GC.

OMB No. 1545-0720

Part I Reporting Authority

If Amended Return, check here

1 Issuer's name Board of Supervisors Clay County, MS		2 Issuer's employer identification number (EIN) 64-6000252
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions) Amy Berry - Chancery Clerk		3b Telephone number of other person shown on 3a 662-494-3124
4 Number and street (or P.O. box if mail is not delivered to street address) P. O. Box 815	Room/suite	5 Report number (For IRS Use Only) 3
6 City, town, or post office, state, and ZIP code West Point, MS 39773		7 Date of issue
8 Name of issue Clay County LP Series 2018		9 CUSIP number None
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions) Amy Berry - Chancery Clerk		10b Telephone number of officer or other employee shown on 10a 662-494-3124

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.

11 Education	11		
12 Health and hospital	12		
13 Transportation	13		
14 Public safety	14	\$157,402	00
15 Environment (including sewage bonds)	15		
16 Housing	16		
17 Utilities	17		
18 Other. Describe ▶	18		
19 If obligations are TANs or RANs, check only box 19a			<input type="checkbox"/>
If obligations are BANs, check only box 19b			<input type="checkbox"/>
20 If obligations are in the form of a lease or installment sale, check box			<input checked="" type="checkbox"/>

Part III Description of Obligations. Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21		\$ 157,402.00	\$ N/A	N/A years	3.55 %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)

22 Proceeds used for accrued interest	22		
23 Issue price of entire issue (enter amount from line 21, column (b))	23	\$157,402	00
24 Proceeds used for bond issuance costs (including underwriters' discount)	24		
25 Proceeds used for credit enhancement	25		
26 Proceeds allocated to reasonably required reserve or replacement fund	26		
27 Proceeds used to currently refund prior issues	27		
28 Proceeds used to advance refund prior issues	28		
29 Total (add lines 24 through 28)	29	\$157,420	00
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30		

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.

31 Enter the remaining weighted average maturity of the bonds to be currently refunded	▶	_____ years
32 Enter the remaining weighted average maturity of the bonds to be advance refunded	▶	_____ years
33 Enter the last date on which the refunded bonds will be called (MM/DD/YYYY)	▶	_____
34 Enter the date(s) the refunded bonds were issued (MM/DD/YYYY)	▶	_____

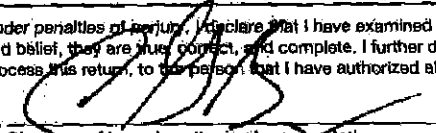
For Paperwork Reduction Act Notice, see separate instructions.

Cat. No. 83773S

Form **8038-G** (Rev. 9-2011)

Part VI Miscellaneous

35	Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35	
36a	Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) (see instructions)	36a	
	b Enter the final maturity date of the GIC ▶ _____		
	c Enter the name of the GIC provider ▶ _____		
37	Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units	37	
38a	If this issue is a loan made from the proceeds of another tax-exempt issue, check box <input type="checkbox"/> and enter the following information:		
	b Enter the date of the master pool obligation ▶ _____		
	c Enter the EIN of the issuer of the master pool obligation ▶ _____		
	d Enter the name of the issuer of the master pool obligation ▶ _____		
39	If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box		<input checked="" type="checkbox"/>
40	If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box		<input type="checkbox"/>
41a	If the issuer has identified a hedge, check here <input type="checkbox"/> and enter the following information:		
	b Name of hedge provider ▶ _____		
	c Type of hedge ▶ _____		
	d Term of hedge ▶ _____		
42	If the issuer has superintegrated the hedge, check box		<input type="checkbox"/>
43	If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box		<input type="checkbox"/>
44	If the issuer has established written procedures to monitor the requirements of section 148, check box		<input type="checkbox"/>
45a	If some portion of the proceeds was used to reimburse expenditures, check here <input type="checkbox"/> and enter the amount of reimbursement ▶ _____		
	b Enter the date the official intent was adopted ▶ _____		

Signature and Consent	Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to this IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.			
	 Signature of issuer's authorized representative			Amy Berry - Chancery Clerk Type or print name and title
Paid Preparer Use Only	Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed
	Firm's name ▶	Firm's EIN ▶		PTIN
	Firm's address ▶	Phone no. ▶		

PURCHASE ORDER
CLAY COUNTY
WEST POINT, MS
662-494-3124

Requisition #: 25053

OPEN

PO #: 41847
Date: 11/17/2017

Vendor #: 0583

Bill to:
CLAY COUNTY E911
PO BOX 815

AT&T
P. O. BOX 5014

WEST POINT MS 39773-0000

CAROL STREAM IL 60197-5014

Ship to:
CLAY COUNTY E911
1252 E BROAD ST

WEST POINT MS 39773-0000

Bid Date:

Contract Date:

QUANTITY	DESCRIPTION	PRICE	TOTAL
1.00	CAD SYSTEM - HARDWARE, SO 001- - E INSTALLATION AND TRAINI 001- - STATE EPL #3748 APPROVED 001- - THE BOARD 11/9/2017 001- -	158148.50	158148.50

TOTAL AMOUNT OF PURCHASE ORDER: 158148.50

Neude
Purchase Clerk

ORIGINAL DATE OF PRINT: 11/17/2017 10:40:47



MS EPL #3748, effective until April 30, 2019

Quote For: AT&T Public Safety
BST Purchasing and Leasing LP, PO Box 66795
St. Louis, MO
63166

Quote Nbr: 00037441
Create Date: July 25, 2017
Expire Date: Oct 23, 2017
Paym't Terms: Net 30

For End User: Clay County 911 (TN)

Contact: Sonya Sistrunk
Phone: (601) 824-5994
Mobile: (601) 278-9934
Email: ss7315@att.com

Sales Exec: Derek Smith
Mobile: +1 6014418298
Email: dsmith@caliberpublicsafety.com
Orders Fax: 866-368-8602

Prod Family	Item Family	Product Code	Product Description	Quantity	Extended Price
InterActCAD	Software	CAD-CLIENT	InterAct CAD Client License - Lite	2	
		CAD-CLIENT-ADMIN	InterAct CAD Client License - Lite (Admin/Backup Position)	1	
		CI-UPGD-CADNGCL	InterAct CAD/Map Engine Software License/3rd Party Software (per license)	3	
		CAD-SERVER	InterAct CAD Server License - Lite	1	
					\$ 58,438.00
	Hardware	HWKIT-CADMSVR	CAD Database / Application Server - Hardware only	1	
		HWKIT-CADWKSTN	CAD Standard Workstation - Hardware only	3	
		HWKIT-CADPRTGSVR	PRTG Network Monitor	1	
		HWKIT-CADCABINET	CAD Standard Server Cabinet Kit - Hardware only (24U rack-24" wide and 42" deep)	1	
					\$ 37,088.00

760

Services	PS-CAD-NEW-S	InterAct CAD Implementation & Consulting Services - up to 5 people Services include: Project Management, Project Execution, Software installation and Configuration, GIS Conversion Execution, Training (1 CAD Admin class (4 days, up to 4 admin); 2 CAD User classes (2 days, up to 16 users)), Cutover, Post-Cutover Support.	1	
	CI-WKOS-5	Workstation Order OS & Applications 3-5 wrkstns- InterAct provided hardware (onsite)	1	
	CI-HWINST-5	InterAct Server Hardware Order/Rack/OS/SQL/Application 1-5 Licenses (onsite) (InterAct provided HW) (onsite)	1	
	TR-TRKIT	CAD Portable Training Kit (4 wrkstns or 4 laptops)	1	
	MISC-TRAVEL	Estimated Travel Time	1	
				\$ 73,913.70
Maint/Supt	HDKIT-CADWKSTN	CAD Standard Workstation - Help Desk Coordination	3	
	HDKIT-CADSMSVR	CAD Database / Application Server - Help Desk Coordination	1	
	HDKIT-CADPRTGSVR	PRTG Network Monitor - Help Desk Coordination	1	
	HDKIT-CADCABINET	CAD Standard Server Cabinet Kit - Help Desk Coordination (24U rack-24" wide and 42" deep)	1	
				\$ 3,708.80
Discount	Discount (CAD)	Discount for InterAct CAD family products	1	
				\$ (15,000.00)
				\$ 158,148.50

Annual Maint,
Supt & Subscr: \$15,582.00

billed at \$1,299 per month

Special Order Note:

The Quotation/Order Form does not include Data Conversion Services.

CONFIDENTIAL

Not for Disclosure outside the AT&T Companies without written authorization

761

RECEIVING REPORT
CLAY COUNTY
West Point, MS 39773

041176

Vendor AT&T

Date Received 4.26.18

TO BE FILLED IN BY PURCHASE CLERK:

Purchase Requisition Number 41847

Purchase Order Number _____

Shipped From: Carol Stream, IL
Shipped Via: Delivery

Quantity Received	Description of Commodities or Services Received
1	CAD system - Hardware, software, installation, and training, state approved 11/9/17 48

Received By: [Signature]
Receiving Clerk, Inventory Custodian, or Deputy

Agrees with Purchase Order Except as Noted:
[Signature]
Clerk (Purchase Dept. or Accounting Dept.)

INSTRUCTIONS

1. A receiving report shall be prepared and should be delivered (Copy 3) to the purchase clerk no later than noon on the third regular business day after receipt of the commodities or services.
2. Copy 1 shall be sent to the clerk of the board of supervisors.
3. Copy 2 shall be sent to the Requisitioning Department (or inventory control clerk, if applicable).
4. The clerk of the board shall attach the purchase requisition, purchase order, and receiving report to the vendor's properly itemized invoice prior to entry upon the docket of claims.
5. Copy 4 shall be retained in the office of the receiving clerk.

WHITE - Clerk of Board of Supervisors / CANARY - Requisition Department / BLUE - Purchase Clerk File / PINK - Office of Receiving Clerk

PURCHASE REQUISITION

CLAY COUNTY PURCHASING
P.O. Box 815, County Courthouse
West Point, MS 39773
662-494-3313

Requisition 25053

Related Purchase Order No. 41847

11/16/17

County Department or Office

Date

Budget to be Charged:

Date Needed

911

Delivery to:

Quantity Requested	Description of Items Requested	(For Purchase Clerk's Use Only)
	CAD System - hardware, software, installation + training	ATTN \$158148.50
	State EPL # 3768	
	Approved by BOS 11/9/17	
	(see attached quote)	

MY OFFICE PRODUCTS—TUPELO, MS 38801

Approved:


Authorized Signature



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/17/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: Arthur J. Gallagher Risk Management Services, Inc. 750 Woodlands Parkway, Suite 200, Ridgeland MS 39157
CONTACT NAME, PHONE, FAX, E-MAIL, ADDRESS
INSURER(S) AFFORDING COVERAGE: INSURER A: Charter Oak Fire Insurance Company, NAC#: 25615

COVERAGES CERTIFICATE NUMBER: 1014734591 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL(SUBR) INSD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Includes Commercial General Liability, Automobile Liability, Umbrella Liability, Workers Compensation, and Property coverage details.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Hancock Bank is loss payee and additional insured as respects upgrade on E911 AT&T CAD System - hardware, software valued at \$156,148.50.

CERTIFICATE HOLDER: Hancock County Bank, 2510 14th St, Gulfport MS 39501
CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: [Signature]

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NO. _____

**IN THE MATTER OF DECLARING SURPLUS PROPERTY AND DELETING ASSETS
FROM THE SHERIFF'S DEPARTMENTAL FIXED ASSET LEDGER**

There came on this day for consideration the matter of declaring surplus property and deleting assets from the Sheriff's Departmental Fixed Asset Ledger.

It appears to this Board comes now the Sheriff of Clay County, Eddie Scott, who is requesting this Board's consideration in deleting two vehicles from the Sheriff's Fixed Asset Ledger, to-wit:

SD799, Ford Explorer 2000, S/N 1FMZU62E5YZB50468

SD1220, Ford Taurus 2003, S/N 1FAFP53U13A231561

It would appear further to this Board the said vehicles have more than 250,000 miles and are having recurring troubles more consistently costing the Sheriff more money to keep on fleet than what the said vehicles are valued.

After motion by Shelton Deanes and second by R. B. Davis this Board doth vote unanimously to authorize and approve to declare the assets as stated above as surplus property and for the said assets to be deleted and removed from the Sheriff's Department's Fixed Asset Ledger.

SO ORDERED this the 5th day of July, 2018.



Lynn D. Horton, President

CERTIFICATE OF TITLE

Form 79-001-05-7-1-000

STATE OF MISSISSIPPI

ORIGINAL

SD1220

VEHICLE IDENTIFICATION NUMBER	MAKE	YEAR	MODEL	BODY	TITLE NUMBER
1FAP53U13A231561	FORD	2003	TAU	4D	9829418-02

TITLE DATE	DATE OF FIRST SALE FOR USE NEW ONLY	NO. CYL	NEW / USED	TYPE OF VEHICLE	PASS. OR GVW
06012007		06	X	PASS	000

COPY

ODOMETER - TENTHS NOT INCLUDED

072790

ACTUAL MILEAGE

OWNER

CLAY COUNTY SHERIFF DEPT
330 W BROAD ST
WEST POINT MS 39773

1ST LIENHOLDER (OR OWNER IF NO LIEN)

CLAY COUNTY SHERIFF DEPT
330 W BROAD ST
WEST POINT MS 39773

DATE:

MONTH | DAY | YEAR

2ND LIENHOLDER

DATE:

MONTH | DAY | YEAR

LIEN SATISFACTION: THE UNDERSIGNED HOLDER OF ABOVE DESCRIBED LIENS) ON THE MOTOR VEHICLE DESCRIBED HEREON HEREBY ACKNOWLEDGES SATISFACTION THEREOF.

1ST LIEN _____ BY _____
(LIENHOLDER) (SIGNATURE AND TITLE)

THIS _____ DAY OF _____ 20 _____

2ND LIEN _____ BY _____
(LIENHOLDER) (SIGNATURE AND TITLE)

THIS _____ DAY OF _____ 20 _____

IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND THIS



THE 01 DAY OF JUNE 20 07
07150607047 00027

CONTROL NUMBER
14982303

STATE TAX COMMISSION

Joseph L. Blount

The Mississippi State Tax Commission hereby certifies that on application duly made, the person named herein is registered by this office as the lawful owner of the vehicle described subject to the lien of security interests as may subsequently be filed with the State Tax Commission. This certificate of title is issued pursuant to the Mississippi Motor Vehicle Title Law Section 63-21-1, Mississippi Code of 1972, and subject to the provisions thereof.

VOID IF ALTERED

FORM 75-0001 (REV. 10-1-79)
ASSEMBLE APPLICATIONS FOR MAILING
 Remittance Advice and Check, and
 Remittance Advice have space to fit 12 applications
 Application for Certificate of Title
 M. C. O. or Certificate of Title, except
 Other support documents
 Use staples, top corners to hold 1, 2, 3 together
NOTE TO LARGER DEALER: Use up to 9 Remittance
 Advice Forms, or 100 spots, for single mailing

STATE TAX COMMISSION
 DEPARTMENT OF REVENUE
 TITLE BUREAU - POST OFFICE BOX 100
 JACKSON, MISSISSIPPI 39201

APPLICATION FOR CERTIFICATE OF TITLE

ENTER COMPLETE MISSISSIPPI TITLE NO. _____

First Miss. Title Attach M.C.O. or other state title Attach Miss. Title Attach Misc. Title Attach Misc. Title

TITLE TYPE ORIGINAL (X) CORRECTION () TRANSFER () LIEN CHANGE ()

VEHICLE TYPE: PASS (1) TRK TRACTOR (2) AMB (3) TRK (4) BUS (5) PVE TLR (6) MOTORCYCLE (7) MOTOR HOME CAB (8) TRK TLR (9)

MAKE	MODEL/SERIES	CYL	NO. PASS OR GVWR	BODY TYPE	COLOR	NEW	USED	FUEL	VEHICLE IDENTIFICATION NO. (VIN)	ODOMETER SEE CODES EXALPH 00-100000
FORD	EXPLODER	6	3863	4DR SBTUTY SU	Y			G	1FMZU62E5YZB50468	00 7

FROM WHOM PURCHASED (NAME): **METRO FORD AUTOMOBILE SALES, INC.** STREET/APP. / P.O. BOX: **P. O. BOX 3297**

CITY: **TUPELO** STATE: **MS** ZIP CODE: **38803** PREVIOUS TITLE NO.: _____ TITLING STATE: _____ TAG CODE: _____ EXP. YR: _____

CHARGE(S) LAST NAME, FIRST, INITIAL (S), & M.O.R. OR FIRST, INITIAL: **FORD CREDIT C/O CLAY COUNTY** STREET/APP. / P.O. BOX: **P. O. BOX 105704**

CITY: _____ STATE: _____ ZIP CODE: _____ CO. CODE: _____ DATE OF PURCHASE: MO. _____ DAY _____ YR. _____ TRADE IN: YES NO PURCHASED OUT OF STATE: YES NO

CITY: **ATLANTA** STATE: **GA** ZIP CODE: **30348** CO. CODE: **130** DATE OF PURCHASE: MO. _____ DAY _____ YR. _____ TRADE IN: YES NO PURCHASED OUT OF STATE: YES NO

1st LIENHOLDER NAME: _____ STREET ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____ LIENHOLDER NUMBER Contact Lienholder & get 0000: _____ DATE OF LIEN: MO. _____ DAY _____ YR. _____

2nd LIENHOLDER NAME: _____ STREET ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____ LIENHOLDER NUMBER Contact Lienholder & get 0000: _____ DATE OF LIEN: MO. _____ DAY _____ YR. _____

NAME OF SELLER: **METRO FORD AUTOMOBILE SALES, INC.** AUTHORIZED SIGNATURE: *Michael A. Burley*

I, THE UNDERSIGNED, CERTIFY THAT THE VEHICLE DESCRIBED ABOVE IS OWNED BY ME AND I HEREBY MAKE APPLICATION FOR A CERTIFICATE OF TITLE FOR SAID MOTOR VEHICLE AND THIS VEHICLE WILL NOT BE SUBJECT OF LIEN PRIOR TO RECEIPT OF TITLE UNLESS INDICATED ABOVE.

OWNER'S SIGNATURE: *FMCC BY Michael A. Burley* SOCIAL SECURITY NUMBER: _____

JOINT OWNER'S SIGNATURE: _____ SOCIAL SECURITY NUMBER: _____

I HEREBY CERTIFY THAT THE ABOVE DESCRIBED VEHICLE HAS BEEN PHYSICALLY INSPECTED BY ME AND THAT THE V.I.N AND DESCRIPTIVE DATA SHOWN ON THIS APPLICATION ARE CORRECT AND FURTHER, I IDENTIFIED THE PERSON SIGNING THE APPLICATION AND WITNESSED HIS SIGNATURE.

DESIGNATED AGENT: **METRO FORD AUTOMOBILE SALES, INC.** AUTHORIZED SIGNATURE: *Michael A. Burley*

DESIGNATED AGENT NO. **800-000-883-00** DATE **MARCH 27 00** APPLICATION NUMBER: **64960884**

See reverse of copy 4 for important information. OWNER'S TEMPORARY PERMIT: _____

NO. _____

***IN THE MATTER OF AUTHORIZING THE SALE OF SURPLUS PROPERTIES AT THE
COLUMBUS AUCTION SALE***

There came on this day for consideration the matter of authorizing sale of surplus properties at the Columbus Auction Sale.

It appears to this Board the Sheriff, Eddie Scott, is requesting authority to sale the surplus property as declared by this Board, SD799 and SD1220, at the Columbus Auction Sale.

After motion by Shelton Deanes and second by R. B. Davis this Board doth vote unanimously to authorize and approve of the sale of the surplus properties at the Columbus Auto Auction.

SO ORDERED this the 5th day of July, 2018

A handwritten signature in black ink, appearing to read "Lynn D. Horton", is written over a horizontal line.

Lynn D. Horton, President

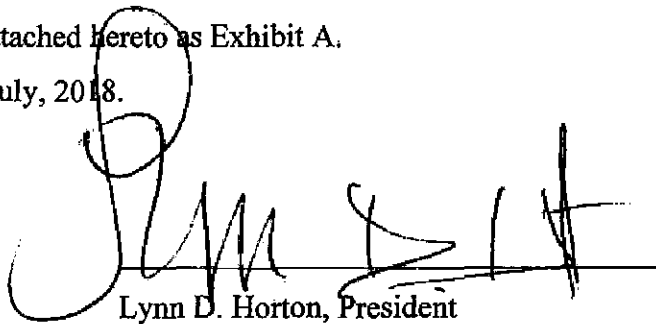
NO. _____

**IN THE MATTER OF AUTHORIZING AND APPROVING THE CONSTABLES TO
TRAVEL TO VICKSBURG MS FOR THE MS CONSTABLES ASSOCIATION
QUARTLERY BOARD MEETING**

There came on this day for consideration the matter of authorizing and approving the Constables to travel to Vicksburg MS for the MS Constables Association quarterly Board meeting.

After motion by Shelton Deanes and second by Joe Chandler this Board doth vote unanimously to authorize and approve for the Constables to travel to Vicksburg MS on July 27, 2018 for the Quarterly Board meeting as attached hereto as Exhibit A.

SO ORDERED this the 5th day of July, 2018.




Lynn D. Horton, President

Harriett Bragg

From: Suzanne Heggins <suzanne@hmpromo.com>
Sent: Tuesday, June 12, 2018 8:48 AM
To: bobbyhollowayconstable2011@yahoo.com; constable.necaise@gmail.com;
constablecurry@gmail.com; chriscoleman@dctweb.net; christyanne@bellsouth.net;
gnjmckay@cablelynx.com; jdcc11@yahoo.com; jdbridges@montgomerycountymd.com;
John Heggins; ldg4204@gmail.com; lewisstaff52@hotmail.com;
colemantactoreq@bellsouth.net; Randy Atkinson; batkinson@co.leake.ms.us;
mscowboy39@yahoo.com; hbragg@claycounty.ms.gov; willieanderson.constable2
@gmail.com
Subject: USE THIS ONE MCA July 2018 Board Meeting
Attachments: Board Meeting July2018.pdf

DISREGARD LAST EMAIL, sorry!

Please see attached 

Thank you,

John H. Heggins

Mississippi Constables Association

197 Still Drive * Vicksburg, MS 39180

601-218-6866

john@hmpromo.com * www.msconstables.com

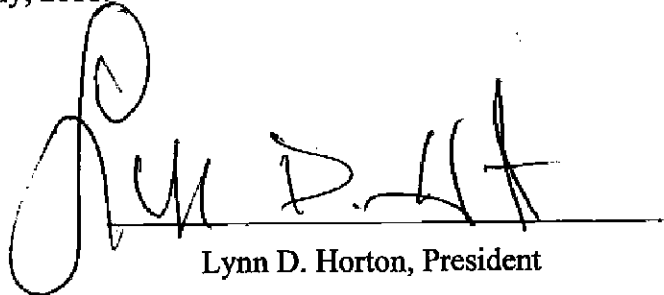
NO. _____

***IN THE MATTER OF AUTHORIZING AND APPROVING THE DELTA COMPUTER
SYSTEMS INC SOFTWARE SUPPORT AGREEMENT ON THE CHANCERY COMPUTER
INDEXING SCANNING RECORDS SYSTEM***

There came on this day for consideration the matter of authorizing and approving the Delta Computer Systems Inc software support agreement on the Chancery computer indexing scanning records system.

After motion by Shelton Deanes and second by Luke Lummus this Board doth vote unanimously to authorize and approve of the software support agreement on the Chancery Clerk's office computer indexing scanning records system as attached hereto as Exhibit A.

SO ORDERED this the 5th day of July, 2018.



Lynn D. Horton, President



Delta Computer Systems, Inc.

A Harris Local Government Company

1085 Tommy Munro Drive
 Biloxi, MS 39532
 Phone : (228) 388-7688
 Fax: (228) 388-7689

Computer Software Support Agreement ADDENDUM

For: CLAY COUNTY MISSISSIPPI-MS CHANCERY CLERK

MS13

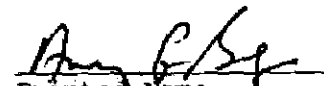
Below is a current list of maintenance/support/web hosting charges for the upcoming fiscal year 10/ 1/2018. These charges will be billed on 9/15/2018 due for payment 10/ 1/2018.

Delta Contract Number	Description	Date of Last Increase	Current Rate	New Rate	Rate Type
20830	Land Records Instrument Indexing	09/2017	95.00	100.00	
20840	Image Enable Instrument Indexing	04/2015	20.00	20.00	
20850	Intranet Browser Based	04/2015	30.00	35.00	
20860	Paperlink Imaging Base	09/2017	95.00	100.00	
20870	Paperlink Scan Station License (2)	09/2017	160.00	170.00	
20880	Paperlink View Station License (5)	09/2016	80.00	85.00	
20970	Insite (GUI) License	(7) 09/2017	75.00	80.00	
IVMCBF03 (1)			TOTAL:	555.00	590.00 MONTHLY

Agreed this 5th day of July, 2018.

CLAY COUNTY MISSISSIPPI
 County/Office Name


 Client Signature


 Printed Name

Accepted: Delta Computer Systems, Inc.

TO: CLAY COUNTY MISSISSIPPI
 CHANCERY CLERK: AMY BERRY
 PO BOX 815
 WEST POINT MS 39773



Computer Software Support Agreement

Purpose

The purpose of this agreement is to assure you that all software provided by Delta Computer Systems, Inc. (Delta) as listed on the addendum(s) to this agreement is in compliance with applicable laws, rules and regulations as they pertain to the software. As the laws change, Delta will provide updated programs to meet the demands of the legislation.

Delta's Obligations

Delta will analyze new regulations and prepare modifications of the software to ensure the system conforms. The modifications shall be limited to existing licensed software which you have purchased and shall not include new systems. New programs required to meet new, additional requirements shall not be provided under this agreement. For example, if you licensed the magnetic payroll tax reporting system and IRS initiates a change to the method of reporting, the changes will be provided under this agreement. However, if you had not purchased the magnetic reporting software initially, there would be an additional charge for the program.

Problem resolution is handled on a first come first serve basis within a priority group. Priority groups are determined by user need and externally defined deadlines. Completely down systems have priority over operational systems. Externally defined deadlines (IRS, State, Federal, etc.) have priority over non-deadline items. Average response for critical items is two hours or less depending upon the complexity of the request.

All software updates will be delivered to you electronically or by mail depending upon the size and urgency of the update. Delta shall provide installation instructions and/or telephone assistance for loading updates as appropriate. Delta shall not be responsible for maintaining any of your modifications. Corrections of difficulties or defects traceable to your errors or system changes will be billed at triple the standard rate.

Client's Obligations

Client shall inform Delta as soon as reasonably possible as to the nature and impact of upcoming legislative changes that affect the software system. Client shall provide copies of all pertinent documentation and shall assist Delta in understanding the new requirements and developing a method of meeting the requirements. During the term of the software support agreement, Client shall at Client's expense, provide Delta with secure telnet and ftp internet access to Client's server from Delta's server for the purpose of diagnosing problems and to facilitate software updates.

General Terms

This contract shall commence on the first day of delivery of the software or upon acceptance of the addendum(s) by both parties and shall remain in effect for one year. Fees for software support shall be payable monthly or annually in advance. A penalty of 1.5 percent per month of the outstanding balance will be assessed to accounts that remain past due more than 60 days. Delta reserves the right to withhold services for any account which is past due more than 60 days.

Client shall be responsible for all incidental costs such as mail, telephone, travel and subsistence in connection with support services.

Client shall use Delta's prescribed reporting procedures to outline software problems.

Either party may terminate this agreement after a 90 day written notice and payment of all outstanding amounts due.

This agreement shall automatically renew at each annual period. Delta reserves the right to modify its fees by providing notice of such 60 days prior to the renewal period.

Services provided by Delta that are above and beyond the scope of this agreement shall be billable at Delta's current rate at the time such services are rendered.

This agreement is binding on, the parties hereto and their successors, and to Seller's assigns, sub-lessees and transferees.

Agreed this 5th day of July, 2008

CLAY COUNTY MISSISSIPPI

Client Name

[Signature]

Client Signature

Lynn D. Horton

Printed Name

Accepted: Delta Computer Systems, Inc.
1085 Tommy Munro Drive
Biloxi, MS 39532

NO. _____

***IN THE MATTER OF VOIDING THE TAX RECEIPT OF THE 2016 HOMESTEAD
EXEMPTION DISALLOWANCE FOR PARCEL NO. 083C114C 0120000***

There came on this day for consideration the matter of authorizing and approving to void the receipt of the 2016 Homestead Exemption Disallowance for parcel no 083C114C 0120000.

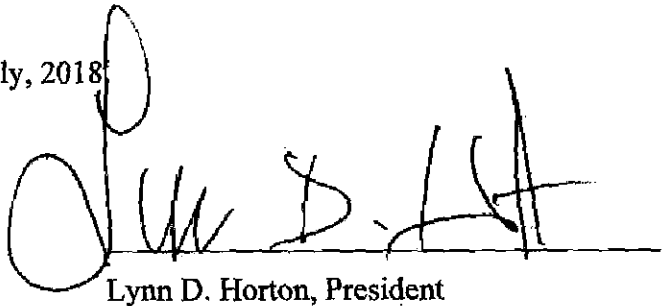
It appears to this Board on January 10, 2017 Jennifer Trenor Stuart sold the parcel as referenced to above to Cameron Wesley Frost, and:

It appears to this Board on September 20, 2017 this Board received official notice from the MS Department of Revenue that the Homestead Exemption Credit had been disallowed on the said property for year 2016 under the Homestead Exemption Applicant name of Jennifer Trenor, and;

It appears to this Board as outlined in Section 27-33-37(1)(ii) of the Mississippi Code of 1972 as attached hereto as Exhibit C, a Homestead Exemption Disallowance follows the applicant and not the land owner and being the land was conveyed to a new owner, the current owner Cameron Wesley should not be penalized for the said 2016 Homestead Chargeback.

THEREFORE, after motion by Shelton Deanes and second by Luke Lummus this Board doth vote unanimously to void the receipt of the 2016 Homestead Exemption Chargeback on parcel no. 083C114C 0120000 and further orders the Clerk to locate the former land owner making them aware of the 2016 Homestead Chargeback in which they are responsible for to settle the said obligation to the County.

SO ORDERED this the 5th day of July, 2018

A handwritten signature in black ink, appearing to read "Lynn D. Horton", written over a horizontal line.

Lynn D. Horton, President

505 Dogwood Dr

Homestead Notice of Adjustment

DEPARTMENT OF REVENUE STATE OF MISSISSIPPI



Date: June 01, 2017
Letter ID: L0220912512
Period: December 31, 2016
Account #: 1027-8052



AMY GRAY BERRY
CLAY CO BOARD OF SUPERVISORS
PO BOX 815
WEST POINT MS 39773-0815

STUART JENNIFER N TRENOR
1001 E WESTBROOK ST
WEST POINT MS 397730000

Reimbursement Year: 2016
Parcel#: 083C114C 0120000

School District: West Point Consolidated School District

This is notice that the Department is making an adjustment to the County's Homestead Exemption reimbursement. The above applicant is not qualified for Homestead Exemption.

12. Applicant or applicant's spouse was allowed exemption on other property. §27-33-21 (c)

If the applicant has any questions about an income tax debt, they may review their account information online through the Taxpayer Access Point at www.dor.ms.gov. If the applicant has any questions about residency status or does not have internet access, they may call 601-923-7618 for assistance.

Please complete the enclosed Notice Certification and forward to the appropriate offices as directed.

You may provide a copy of this notice to the applicant. Please note that the applicant must file any objection to this action with the Clerk of the CLAY County Board of Supervisors (Chancery Clerk's office), not the Department. The applicant has 30 days from the date of this letter to file the objection with the Clerk. If not filed in the time provided, the decision to disallow the applicants homestead exemption is final.

Sincerely,
Tax Administrator

Enclosure: Notice Certification

S: 14 T: 17 R: 06E
Indexing Instructions:
Lot: Block:

P.O. Box 1033 Jackson, MS 39215-1033 Phone: (601) 923-7700 Fax: (601) 923-7714

Form # 10011 v. 05

Visit www.dor.ms.gov for tax

mail, please have this letter with you.

Book HC 1 Pg 909
Instrument 2017005409

Notice Certification

Date: June 01, 2017
Letter ID: L0220912512
Period: December 31, 2016

This certifies that the Board of Supervisors for CLAY County considered the Notice of the Department of Revenue of its disallowance of the Homestead Exemption for the below applicant. The Board entered into its minutes its determination concerning whether to accept or object to this action.

Applicant Name	Parcel #	School District
STUART JENNIFER N TRENOR 1001 E WESTBROOK ST WEST POINT MS 397730000	083C114C 0120000	West Point Consolidated School District

Agree and Accept

The Board has met and entered into its minutes an order directing that the CLAY County Tax Collector re-assess and list the above property as subject to all taxes. The tax is due and payable on or before the next February 1, following the date of this notice.

So certified and confirmed by the Clerk of the CLAY Board of Supervisors,

Clerk _____
(Board Clerk Signature)

The meeting of the CLAY Board of Supervisors was held 8/7/2017
(Enter date)

If in agreement, a copy of this completed document must be provided to the CLAY County Tax Collector.

Disagree and Object

The Board has met and entered into its minutes an order of its intent to file an objection with the Department of Revenue concerning this action.

So certified and confirmed by the Clerk of the CLAY Board of Supervisors,

Clerk _____
(Board Clerk Signature)

The meeting of the CLAY Board of Supervisors was held _____
(Enter date)

If in disagreement, a copy of this completed document must be provided to the Department of Revenue, Office of Property Tax. A copy of the order of the Board of Supervisors providing the reason for the objection must be attached along with any documentation necessary to support the objection.

**Book HC 1 Pg 910
Instrument 2017005409**



Clay County Mississippi
Filed 09/20/2017 03:17 P
Book HC 1 Pg 909
Amy Berry, Chancery Clerk

Prepared by:
H. Scott Ross
Attorney At Law
Ross & Kelley, PLLC
P.O. Box 332
West Point, Mississippi 39773
(662) 494.2593
File No. 16.0195

Return to:
H. Scott Ross
Attorney At Law
P.O. Box 332
West Point, Mississippi 39773
(662) 494.2593

STATE OF MISSISSIPPI
COUNTY OF CLAY

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten and 00/100 Dollars, (\$10.00) cash in hand paid and other good and valuable considerations the receipt and sufficiency of which is hereby acknowledged ,

JENNIFER N. TRENOR, one and the same person as JENNIFER TRENOR STUART & RICHARD TODD STUART
505 Dogwood Drive
West Point, Mississippi 39773
662.605.3361

do hereby convey and warrant to

CAMERON WESLEY FROST
685 East Westbrook
West Point, Mississippi 39773
662.295.0022

the following described real property located and situated in Clay County, Mississippi, to-wit:

Lot 11, Block 48, of the City of West Point, Mississippi, per A.L. Goodman survey of said City.

SUBJECT TO all prior mineral reservations, if any, and also subject to easements for public utilities and rights of way for public roadways, whether the same appear of record or not, if any.

There is excepted from the warranty of this deed the lien for 2017 County, city & State ad valorem taxes, not yet due and payable which the Grantee assumes and agrees to pay, taxes having been pro-rated between the parties as of the date of this Deed.

Book DEED 293 Pg 150
Instrument 2017000067

WITNESS our signatures this the 9th day of January, 2017.

Jennifer Trezor Stuart
Jennifer Trezor Stuart, Grantor
Richard Todd Stuart
Richard Todd Stuart, Grantor

STATE OF MISSISSIPPI

COUNTY OF CLAY

THIS DAY PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority in and for the State and County aforesaid, Jennifer Trezor Stuart and Richard Todd Stuart acknowledged, that they signed executed and delivered the above and foregoing WARRANTY DEED, on the day and year herein shown as their free and voluntary act and deed.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 9th day of January, 2017.

(seal)

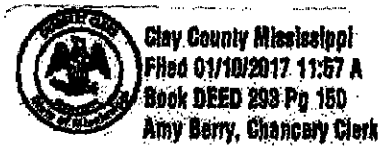
My Commission Expires: 1-24-2019



Jamie W. Middleton
Notary Public

INDEXING INSTRUCTIONS:

Lot 11, Block 48, City of West Point, Clay County, Mississippi.



Book DEED 293 Pg 151
Instrument 2017000067

NO. _____

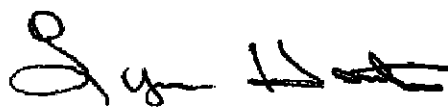
IN THE MATTER OF TRANSFERRING INTEREST EARNED

There came on this day for consideration the matter of transferring interest earned.

It appears to this Board interest has been earned on the Payroll Clearing Account in the amount of \$ 18.17 and in the Insurance Clearing Account in the amount of \$6.65 for and the said amounts should be transferred and settled to the General Operating Fund.

After motion by Joe Chandler and second by Shelton Deanes this Board doth vote unanimously to authorize the said transfer as stated above.

SO ORDERED this the 5th day of July, 2018.



Lynn D. Horton, President

NO. _____

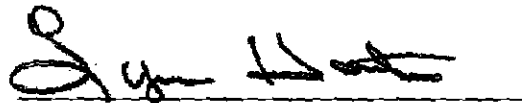
IN THE MATTER OF AN INTER FUND LOAN

There came on this day for consideration the matter of an inter-fund loan.

It appears to this Board an inter-fund loan is needed to be made to Fund No. 097, E911 Fund from Fund No. 018, TVA Special Fund in the amount of \$17,887.26 in order for the said fund to not be overdrawn for the month of June 30, 2018.

After motion by Luke Lummus and second Joe Chandler this Board doth vote unanimously to authorize the said inter-fund loan as stated above.

SO ORDERED this the 5th day of July, 2018.



Lynn D. Horton, President

NO. _____

IN THE MATTER OF A TRANSFER OF FUNDS

There came on this day for consideration the matter of a Transfer of Funds.

It appears to this Board a Transfer of Funds is needed to be made to Fund No. 230, District 3 Road B & I 2000 Fund from Fund No. 153, District 3 Road Fund in the amount of \$17,838.58 in order for the said fund to not be overdrawn for the month of July 31, 2018 and as budgeted.

After motion by Luke Lummus and seconded by Shelton Deanes this Board doth vote unanimously to authorize the said transfer as stated above.

SO ORDERED this the 5th day of July, 2018.



Lynn D. Horton, President

NO. _____

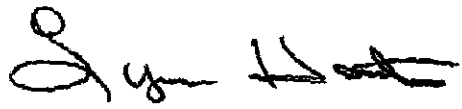
IN THE MATTER OF A TRANSFER OF FUNDS

There came on this day for consideration the matter of a Transfer of Funds.

It appears to this Board a Transfer of Funds is needed to be made to Fund No. 255, UNA Community Center Recreational Debt Service Fund from Fund No. 001, General County Fund in the amount of \$287.16 as budgeted in order for the said fund to not be overdrawn for the month of June 30, 2018.

After motion by Shelton Deanes and second by Luke Lummus this Board doth vote unanimously to authorize the said transfer as stated above.

SO ORDERED this the 5th day of July, 2018.



Lynn D. Horton, President

NO. _____

**IN THE MATTER OF SETTING THE BUILDING RENTAL FEE FOR THE UNA PARK
AND RECREATIONAL CENTER BUILDING**

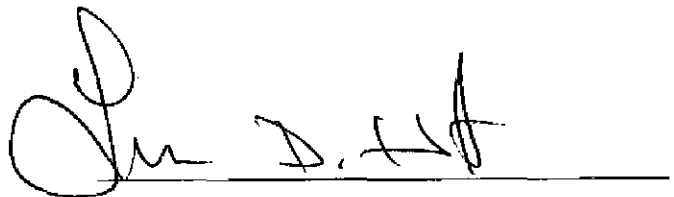
There came on this day for consideration the matter of authorizing and approving of setting the building rental fee for the Una Park and Recreational Center Building.

It appears to this Board Supervisor Deanes is requesting this Boards consideration in setting the building rental fee for the building, and;

It appears to this Board according to Supervisor Deanes given the square footage of the building and the fact that other amenities such as the park and a covered pavilion picnic area are available along with the building, he is recommending the rental fee of the building and park be set at \$350 which includes the \$50 initial deposit the individual is required to pay to reserve their date for the building, prior to the actual rental of the building the remaining \$300 balance must be paid in full, and upon inspection of the building by our building and grounds staff if everything in the building appears to be clean and in order, the building deposit of \$50.00 will be refunded back to the individual who rented the building.

After motion by Shelton Deanes and second by Luke Lummus this Board doth vote unanimously to authorize and approve of the said rental fee of \$350 which includes the \$50 deposit for the Una Park and Recreational Center Building.

SO ORDERED this the 5th day of July, 2018.



Lynn D. Horton, President

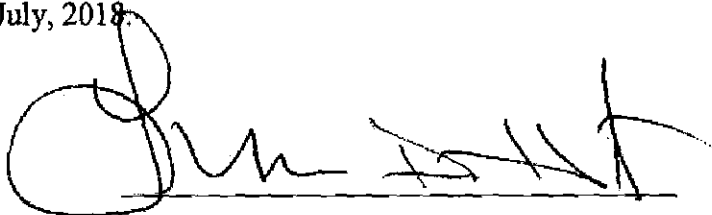
NO. _____

IN THE MATTER OF GOING INTO CLOSED SESSION

There came on this day for consideration the matter of going into closed session.

After motion by Luke Lummus and second by Shelton Deanes this Board doth vote unanimously to authorize to go into closed session.

SO ORDERED this the 5th day of July, 2018.



Lynn D. Horton, President

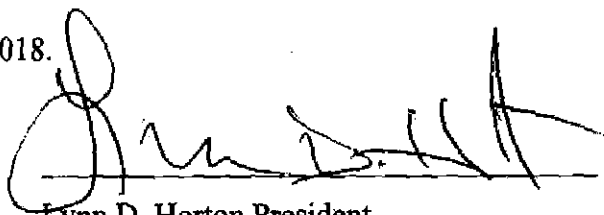
NO. _____

IN THE MATTER OF GOING FROM CLOSED SESSION TO EXECUTIVE SESSION AS ALLOWED UNDER SECTION 25-41-7 OF THE MISSISSIPPI CODE

There came on this day for consideration the matter of going from closed session to executive session as allowed under Section 25-41-7 of *The Mississippi Code*.

After motion by Luke Lummus and second by R. B. Davis this Board doth vote unanimously to go from closed session to executive session as authorized in Section 25-41-7 of *the Mississippi Code* regarding a personnel matter with the 16th Circuit Court District Drug Court office.

SO ORDERED this the 5th day of July, 2018.



Lynn D. Horton President


NO. _____

IN THE MATTER OF COMING OUT OF EXECUTIVE SESSION

There came on this day for consideration the matter of coming out of Executive Session.

After motion by Luke Lummus and second by R. B. Davis this Board doth vote unanimously to authorize and approve to come out of Executive session.

SO ORDERED this the 5th day of July, 2018.

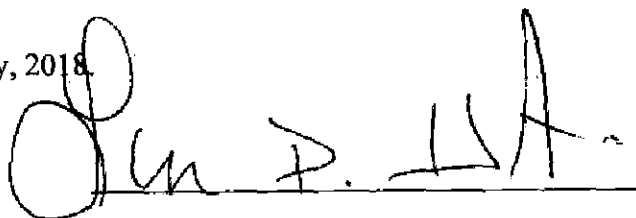
A handwritten signature in black ink, appearing to read "Lynn D. Horton", written over a horizontal line.

Lynn D. Horton, President

No action was taken by the Board after they came out of executive session.

After motion by R. B. Davis and second by Luke Lummus this Board doth vote unanimously to authorize to recess until Monday, July 16, 2018, at 9:00 a.m. at the Clay County Courthouse.

SO ORDERED this the 5th day of July, 2018.

A handwritten signature in black ink, appearing to read "Lynn D. Horton", written over a horizontal line.

Lynn D. Horton, President