

RESOLUTION OF THE BOARD OF SUPERVISORS OF MADISON COUNTY, MISSISSIPPI DECLARING ITS INTENTION TO ENTER INTO A LEASE PURCHASE FINANCING ARRANGEMENT IN AN AMOUNT NOT TO EXCEED FIVE MILLION THREE HUNDRED THOUSAND DOLLARS (\$5,300,000) PURSUANT TO SECTIONS 31-8-1 ET SEQ., MISSISSIPPI CODE OF 1972, AS AMENDED AND SUPPLEMENTED, WITH THE CENTRAL MISSISSIPPI PUBLIC IMPROVEMENT CORPORATION, INC. FOR THE PURPOSE OF ACQUIRING, RENOVATING, CONSTRUCTING, DELIVERY, INSTALLATION AND LEASING OF A PUBLIC BUILDING AND RELATED FACILITIES; RESOLUTION APPROVING DOCUMENTS RELATING TO SUCH LEASE; AND AUTHORIZING CERTAIN ACTION BY COUNTY OFFICIALS.

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

1. The Governing Body of the County is authorized by Sections 31-8-1 *et seq.*, Mississippi Code of 1972, as amended and supplemented (the "**Act**"), to acquire, renovate, construct, deliver, equip, install and lease public buildings through a lease purchase financing arrangement with any corporation, partnership, limited liability company, joint venture or individual.

2. The Governing Body, acting for and on behalf of the County, desires to acquire, renovate, construct, deliver, install and lease a public building and related facilities for use as a County Courthouse facility (the "**Project**") pursuant to a lease (the "**Lease**") with the Central Mississippi Public Improvement Corporation (the "**Corporation**"), a non-profit corporation organized under the laws of the State of Mississippi (the "**State**") as authorized by the Act.

3. In order to finance the Project and pay any costs incidental to such Project, proportional interests in the lease payments to be made by the County under the Lease will be financed through the issuance of a Promissory Note (Madison County, Mississippi Lease Purchase – County Courthouse Project) (the "**Note**") of the Corporation, which Note may be issued in one or more tax-exempt or taxable series, in a total aggregate principal amount not to exceed Five Million Three Hundred Thousand Dollars (\$5,300,000).

4. In order to facilitate the acquisition, renovation, construction, delivery and installation of the Project under the Lease, the County has determined that it is necessary to (a) authorize and approve the Corporation to enter into a Construction Contract with Peoples Construction Corporation (the "**Contract**"), a copy of which is attached hereto as **EXHIBIT A**, and (b) authorize and approve the acquisition of any necessary real property by the County and the Corporation for the Project under the Lease, on or before the date of delivery of the Note, with the applicable owner of any such real property.

5. There has been presented to the County a Memorandum of Understanding (the "**MOU**") between the County and the Corporation approving the Contract and directing the execution of the Contract, a copy of which is attached hereto as **EXHIBIT B**.

6. In order to prepare the necessary resolutions and documents in connection with the Lease, the County authorizes Butler Snow LLP, Ridgeland, Mississippi as Special Counsel to the County ("**Special Counsel**"), Government Consultants, Inc., as Municipal Advisor to the County (the "**Municipal Advisor**"), Mike Espy PLLC, as counsel to the County (the "**County Counsel**") and Raymond James & Associates, Inc., as Placement Agent (the "**Placement Agent**"), to prepare and distribute such resolutions and documents necessary in order to facilitate the private negotiated sale and issuance of the Note to a to be determined purchaser or purchasers (the "**Lender**") pursuant to the terms and provisions of a Term Sheet for Execution (the "**Term Sheet**") of the Lender, if applicable, and a Private Placement Agreement (the "**Private Placement Agreement**"), by and between the Placement Agent, the Corporation and the County.

7. The County and the Corporation propose to enter into a Ground Lease, by and between the County and the Corporation, to be dated the date of delivery of the Note (the "**Ground Lease**") pursuant to which the County agrees to lease to the Corporation certain parcels of real property (the "**Property**").

8. The County and the Corporation propose to enter into a Lease and Option to Purchase, by and between the County and the Corporation, to be dated the date of delivery of the Note (the "**Lease**") pursuant to which the Corporation agrees to lease the Property and certain public facilities located on the Property, to the County in consideration for which the County will make payments of base rental ("**Base Rental**") for the use and possession of the Project.

9. The Corporation will assign and transfer to the Lender certain of its rights, title and interest in and to the Ground Lease and the Lease, including its right to receive payments of Base Rental thereunder, by entering into an Assignment Agreement, by and between the Corporation and the Lender, to be dated the date of delivery of the Note (the "**Assignment Agreement**").

10. The County will acknowledge and consent to the assignment of the Corporation's rights under the Ground Lease and the Lease by executing a Consent to Assignment Agreement, dated the date of delivery thereof (the "**Consent to Assignment Agreement**").

11. The Corporation and the Lender, with the consent and approval of the County, will enter into a Loan Agreement, to be dated the date of delivery of the Note (the "**Loan Agreement**"), pursuant to which the Corporation will execute and deliver the Note, representing undivided proportionate interests in the Lease, including the right to receive payments of Base Rental thereunder.

12. The County and the Corporation desire to enter into an Agency Agreement, to be dated the date of delivery thereof (the "**Agency Agreement**"), by and between the Corporation and the County, pursuant to which the Corporation will designate the County as its agent for purposes of constructing the Project and related facilities.

13. It is necessary and in the public interest to issue the Note to finance the Project in connection with the proposed Lease of the Project to the County by the Corporation.

14. There have been submitted to this meeting forms of the following:

- (a) The Contract,
- (b) the MOU,
- (c) the Ground Lease,
- (d) the Lease,
- (e) the Loan Agreement, including the form of the Note,
- (f) the Assignment Agreement,
- (g) the Consent to Assignment Agreement,
- (h) the Agency Agreement, and
- (i) the Placement Agreement.

15. It appears that each of the documents above referred to, which documents are now before the Governing Body, are in appropriate form and are an appropriate document for the purposes identified.

16. The County desires to be able to reimburse itself or the Corporation to be able to reimburse itself for all or a portion of such expenses for which the County or the Corporation advances internal funds in connection with the Project.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF MADISON COUNTY, MISSISSIPPI, AS FOLLOWS:

SECTION 1. All capitalized terms not defined herein shall have the same meanings in this Resolution as such terms are given in the Lease and the Loan Agreement. This Resolution is adopted pursuant to the provisions of the Act.

SECTION 2. Pursuant to the Act, the Lease of the Project will be awarded to the Corporation.

SECTION 3. The Governing Body, acting for and on behalf of the County, does hereby declare its intent to acquire, renovate, construct, deliver and install the Project by entering into the Lease with the Corporation and to provide for the financing of the Project through the issuance of the Note, issued in one or more taxable or tax-exempt series, in a total aggregate principal amount not to exceed Five Million Three Hundred Thousand Dollars (\$5,300,000).

SECTION 4. The County hereby authorizes the negotiation for the financing of the Note by the Corporation and hereby authorizes the Municipal Advisor and the Placement Agent to assist the County in the negotiation for the financing of the Note.

SECTION 5. The Note will be issued pursuant to the provisions of the Act, and evidence, *inter alia*, undivided proportionate interests in the rental payments paid by the County under the Lease. The obligation of the County under the Lease is not a general obligation and does not constitute a pledge of the full faith and credit of the County, the State or any political subdivision or agency thereof within the meaning of any constitutional or statutory provision or limitation. The obligation of the County to pay Base Rental Payments and Additional Payments (as defined in the Lease) shall be limited to those funds that are specifically budgeted and appropriated annually by the County for such purpose; provided, however, that the Governing Body of the County, in its sole discretion, may make said payments with any lawfully available revenues of the County, including but not limited to moneys on deposit in the County's general fund.

SECTION 6. The MOU, in the form attached hereto as **EXHIBIT B** and made a part hereof, shall be, and is hereby approved in substantially final form by the County. The President of the Governing Body (the "**President**") or the Vice President of the Governing Body (the "**Vice President**") and the Chancery Clerk of the County (the "**Clerk**") are hereby authorized to execute and deliver said MOU and to approve such changes, insertions and omissions in said MOU as the President or Vice President and Clerk determine necessary to facilitate the acquisition, construction, financing, equipping and leasing of the Project.

SECTION 7. The Placement Agreement in the form submitted to this meeting and attached hereto as **EXHIBIT C**, is hereby made a part of this resolution as though set forth in full herein and, shall be, and the same hereby is, approved in substantially said form. The President or Vice President is hereby authorized and directed to execute the Placement Agreement and any Term Sheet of the Lender, if applicable, for and on behalf of the County, and is hereby authorized and directed to negotiate with the Placement Agent, the Corporation and the Lender for the sale of the Note, and to make the final decisions, in consultation with the Municipal Advisor, regarding the (a) rental payments, (b) the interest rate to be borne by the Note, (c) the prepayment provisions, (d) whether to assign CUSIP numbers or register as book-entry, if requested by the Lender and (e) to make all final determinations necessary to structure the Note, subject to the following conditions: (a) compliance by the County with the provisions of the Act; (b) the aggregate principal amount of the Note shall not exceed \$5,300,000; (c) the Note will bear interest at the rates to be provided in the Placement Agreement and the Note shall not bear a greater overall maximum interest rate to maturity than that allowed in Section 75-17-101, Mississippi Code of 1972, as amended and supplemented from time to time; (d) the term of the Note shall not exceed fifteen (15) years from the date of delivery of the Note; and (e) approval of the terms of the Placement Agreement by the Corporation.

SECTION 8. The forms of the Ground Lease and the Lease, attached hereto as **EXHIBIT D** and **EXHIBIT E**, respectively, are hereby approved and/or ratified. The President or Vice President and Clerk are, and each of them acting alone is, hereby authorized and directed, for and in the name of and on behalf of the County, to execute by manual or facsimile signature and deliver the Ground Lease and the Lease in substantially the forms attached hereto

and presented to and considered at this meeting, with such changes therein as the officer executing the same on behalf of the County may approve, in such officer's discretion, as being in the best interests of the County, such approval to be conclusively evidenced by the execution and delivery thereof.

SECTION 9. The form of the Loan Agreement, attached hereto as **EXHIBIT F**, is hereby approved. The President or Vice President and Clerk are, and each of them acting alone is, hereby authorized and directed, for and in the name of and on behalf of the County, to execute by manual or facsimile signature and deliver the Loan Agreement in substantially the form attached hereto and presented to and considered at this meeting, with such changes therein as the officer executing the same on behalf of the County may approve, in such officer's discretion, as being in the best interests of the County, such approval to be conclusively evidenced by the execution and delivery thereof.

SECTION 10. The County hereby consents to the assignment by the Corporation of certain of the Corporation's rights under the Ground Lease and the Lease, including the right to receive payments of Base Rental under the Lease, to the Lender of the Note, pursuant to the Assignment Agreement, the form of which is attached hereto as **EXHIBIT G**.

SECTION 11. The form of the Consent to Assignment Agreement, attached hereto as **EXHIBIT H**, is hereby approved. The President or Vice President and Clerk are, and each of them acting alone is, hereby authorized and directed, for and in the name of and on behalf of the County, to execute by manual or facsimile signature and deliver the Consent to Assignment Agreement in substantially the form attached hereto and presented to and considered at this meeting, with such changes therein as the officer executing the same on behalf of the County may approve, in such officer's discretion, as being in the best interests of the County, such approval to be conclusively evidenced by the execution and delivery thereof.

SECTION 12. The form of the Agency Agreement, attached hereto as **EXHIBIT I** is hereby approved and/or ratified in substantially said form. The President or Vice President and Clerk are, and each of them acting alone is, hereby authorized and directed, for and in the name of and on behalf of the County, to execute by manual or facsimile signature and deliver the Agency Agreement in substantially the form attached hereto and presented to and considered at this meeting, with such changes therein as the officer executing the same on behalf of the County may approve, in such officer's discretion, as being in the best interests of the County, such approval to be conclusively evidenced by the execution and delivery thereof.

SECTION 13. Butler Snow LLP, Ridgeland, Mississippi, is hereby selected to serve as Special Counsel in connection with the Project. The Engagement Letter of Special Counsel, in the form submitted to this meeting and attached hereto as **EXHIBIT J**, shall be, and the same hereby is, approved in substantially said form. The President or Vice President of the Governing Body, acting for and on behalf of the County, is hereby authorized and directed to execute and deliver the Engagement Letter of Special Counsel with such changes, insertions and revisions therein as such officer, as representative of the Governing Body, may determine to be required, said execution being conclusive evidence of such approval. Special Counsel is also hereby approved to serve as counsel to the Corporation in connection with the Project, the Lease, the

Certificates and/or the Note and the County hereby waives any conflict that may exists or arise by said law firm serving in such capacity.

SECTION 14. Mike Espy PLLC, is hereby selected to serve as County Counsel in connection with the Project.

SECTION 15. Government Consultants, Inc., Madison, Mississippi, is hereby approved to serve as Municipal Advisor to the County in connection with the Project, the Lease, the Certificates and/or the Note. The President or Vice President of the Governing Body, acting for and on behalf of the County, is hereby authorized and directed to execute and deliver the Independent Registered Municipal Advisor disclosure letter of the Municipal Advisor attached hereto as **EXHIBIT K**.

SECTION 16. The Governing Body hereby ratifies and approves the execution of the G-17 Disclosure letter of the Placement Agent and hereby ratifies and approves the selection of Raymond James & Associates, Inc. as Placement Agent in connection with the financing of the Project, the Lease, the Note. The G-17 disclosure letter of the Placement Agent is attached hereto as **EXHIBIT L**.

SECTION 17. The President or Vice President of the Governing Body of the County is hereby authorized and directed to sign requisitions and perform such other acts as may be necessary to authorize the Lender to pay on the date of delivery of the Note the costs of issuance of said Note and cost for the Lease between the Corporation and the County; provided, however, total costs of issuance for said Note and Lease shall not exceed five percent (5%) of the principal amount of the Note.

SECTION 18. The Governing Body does **NOT** designate the Note as a qualified tax-exempt obligation under Section 265(b)(3) of the Internal Revenue Code of 1986.

SECTION 19. Peoples Construction Corporation is hereby selected to serve as construction manager in connection with the Project and the County hereby consents and authorizes the execution and delivery by the Corporation of the Contract.

SECTION 20. The County hereby authorizes and approves the acquisition of any necessary property by the County and the Corporation for the Project under the Lease, on or before the date of delivery of the Note, with the applicable owner of any such property at the time of purchase. The President or Vice President of the Governing Body, acting for and on behalf of the County, is hereby authorized and directed to execute and deliver any purchase contract for such property, if applicable, with such changes to such purchase contract therein as the officer executing the same on behalf of the County may approve, in such officer's discretion, as being in the best interests of the County, such approval to be conclusively evidenced by the execution and delivery thereof.

SECTION 21. The County covenants and certifies to and for the benefit of the Lender of the Note that it will neither take any action nor omit to take any action nor make any investment or use of the proceeds from the issue and sale of the Note, including amounts treated as proceeds, if any, which will cause the Note to be classified as arbitrage bonds within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended (the "**Code**"), and

regulations or rulings promulgated or proposed thereunder (the "**Treasury Regulations**"), as such may be applicable to the Note, at the time of such action, investment or use.

SECTION 22. The Governing Body represents as follows, if and as applicable to the Note:

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

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

(c) The County will not employ any device or abusive transaction with respect to the investment of the proceeds of the Note.

SECTION 23. The County hereby covenants that, if applicable, in connection with the Note it shall make, or cause to be timely made to the United States of America, any rebate payment required by Section 148(f) of the Code and the regulations promulgated thereunder.

SECTION 24. The County reasonably expects that not less than 85% of the spendable proceeds of the Note will be used to carry out the governmental purposes of the Note within a three-year period beginning on the date of issuance of the Note.

SECTION 25. The President, Vice President or Clerk of the County, and each of them acting alone is, hereby authorized to sign a Tax Compliance and No Arbitrage Certificate in connection with the Note in order to comply with Section 148 of the Code and the Treasury Regulations.

SECTION 26. The President, Vice President or Clerk of the County, and each of them acting alone is, hereby authorized to sign and file or cause to be filed a completed Internal Revenue Service Form 8038-G "Information Return for Governmental Obligations" if required by Section 149(e) of the Code.

SECTION 27. The Note will be placed on the date of closing with the Lender under the exemptions set forth in Rule 15c2-12 of the Securities and Exchange Commission. The Lender will provide a letter (the "**Lender Letter**") on the date of closing providing that the Lender is purchasing the Note for its own account with the present intent to hold the Note to maturity or earlier prepayment, and without any present intent to distribute or sell any interest therein or portion thereof other than to an affiliate of the Lender. The President, Vice President or Clerk of the County, and each of them acting alone is, hereby authorized to executed and deliver the Lender Letter provided by the Lender, if applicable, with such changes therein as the officer executing the same on behalf of the County may approve, in his/her discretion, as being in the best interests of the County, such approval to be conclusively evidenced by the execution and delivery thereof.

SECTION 28. The Governing Body hereby authorizes Special Counsel, County Counsel, the Municipal Advisor and Raymond James to assist in the negotiations for the terms of the Project, the Lease, the Note and to provide other services as are typically provided in similar

transactions and authorizes Special Counsel and the County Council to prepare and distribute documents and resolutions regarding the negotiations for such terms.

SECTION 29. All actions heretofore taken by any officer or officers of the County, as may be authorized by the County, with respect to the Lease or in connection with the financing of the Project, are hereby approved, confirmed and ratified.

SECTION 30. The County hereby waives any conflict that may exist or arise by Butler Snow LLP serving as Special Counsel and counsel to the Corporation.

SECTION 31. If the Municipal Advisor deems it in the best interest of the County to sell the Note as a public marketed transaction, the Governing Body hereby authorizes and approves Special Counsel, County Council, Municipal Advisor and Raymond James & Associates, Inc., as underwriter to prepare a preliminary official statement ("**Preliminary Official Statement**") in connection with the sale and issuance of certificates of participation (the "**Certificates**"). If sold through a public marketed transaction, (a) the Certificates shall be initially issued as fully registered Certificates in the denominations of \$5,000, or as determined by the Municipal Advisor, and shall be numbered separately from 1 upwards without regard to maturity pursuant to a certificate of participation agreement; (b) the Certificates will be issued pursuant to Book-Entry; (c) the Certificates will be subject to the rules set forth in Rule 15c2-12 of the Securities and Exchange Commission and (d) Raymond James & Associates, Inc., will serve as underwriter in connection with the sale and issuance of the Certificates. The County hereby approves any changes to the Ground Lease, the Lease, the Assignment Agreement, the Loan Agreement, the Agency Agreement and all other documents, as applicable, if required by the public marketed transaction, and approves the preparation and delivery of the Preliminary Official Statement by Special Counsel and Raymond James & Associates, Inc., as underwriter, with such changes, insertions and omissions as may be approved by such officers, said execution being conclusive evidence of such approval. If sold through a public marketed transaction, the County hereby engages Raymond James & Associates, Inc., to serve as underwriter and authorizes the County and the Corporation to obtain municipal bond insurance, if applicable, if in the best interest of the County and upon the advice of the Municipal Advisor.

SECTION 32. The Note shall be submitted for validation in the Madison County Chancery Court, Mississippi, pursuant to the provisions of Chapter 13, Title 31, Mississippi Code of 1972, and to that end the Clerk of the County is hereby directed to make up a transcript of proceedings relating to the Note and to forward the same to the State's Bond Attorney for the institution of said validation proceedings; and when the Note shall have been validated, it shall be registered in the office of the Clerk in a book to be kept for that purpose, and thereupon the Clerk shall endorse upon the Note the certificate evidencing such validation and registration, manually or by a facsimile of his signature.

SECTION 33. The County hereby declares its official intent to reimburse itself or the Corporation from the proceeds of the Note for expenses incurred with respect to the Project subsequent to the date of this resolution or as otherwise allowed by the Internal Revenue Code of 1986, as amended and supplemented from time to time. This resolution is intended as a declaration of official intent under Treasury Regulation 1.150-2. The Note, in one or more

taxable or tax-exempt series, will not exceed the aggregate principal amount of Five Million Three Hundred Thousand Dollars (\$5,300,000).

SECTION 34. All actions heretofore taken by any officer or officers or board members of the County, as may be authorized by the County, with respect to the Lease or in connection with or related to any of the agreements referenced herein or the financing of the project, are hereby approved, confirmed and ratified.

SECTION 35. The officers and board members of the County are, and each of them acting alone is, hereby authorized and directed to take such actions and to execute such documents as may be necessary to effectuate the purposes of this Resolution.

SECTION 36. All other ordinances, resolutions and orders of the County in conflict with this Resolution shall be and the same are hereby replaced, rescinded and set aside, but only to the extent of such conflict. For cause, it is hereby found, determined and adjudicated that this Resolution shall become effective immediately upon its adoption by the County.

Supervisor _____ made the motion, seconded by Supervisor _____, to adopt the foregoing resolution, and the question being put to a roll call vote, the result was as follows:

- Supervisor Sheila Jones voted: _____
- Supervisor Trey Baxter voted: _____
- Supervisor Gerald Steen voted: _____
- Supervisor Karl Banks voted: _____
- Supervisor Paul Griffin voted: _____

The motion having received the affirmative vote of a majority of the members of the Governing Body present, being a quorum of said Governing Body, the President declared the motion carried and the resolution adopted this 3rd day of July 2023.

President of the Board of Supervisors of Madison
County, Mississippi

ATTEST:

Clerk of the Board of Supervisors of
Madison County, Mississippi

EXHIBIT A
CONTRACT

EXHIBIT B

MOU

EXHIBIT C

FORM OF PLACEMENT AGREEMENT

EXHIBIT D
FORM OF GROUND LEASE

EXHIBIT E

FORM OF LEASE AND OPTION TO PURCHASE

EXHIBIT F

FORM OF LOAN AGREEMENT

EXHIBIT G

FORM OF ASSIGNMENT AGREEMENT

EXHIBIT H

FORM OF CONSENT TO ASSIGNMENT

EXHIBIT I
FORM OF AGENCY AGREEMENT

EXHIBIT J
BUTLER SNOW LETTER

EXHIBIT K
GOVERNMENT CONSULTANTS LETTER

EXHIBIT L
RAYMOND JAMES LETTER

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AGREEMENT

ARTICLE 1

This Agreement is made this ___ day of August in the year 2023, by and between the

OWNER

Central Mississippi Public Improvement Corporation
1020 Centre Point Boulevard
Pearl, Mississippi 39208

and the

CONTRACTOR

Peoples Construction Corporation
3913 Underwood Drive
Flowood, MS 39232

and consented to by:

Madison County Board of Supervisors
125 West North Street
Canton, MS 39046

For the services in connection with the following

PROJECT

Renovations to existing building at 229 North Union Street, Canton, MS

Notice to the parties shall be given at the above addresses.

ARTICLE 2

GENERAL PROVISIONS

2.1 TEAM RELATIONSHIP The Owner and the Contractor agree to proceed with the Project on the basis of trust, good faith and fair dealing.

2.2 ARCHITECT/ENGINEER Architectural and engineering services are procured from licensed, independent design professionals outside the scope of this contract, as permitted by the law of the state where the Project is located. The person or entity providing architectural and engineering services shall be referred to as the Architect/ Engineer.

2.3 EXTENT OF AGREEMENT This Agreement is solely for the benefit of the parties, represents the entire and integrated agreement between the parties, and supersedes all prior negotiations, representations or agreements, either written or oral. The Owner and the Contractor agree to look solely to each other with respect to the performance of the Agreement. The Agreement and each and every provision is for the exclusive benefit of the Owner and the Contractor and not for the benefit of any third party nor any third party beneficiary, except to the extent expressly provided in the Agreement.

2.4 DEFINITIONS

.1 The Contract Documents consist of:

- a. Change Orders and written amendments to this Agreement including exhibits and appendices, signed by both the Owner and Contractor;
- b. this Agreement, except for the existing Contract Documents set forth in item e below;
- c. the most current Schematic Design Documents (plans);
- d. the information provided by the Owner pursuant to Clause 4.1.2.1;
- e. the Contract Documents in existence at the time of this Agreement which are set forth in Article 14;

In case of any inconsistency, conflict or ambiguity among the Contract Documents, the Documents shall govern in the order in which they are listed above.

.2 The term day shall mean calendar day unless otherwise specifically defined.

.3 Defective Work is any portion of the Work not in conformance with the Contract Documents and as more fully described in Exhibit No. 2 Scope of Work.

.4 Final Completion occurs on the date when the Contractor's obligations under this Agreement are complete and accepted by the Owner and final payment becomes due and payable.

.5 Others means other contractors and all persons at the Worksite who are not employed by Contractor, its Subcontractors or Material Suppliers.

.6 The Owner is the person or entity identified as such in this Agreement and includes the Owner's Representative.

.7 Schematic Design Documents shall include drawings, outline specifications and other conceptual documents illustrating the Projects basic elements, scale and their relationship to the Worksite.

.8 The Project, as identified in Article 1, is the building, facility and/or other improvements for which the Contractor is to perform the Work under this Agreement. It may also include improvements to be undertaken by the Owner or Others.

.9 A Subcontractor is a party or entity retained by the Contractor as an independent contractor to provide the on site labor, materials, equipment and/or services necessary to complete a specific portion of the Work. The term Subcontractor does not include the Architect/Engineer or any separate contractor employed by the Owner or any separate contractors subcontractors.

10. Substantial Completion of the Work, or of a designated portion, occurs on the date when construction is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Project, or a designated portion, for the use for which it is intended. The issuance of a Certificate of Occupancy is not a prerequisite for Substantial Completion if the Certificate of Occupancy cannot be obtained due to factors beyond the Contractor's control. This date shall be confirmed by a certificate of Substantial Completion signed by the Owner and Contractor. The certificate shall state the respective responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work, and insurance. The certificate shall also list the items to be completed or corrected, and establish the time for their completion and correction within the timeframe, if any, established in Subparagraph 6.2.1 for the Date of Final Completion.

.11 A Subsubcontractor is a party or entity who has an agreement with a Subcontractor to perform any portion of the Subcontractor's work.

.12 The Work is the Construction Services provided in accordance with Paragraph 3.1 and other services which are necessary to complete the Project in accordance with and reasonably inferable from the Contract Documents.

.13 Worksite means the geographical area at the location mentioned in Article 1 where the Work is to be performed.

ARTICLE 3

CONTRACTOR'S RESPONSIBILITIES

The Contractor shall exercise reasonable skill and judgment in the performance of the Work.

3.1 CONSTRUCTION SERVICES

3.1.1 Permitting and construction will commence upon the execution by the Owner of this contract.

3.1.2 In order to complete the Work, the Contractor shall provide all necessary construction supervision, inspection, construction equipment, construction labor, materials, tools and subcontracted items.

3.1.3 The Contractor shall give all notices and comply with all laws and ordinances legally enacted at the date of execution of the Agreement which govern the proper performance of the Work.

3.1.4 The Contractor shall obtain and pay for the building permits necessary for the construction of the Project.

3.2 WARRANTIES AND COMPLETION

3.2.1 The Contractor warrants that all materials and equipment furnished under this Agreement will be new unless otherwise specified, and the work shall be of good quality, in conformance with the Contract Documents, and free from defective workmanship and materials. Warranties shall commence on the date of Substantial Completion of the Work or of a designated portion. The Contractor agrees to correct all construction performed under this Agreement which proves to be defective in workmanship or materials within a period of one year from the date of Substantial Completion as set forth

in Paragraph 6.2 or for such longer periods of time as may be set forth with respect to specific warranties required by the Contract Documents. Contractor's performance of any corrective work shall not extend the warranty period.

3.2.2 To the extent products, equipment, systems or materials incorporated in the Work are specified and purchased by the Owner, they shall be covered exclusively by the warranty of the manufacturer. There are no warranties which extend beyond the description on the face thereof. To the extent products, equipment, systems or materials incorporated in the Work are specified by the Owner but purchased by the Contractor and are inconsistent with selection criteria that otherwise would have been followed by the Contractor, the Contractor shall assist the Owner in pursuing warranty claims. All other warranties expressed or implied including the warranty of merchantability and the warranty of fitness for a particular purpose are expressly disclaimed.

3.3 CONTRACTOR'S REPRESENTATIVE The Contractor shall designate a person who shall be the Contractor's authorized representative. The Contractor's Representative is Jeff Peoples.

ARTICLE 4

OWNER'S RESPONSIBILITIES

4.1 INFORMATION AND SERVICES PROVIDED BY OWNER

4.1.1 The Owner shall provide full information in a timely manner regarding requirements for the Project.

4.1.2 The Owner shall provide:

- .1 all available information describing the physical characteristics of the site, including surveys, site evaluations, legal descriptions, existing conditions, subsurface and environmental studies, reports and investigations;
- .2 architectural/sitework inspection services during construction as required by law or as mutually agreed; and
- .3 unless otherwise provided in the Contract Documents, necessary approvals, site plan review, rezoning, easements and assessments, including legal and other required services.

4.1.3 The Owner shall provide reasonable evidence satisfactory to the Contractor, prior to commencing the Work and during the progress of the Work, that sufficient funds are available and committed for the entire cost of the Project, including an allowance for changes in the Work as may be approved in the course of the Work. Unless such reasonable evidence is provided, the Contractor shall not be required to commence or continue the Work. The Contractor may stop Work after seven (7) days' written notice to the Owner if such evidence is not presented within a reasonable time. The failure of the Contractor to insist upon the providing of this evidence at any one time shall not be a waiver of the Owner's obligation to make payments pursuant to this Agreement, nor shall it be a waiver of the Contractor's right to request or insist that such evidence be provided at a later date.

4.1.4 The Contractor shall be entitled to rely on the completeness and accuracy of the information and services required by this Paragraph 4.1.

4.2 RESPONSIBILITIES DURING DESIGN OR VALUE ENGINEERING

4.2.1 The Owner shall review and approve further development of the drawings and specifications as set forth in Article 3.

4.3 RESPONSIBILITIES DURING CONSTRUCTION

4.3.1 If the Owner becomes aware of any error, omission or failure to meet the requirements of the Contract Documents or any fault or defect in the Work, the Owner shall give prompt written notice to the Contractor.

4.3.2 The Owner shall communicate with the Contractor's Subcontractors and suppliers only through or in the presence of the Contractor. The Owner shall have no contractual obligations to Subcontractors or suppliers.

4.4 OWNER'S REPRESENTATIVE The Owner's representative is _____ . The representative:

- .1 shall be fully acquainted with the Project;
- .2 agrees to furnish the information and services required of the Owner pursuant to Paragraph 4.1 so as not to delay the Contractor's Work; and
- .3 shall have authority to bind the Owner in all matters requiring the Owner's approval, authorization or written notice. If the Owner changes its representative or the representative's authority as listed above, the Owner shall notify the Contractor in writing in advance.

ARTICLE 5

SUBCONTRACTS

Work not performed by the Contractor with its own forces shall be performed by Subcontractors.

5.1 RETAINING SUBCONTRACTORS The Contractor shall not retain any Subcontractor to whom the Owner has a reasonable and timely objection, provided that the Owner agrees to increase the Contract Price for any additional costs incurred by the Contractor as a result of such objection. The Owner may propose subcontractors to be considered by the

Contractor. The Contractor shall not be required to retain any subcontractor to whom the Contractor has a reasonable objection.

5.2 MANAGEMENT OF SUBCONTRACTORS The Contractor shall be responsible for the management of the Subcontractors in the performance of their work.

5.3 ASSIGNMENT OF SUBCONTRACT AGREEMENTS The Contractor shall provide for assignment of subcontract agreements in the event that the Owner terminates this Agreement for cause as provided in Paragraph 11.2. Following such termination, the Owner shall notify in writing those subcontractors whose assignments will be accepted.

ARTICLE 6 CONTRACT TIME

6.1 DATE OF COMMENCEMENT The Date of Commencement is the date of issuance of the building permit, unless otherwise set forth below:

6.2 SUBSTANTIAL COMPLETION/FINAL COMPLETION

6.2.1 Substantial Completion of the Work shall be achieved in 300 days from the Date of Commencement. Unless otherwise specified, the Work shall be finally complete within 30 days after the date of Substantial Completion, subject to adjustments as provided for in the Contract Documents.

6.2.2 Time limits stated in the Contract Documents are of the essence.

6.3 DELAYS IN THE WORK

6.3.1 If causes beyond the Contractor's control delay the commencement or progress of the Work, then the Contract Price and/or the date of Substantial Completion shall be modified by Change Order as appropriate. Such causes shall include but not be limited to: changes ordered in the Work, acts or omissions of the Owner or separate contractors employed by the Owner, the Owner preventing the Contractor from performing the Work pending dispute resolution, Hazardous Materials, differing site conditions, labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions not reasonably anticipatable, unavoidable casualties, or any causes beyond the Contractor's control. Causes beyond the control of the Contractor do not include acts or omissions on the part of the Contractor, Subcontractors, Sub-subcontractors, or Material Suppliers.

6.3.3 In the event delays to the project are encountered for any reason, the parties agree to undertake reasonable steps to mitigate the effect of such delays.

ARTICLE 7 CONTRACT PRICE

The Contract Price is (Four Million One Hundred Thirty-Eight Thousand Two Hundred Two Dollars and No Cents) \$4,138,202.00, subject to adjustment in accordance with the provisions of Article 8.

ARTICLE 8 CHANGES IN THE WORK

Changes in the Work which are within the general scope of this Agreement may be accomplished without invalidating this Agreement by Change Order, Work Change Directive, or a minor change in the Work, subject to the limitations stated in the Contract Documents.

8.1 CHANGE ORDERS

8.1.1 The Contractor may request and/or the Owner, without invalidating this Agreement, may order changes in the Work within the general scope of the Contract Documents consisting of adjustment to the Contract Price and/or the Date of Substantial Completion and/or the Date of Final Completion. All such changes in the Work shall be authorized by applicable Change Order, and shall be performed under the applicable conditions of the Contract Documents.

8.1.2 The Owner and the Contractor shall negotiate in good faith an appropriate adjustment to Contract Price and/or the Date of Substantial Completion and/or the Date of Final Completion and shall conclude these negotiations as expeditiously as possible. Acceptance of the Change Order and any adjustment in the Contract Price and/or the Date of Substantial Completion and/or the Date of Final Completion shall not be unreasonably withheld.

8.2 WORK CHANGE DIRECTIVES

8.2.1 The Owner may issue a written Work Change Directive directing a change in the Work prior to reaching agreement with the Contractor on the adjustment, if any, in the Contract Price and/or the Date of Substantial Completion and/or the Date of Final Completion, and if appropriate, the compensation for Design Services.

8.2.2 The Owner and the Contractor shall negotiate expeditiously and in good faith for appropriate adjustments, as applicable, to the Contract Price and/or the Date of Substantial Completion and/or the Date of Final Completion, and if appropriate the compensation for Design Services, arising out of Work Change Directives. As the changed work is completed, the Contractor shall submit its costs for such work with its Application for Payment beginning with the next Application for Payment within thirty (30) days of the issuance of the Work Change Directive. Pending final determination of cost to the Owner, amounts not in dispute may be included in Applications for Payment and shall be paid by Owner.

8.2.3 If the Owner and the Contractor all agree upon the adjustments in the Contract Price and/or the Date of Substantial Completion and/or the Date of Final Completion, and if appropriate the compensation for Design Services, for a change in the Work directed by a Work Change Directive, such agreement shall be the subject of an appropriate Change Order. The Change Order shall include all outstanding Change Directives issued since the last Change Order.

8.3 MINOR CHANGES IN THE WORK

8.3.1 Contractor may make minor changes in the design and construction of the Project consistent with the intent of the Contract Documents which do not involve an adjustment in the Contract Price and/or the Date of Substantial Completion and/or the Date of Final Completion; and do not materially and adversely affect the design of the Project, the quality of any of the materials or equipment specified in the Contract Documents, the performance of any materials, equipment or systems specified in the Contract Documents, or the quality of workmanship required by the Contract Documents.

8.4 DETERMINATION OF COST

8.4.1 An increase or decrease in the Contract Price resulting from a change in the Work shall be determined by one or more of the following methods:

.1 unit prices set forth in this Agreement or as subsequently agreed;

2 a mutually accepted, itemized lump sum; or

.3 if an increase or decrease cannot be agreed to as set forth in Clause 8.4.1.1 or 8.4.1.2 and the Owner issues a written order for the Contractor to proceed with the change, the adjustment in the Contract Price shall be determined by the reasonable expense and savings of the performance of the Work resulting from the change. If there is a net increase in the Contract Price, a reasonable adjustment shall be made in the Contractor's overhead and profit. In the case of a net decrease in cost, the amount of decrease in the Contract Price will not include a reduction in overhead and profit. The Contractor shall maintain a documented, itemized accounting evidencing the expenses and savings.

8.4.2 If unit prices are indicated in the Contract Documents or are subsequently agreed to by the parties, but the character or quantity of such unit items as originally contemplated is so different in a proposed Change Order that the original unit prices will cause substantial inequity to the Owner or the Contractor, such unit prices shall be equitably adjusted.

8.4.3 If the Owner and the Contractor disagree as to whether work required by the Owner is within the scope of the Work, the Contractor shall furnish the Owner with an estimate of the costs to perform the disputed work in accordance with the Owner's interpretations. If the Owner issues a written order for the Contractor to proceed, the Contractor shall perform the disputed work and the Owner shall pay the Contractor fifty percent (50%) of its estimated cost to perform the work. In such event, both parties reserve their rights as to whether the work was within the scope of the Work. The Owner's payment does not prejudice its right to be reimbursed should it be determined that the disputed work was within the scope of Work. The Contractor's receipt of payment for the disputed work does not prejudice its right to receive full payment for the disputed work should it be determined that the disputed work is not within the scope of the Work.

8.5 UNKNOWN CONDITIONS If in the performance of the Work the Contractor finds latent, concealed or subsurface physical conditions which materially differ from the conditions the Contractor reasonably anticipated, or if physical conditions are materially different from those normally encountered and generally recognized as inherent in the kind of work provided for in this Agreement, then the Contract Price and/or the date of Substantial Completion shall be equitably adjusted by Change Order within a reasonable time after the conditions are first observed. Contractor shall provide Owner with written notice within the time period set forth in Paragraph 8.6.

8.6 CLAIMS FOR ADDITIONAL COST OR TIME For any claim for an increase in the Contract Price and/or an extension in the Date of Substantial Completion and/or the Date of Final Completion, the Contractor shall give the Owner written notice of the claim within twenty-one (21) days after the occurrence giving rise to the claim or within twenty-one (21) days after the Contractor first recognizes the condition giving rise to the claim, whichever is later. Claims for design and estimating costs incurred in connection with possible changes requested by the Owner, but which do not proceed, shall be made within twenty-one (21) days after the decision is made not to proceed. Any change in Contract Price and/or the Date of Substantial Completion and/or the Date of Final Completion resulting from such claim shall be authorized by Change Order.

8.7 EMERGENCIES In any emergency affecting the safety of persons and/or property, the Contractor shall act, at its discretion, to prevent threatened damage, injury or loss. Any change in the Contract Price and/or extension of the Date of

Substantial Completion and/or the Date of Final Completion on account of emergency work shall be determined as provided in this Article.

ARTICLE 9 PAYMENT

9.1 PROGRESS PAYMENTS

9.1.1 on or about the 1st day of each month after the Work has commenced, the Contractor shall submit to the Owner an application for payment based upon the Work completed and materials suitably stored on the Worksite or at other locations approved by the Owner. Payment application shall be on an AIA format form together with such reasonable documentation as Owner or its lender may require including affidavits/lien waivers from Contractor and subcontractors and suppliers.

9.1.2 Within ten (10) days after receipt of each monthly application for payment, the Owner shall pay directly to the Contractor the appropriate amount for which application for payment is made, less amounts previously paid by the Owner. If such application is rejected in whole or in part, the Owner shall provide a written explanation of the reasons for its rejection. If the Owner and the Contractor cannot agree on a revised amount then, within fifteen (15) days after its initial rejection in part of such application, the Owner shall pay directly to the Contractor the appropriate amount for those items not rejected by the Owner for which application for payment is made, less amounts previously paid by the Owner. Those items rejected by the Owner shall be due and payable when the reasons for the rejection have been removed.

9.1.3 If the Owner fails to pay the Contractor at the time payment of any uncontested and properly documented amount becomes due, then the Contractor may, at any time thereafter, upon serving written notice that the Work will be stopped within seven (7) days after receipt of the notice by the Owner, and after such seven (7) day period, stop the Work until payment of the uncontested and properly documented amount owing has been received.

9.1.4 Payments due but unpaid pursuant to Subparagraph 9.1.2, or 9.2 will bear interest from the date payment is due at the rate of 1% per month.

9.1.6 The Contractor warrants and guarantees that title to all Work, materials and equipment covered by an application for payment, whether incorporated in the Project or not, will pass to the Owner upon receipt of such payment by the Contractor free and clear of all liens, claims, security interests or encumbrances, hereinafter referred to as "liens."

9.1.7 The Owner's progress payment, occupancy or use of the Project, whether in whole or in part, shall not be deemed an acceptance of any Work not conforming to the requirements of the Contract Documents.

9.1.8 Upon Substantial Completion of the Work, the Owner shall pay the Contractor the unpaid balance of the Contract Price, less a sum equal to one hundred fifty percent (150%) of the Contractor's estimated cost of completing any unfinished items as agreed to between the Owner and Contractor as to extent and time for completion. The Owner thereafter shall pay the Contractor monthly the amount retained for unfinished items as each item is completed.

9.2 ADJUSTMENT OF CONTRACTOR'S APPLICATION FOR PAYMENT The Owner may adjust or reject an application for payment or nullify a previously approved application for payment, in whole or in part, as may reasonably be necessary to protect the Owner from loss or damage based upon the following, to the extent that the Contractor is responsible under this Agreement:

- .1 the Contractor's repeated failure to perform the Work as required by the Contract Documents;
- .2 loss or damage arising out of or relating to this Agreement and caused by the Contractor to the Owner, or Others to whom the Owner may be liable;
- .3 the Contractor's failure to pay the Subcontractors for labor, materials, equipment or supplies properly furnished in connection with the Work, provided that the Owner is making payments to the Contractor in accordance with the terms of this Agreement;
- .4 Defective Work not corrected in a timely fashion;
- .5 reasonable evidence of delay in performance of the Work such that the Work will not be completed by the Date of Substantial Completion and/or the Date of Final Completion, and that the unpaid balance of the Contract Price is not sufficient to offset any direct damages that may be sustained by the Owner as a result of the anticipated delay caused by the Contractor; and
- .6 reasonable evidence demonstrating that the unpaid balance of the Contract Price is insufficient to fund the cost to complete the Work.

When the above reasons for disapproving or nullifying an application for payment are removed, payment will be made for the amounts previously withheld.

9.3 OWNER OCCUPANCY OR USE OF COMPLETED OR PARTIALLY COMPLETED WORK

9.3.1 Portions of the Work that are completed or partially completed may be used or occupied by the Owner. Such partial occupancy or use shall constitute Substantial Completion of that portion of the Work. The Contractor shall not unreasonably withhold consent to partial occupancy or use. The Owner shall not unreasonably refuse to accept partial occupancy or use, provided such partial occupancy or use is of value to the Owner.

ARTICLE 10

INDEMNITY, INSURANCE, BONDS, AND WAIVER OF SUBROGATION

10.1 INDEMNITY

10.1.1 To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the Owner, Owner's officers, directors, members, consultants, agents and employees from all claims for bodily injury and property damage (other than to the Work itself and other property required to be insured under Paragraph 10.4 owned by or in the custody of the Owner), that may arise from the performance of the Work, to the extent of the negligence attributed solely to such acts or omissions by the Contractor, Subcontractors or anyone employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable. The Contractor shall not be required to defend, indemnify or hold harmless the Owner, the Owner's officers, directors, members, consultants, agents and employees for any acts, omissions or negligence of the Owner, Owner's officers, directors, members, consultants, employees, agents or separate contractors.

10.1.2 To the fullest extent permitted by law, the Owner shall defend, indemnify and hold harmless the Contractor, its officers, directors or members, Subcontractors or anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable from all claims for bodily injury and property damage, other than property insured under Paragraph 10.4, that may arise from the performance of work by Owner, to the extent of the negligence attributed to such acts or omissions by others.

10.2 CONTRACTOR'S LIABILITY INSURANCE

10.2.1 The Contractor shall obtain and maintain insurance coverage for the following claims which may arise out of the performance of this Agreement, whether resulting from the Contractor's operations or from the operations of any Subcontractor, anyone in the employ of any of them, or by an individual or entity for whose acts they may be liable:

- .1 Workers compensation, disability benefit and other employee benefit claims under acts applicable to the Work;
- .2 under applicable employers liability law, bodily injury, occupational sickness, disease or death claims of the Contractor's employees;
- .3 bodily injury, sickness, disease or death claims for damages to persons not employed by the Contractor;
- .4 personal injury liability claims for damages directly or indirectly related to the persons employment by the Contractor or for damages to any other person;
- .5 damage to or destruction of tangible property, including resulting loss of use, claims for property other than the work itself and other property insured under Paragraph 10.4;
- .6 bodily injury, death or property damage claims resulting from motor vehicle liability in the use, maintenance or ownership of any motor vehicle; and
- .7 contractual liability claims involving the Contractor's obligations under Subparagraph 10.1.1.

10.2.2 The Owner shall be named as an additional insured with waiver of subrogation as respects commercial general liability and automobile liability with wavier of subrogation of respects worker's compensation and Contractor shall furnish to Owner prior to commencing the Work one copy of a certificate of insurance specifically setting forth evidence of all coverage required by this article 10.

10.3 **OWNER'S LIABILITY INSURANCE** The Owner shall be responsible for obtaining and maintaining its own liability insurance. Insurance for claims arising out of the performance of this Agreement may be purchased and maintained at the Owner's discretion. This contract does not include a separate owners/contractors protective liability policy, if owner requires such policy, the actual cost of the policy will be added to the contract amount.

10.4 INSURANCE TO PROTECT PROJECT

10.4.1 If desired, the Owner shall obtain and maintain Builders Risk insurance upon the entire Project for the full cost of replacement at the time of any loss.

10.5 BONDING

10.5.1 Performance and Payment Bonds are not required of the Contractor.

ARTICLE 11

SUSPENSION, TERMINATION OF THE AGREEMENT AND OWNER'S RIGHT TO PERFORM CONTRACTOR'S RESPONSIBILITIES

11.1 [RESERVED]

11.2 OWNER'S RIGHT TO PERFORM CONTRACTOR'S OBLIGATIONS AND TERMINATION BY THE OWNER FOR CAUSE

11.2.1 If the Contractor persistently fails to perform any of its obligations under this Agreement, the Owner may, after five (5) days' written notice, during which period the Contractor fails to perform such obligation, undertake to perform such obligations. The Contract Price shall be reduced by the cost to the Owner of performing such obligations.

11.2.2 Upon five (5) days' written notice to the Contractor and the Contractor's surety, if any, the Owner may terminate this Agreement for any of the following reasons:

- .1 if the Contractor persistently utilizes improper materials and/or inadequately skilled workers;
- .2 if the Contractor does not make proper payment to laborers, material suppliers or contractors provided that the Owner is making payments to the Contractor in accordance with the terms of this Agreement;
- .3 if the Contractor persistently fails to abide by the orders, regulations, rules, ordinances or laws of governmental authorities having jurisdiction; or
- .4 if the Contractor otherwise materially breaches this Agreement.

If the Contractor fails to cure or commence and continue to cure within the five (5) days, the Owner, without prejudice to any other right or remedy, may take possession of the Worksite and complete the Work utilizing any reasonable means. In this event, the Contractor shall not have a right to further payment until the Work is completed.

11.2.3 If the Contractor files a petition under the Bankruptcy Code, this Agreement shall terminate if the Contractor or the Contractor's trustee rejects the Agreement or, if there has been a default, the Contractor is unable to give adequate assurance that the Contractor will perform as required by this Agreement or otherwise is unable to comply with the requirements for assuming this Agreement under the applicable provisions of the Bankruptcy Code.

11.2.4 In the event the Owner exercises its rights under Subparagraph 11.2.1 or 11.2.2, upon the request of the Contractor the Owner shall provide a detailed accounting of the cost incurred by the Owner.

11.3 TERMINATION BY OWNER WITHOUT CAUSE If the Owner terminates this Agreement other than as set forth in Paragraph 11.2, the Owner shall pay the Contractor for all Work executed and for all proven loss, cost or expense in connection with the Work, plus all demobilization costs. In addition, the Contractor shall be paid an amount calculated as set forth below:

- .1 If the Owner terminates this Agreement prior to commencement of the construction, the Contractor shall be paid the unpaid balance of the Contractor's design costs and a premium as set forth below: (\$1,000.00)
- .2 If the Owner terminates this Agreement after commencement of the construction, the Contractor shall be paid the unpaid balance of the Contractor's design costs, the Construction Services provided to date and a premium as set forth below: 10% of all costs and expenses incurred and services performed by Contractor to date of termination
- .3 The Owner shall also pay to the Contractor fair compensation, either by purchase or rental at the election of the Owner, for all equipment retained. The Owner shall assume and become liable for obligations, commitments and unsettled claims that the Contractor has previously undertaken or incurred in good faith in connection with the Work or as a result of the termination of this Agreement. As a condition of receiving the payments provided under this Article 11, the Contractor shall cooperate with the Owner by taking all steps necessary to accomplish the legal assignment of the Contractor's rights and benefits to the Owner, including the execution and delivery of required papers.

11.4 TERMINATION BY THE CONTRACTOR

11.4.1 Upon five (5) days' written notice to the Owner, the Contractor may terminate this Agreement for any of the following reasons;

- .1 if the Work has been stopped for a sixty (60) day period;
 - a. under court order or order of other governmental authorities having jurisdiction; or
 - b. as a result of the declaration of a national emergency or other governmental act emergency during which, through no act or fault of the Contractor, materials are not available;
- .2 if the Work is suspended by the Owner for sixty (60) days; or
- .3 if the Owner fails to furnish reasonable evidence that sufficient funds are available and committed for the entire cost of the Project in accordance with Subparagraph 4.1.3 of this Agreement.

11.4.2 If the Owner has for thirty (30) days failed to pay the Contractor pursuant to Subparagraph 9.1.3, the Contractor may give written notice of its intent to terminate this Agreement. If the Contractor does not receive payment within five (5) days of giving written notice to the Owner, then upon five (5) days' additional written notice to the Owner, the Contractor may terminate this Agreement.

11.4.3 Upon termination by the Contractor in accordance with Subparagraph 11.4.1, the Contractor shall be entitled to recover from the Owner payment for all Work executed and for all proven loss, cost or expense in connection with the Work, plus all demobilization costs and reasonable damages. In addition, the Contractor shall be paid an amount

calculated as set forth either in Subparagraph 11.3.1 or 11.3.2, depending on when the termination occurs, and Subparagraph 11.3.3.

ARTICLE 12 DISPUTE RESOLUTION

12.1 **WORK CONTINUANCE AND PAYMENT** Unless otherwise agreed in writing, the Contractor shall continue the Work and maintain the approved schedules during all dispute resolution proceedings. If the Contractor continues to perform, the Owner shall continue to make payments in accordance with the Agreement.

12.2 **INITIAL DISPUTE RESOLUTION** If a dispute arises out of or relates to this Agreement or its breach, the parties shall endeavor to settle the dispute first through direct discussions. If the dispute cannot be settled through direct discussions, the parties shall endeavor to settle the dispute by mediation under the Construction Industry Mediation Rules of the American Arbitration Association before recourse to the dispute resolution procedures contained in this Agreement. The location of the mediation shall be the location of the Project. Once one party files a request for mediation with the other contracting party the parties agree to conclude such mediation within sixty (60) days of filing of the request. Either party may terminate the mediation at any time after the first session, but the decision to terminate must be delivered in person by the party's representative to the other party's representative and the mediator.

12.3 **EXHIBIT NO. 1** If the dispute cannot be settled by mediation within sixty (60) days, the parties shall submit the dispute to any dispute resolution process set forth in Exhibit No. 1.

12.4 **MULTIPARTY PROCEEDING** The parties agree that all parties necessary to resolve a claim shall be parties to the same dispute resolution proceeding. Appropriate provisions shall be included in all other contracts relating to the Work to provide for the consolidation of such dispute resolution proceedings.

12.5 **COST OF DISPUTE RESOLUTION** The prevailing party in any dispute arising out of or relating to this Agreement or its breach that is resolved by the dispute resolution process set forth in Exhibit No. 1 shall be entitled to recover from the other party reasonable attorney's fees, costs and expenses incurred by the prevailing party in connection with such dispute resolution process after direct discussions and mediation.

12.6 **LIEN RIGHTS** Nothing in this Article shall limit any rights or remedies not expressly waived by the Contractor that the Contractor may have under applicable bond or lien laws.

ARTICLE 13 MISCELLANEOUS PROVISIONS

13.1 **ASSIGNMENT** Neither the Owner nor the Contractor shall assign its interest in this Agreement without the written consent of the other except as to the assignment of proceeds. The terms and conditions of this Agreement shall be binding upon both parties, their partners, successors, assigns and legal representatives. Neither party to this Agreement shall assign the Agreement as a whole without written consent of the other except that the Owner may assign the Agreement to a wholly owned subsidiary of the Owner when the Owner has fully indemnified the Contractor or to an institutional lender providing construction financing for the Project as long as the assignment is no less favorable to the Contractor than this Agreement. In the event of such assignment, the Contractor shall execute all consents reasonably required. In such event, the wholly-owned subsidiary or lender shall assume the Owner's rights and obligations under the Contract Documents. If either party attempts to make such an assignment, that party shall nevertheless remain legally responsible for all obligations under the Agreement, unless otherwise agreed by the other party.

13.2 **GOVERNING LAW** This Agreement shall be governed by the law in effect at the location of the Project.

13.3 **SEVERABILITY** The partial or complete invalidity of any one or more provisions of this Agreement shall not affect the validity or continuing force and effect of any other provision.

13.4 **NO WAIVER OF PERFORMANCE** The failure of either party to insist, in any one or more instances, on the performance of any of the terms, covenants or conditions of this Agreement, or to exercise any of its rights, shall not be construed as a waiver or relinquishment of such term, covenant, condition or right with respect to further performance.

13.5 **TITLES AND GROUPINGS** The title given to the articles of this Agreement are for ease of reference only and shall not be relied upon or cited for any other purpose. The grouping of the articles in this Agreement and of the Owner's specifications under the various headings is solely for the purpose of convenient organization and in no event shall the grouping of provisions, the use of paragraphs or the use of headings be construed to limit or alter the meaning of any provisions.

13.6 **JOINT DRAFTING** The parties to this Agreement expressly agree that this Agreement was jointly drafted, and that both had opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing its terms prior to

execution. Therefore, this Agreement shall be construed neither against nor in favor of either party, but shall be construed in a neutral manner.

13.7 RIGHTS AND REMEDIES The parties rights, liabilities, responsibilities and remedies with respect to this Agreement, whether in contract, tort, negligence or otherwise, shall be exclusively those expressly set forth in this Agreement.

**ARTICLE 14
EXISTING CONTRACT DOCUMENTS**

The Contract Documents in existence at the time of execution of this Agreement are as follows: NONE

The following Exhibits are a part of this Agreement:

- EXHIBIT NO. 1 Dispute Resolution Menu, one page.
- EXHIBIT NO. 2 Scope of Work dated June 28, 2023
- EXHIBIT NO. 3 Design Plans dated June 28, 2023

This Agreement is entered into as of the date entered in Article 1.

OWNER: Central Mississippi Public Improvement Corporation

BY:

PRINT NAME: Michael Monk

PRINT TITLE: President

CONTRACTOR: Peoples Construction Corporation

BY:

PRINT NAME: Jeff Peoples

PRINT TITLE: President

CONSENTED TO BY THE MADISON COUNTY BOARD OF SUPERVISORS

BY:

PRINT NAME: Gerald Steen

PRINT TITLE: President

**STANDARD FORM OF AGREEMENT AND GENERAL
CONDITIONS BETWEEN OWNER AND CONTRACTOR
(Where the Contract Price is a Lump Sum)**

DISPUTE RESOLUTION MENU

Pursuant to Paragraph 12.4, if neither direct discussions nor mediation successfully resolve the dispute, the Owner and the Contractor agree the following shall be used to resolve the dispute.

(Check the appropriate selection(s). These procedures can be used singularly or progressively as agreed to by the parties.)

Dispute Review Board The Dispute Review Board shall be composed of one member selected by the Owner, one selected by the Contractor, and a third member selected by the the Owner and Contractor selected members. This Board shall be selected prior to commencement of construction, shall meet periodically, and shall make advisory decisions which may be introduced into evidence at any subsequent dispute resolution process. If a Dispute Review Board is selected, it is understood its review shall precede mediation.

Advisory Arbitration Advisory Arbitration shall be pursuant to the current Construction industry Rules of the American Arbitration Association, except that the award shall not be binding on the parties.

Mini Trial Each party, in the presence of senior executives, shall submit its position to a mutually selected individual who shall make a non-binding recommendation to the parties. Such advisory decision may be introduced into evidence at any subsequent dispute resolution process.

Binding Arbitration Binding Arbitration shall be pursuant to the current Construction Industry Arbitration Rules unless the parties mutually agree otherwise. A written demand for arbitration shall be filed with the other party within a reasonable time after the dispute or claim has arisen, but in no event after the applicable statute of limitations for a legal or equitable proceeding would have run. The location of the arbitration proceedings shall be at the project site, unless the parties agree otherwise. Notwithstanding Paragraph 13.2, this agreement to arbitrate shall be governed by the Federal Arbitration Act and judgment upon the award may be confirmed in any court having jurisdiction.

Litigation Action may be filed in the appropriate state or federal court located in the jurisdiction in which the Project is located.



PEOPLES CONSTRUCTION CORPORATION

Building Relationships in Central Mississippi since 1966

EXHIBIT NO. 2 Scope of Work- Madison County Complex

6/28/2023

General Conditions:

- Supervision and temporary construction facilities
- Temporary utilities
- Dumpsters and removal of construction debris
- Construction plans including architectural, mechanical, and electrical engineering fees.
- Final cleanup
- Building permit
- Mississippi Contractors tax

Demolition:

- Demo of existing asphalt at new concrete steps and ramps
- Removal of existing landscaping
- Cut openings in exterior wall for new doors.
- Cut openings in existing interior CMU wall.
- Cut new roof openings.
- Demo existing flat roofing (metal roofing to remain)
- Demo of doors, frames, and windows
- Demo of flooring, base, millwork, walls, and ceilings
- Demo of mechanical, plumbing, and electrical
- Demo of exterior canopies
- Demo of existing concrete for new plumbing
- Demo exterior stone/brick veneer

Site Work:

- Re seal asphalt paving (2 coats coal tar sealer)
- Re stripe parking spaces
- Form, set and pour concrete steps and ramps.
- Construct new monument sign base at current Fred's pylon sign location.
- Construct 370 LF new black color coated chain link fencing, 8' high with 18" razor wire and (2) 20' swing gates. Operators to be Max 1400 with free exit loop, one entry keypad on gooseneck post, photo eye and safety edge.
- New landscaping (\$5,000.00 allowance)

Concrete Work:

- Re pour concrete foundation where removed for new plumbing

Masonry:

- 8" interior block walls

- 6" concrete block walls
- New exterior brick veneer (\$450/th material allowance)
- Masonry accessories
- Masonry reinforcing

Misc. Steel:

- (22) concrete filled steel pipe bollards and plastic covers
- Handrails at new concrete steps and ramps
- Steel supports for HVAC rooftop units at new openings

Carpentry:

- Construct all the interior walls per wall type.
- Wood blocking for toilet accessories
- Construct raised flooring in (2) courtrooms with wood handrails.
- Construct all millwork as shown. Plastic laminate to be selected from Formica standard finishes, Solid Surface to be selected from full color line of Dursein.
- Install wood base.

Roofing:

- Install new 60mil TPO roofing with 5" polyiso insulation and ½" cover board.
- Install walk mats around HVAC units.

Insulation:

- R-13 unfaced batt insulation in interior metal stud walls
- R-19 Kraft-faced batt insulation above acoustical ceilings and exterior metal stud walls
- Install fluid applied moisture barrier over existing exterior CMU (at new front entry only).
- 5" thick polyiso insulation at TPO roof
- Caulk expansion joints in new brick veneer

Doors & Windows:

- (6) hollow metal door leafs (exterior)
- (4) single hollow metal door frames (welded – exterior)
- (1) double hollow metal door frames (welded – exterior)
- (84) Single hollow metal door frames (knock-down – interior)
- (4) Double hollow metal door frames (knock-down – interior)
- (4) Cased opening hollow metal frames (knock-down - interior)
- (6) detention hollow metal doors with narrow vision lites and attack resistant glass
- (53) pre-machined, solid core, rotary cut natural birch veneer, 5-ply, factory, pre-finished, factory wood door leaves (standard colors)
- (6) pre-machined, solid core, rotary cut natural birch veneer, 5-ply, factory, pre-finished, factory wood door leaves (standard colors) with narrow vision lites
- (19) pre-machined, solid core, rotary cut natural birch veneer, 5-ply, factory, pre-finished, factory wood door leaves (standard colors) with full vision lites
- (1) lot door hardware based on standard Yale hardware package with panic devices with exterior trim at all exterior doors and detention hardware (\$27,000.00 allowance).
- Installation of all doors, frames, and hardware
- Exterior storefront to be clear anodized with gray tinted 1" insulated glass.

- Interior glass in doors to be 1/4" clear tempered.
- (10) quickserv 36"x36" teller windows
- New drive-through window in existing location

Finishes:

- Drywall finishing of all sheetrock.
- Prep, prime and paint 2 finish coats on all wood base, sheetrock walls/ceilings and interior block walls
- Prep, prime and paint 2 finish coats on hollow metal doors and frames
- Exterior E.I.F.S cornice
- New flooring, material allowances are:
 - HT1 - \$1.79/sf
 - HT2 - \$2.32/sf
 - HT4 base - \$4.50/each
 - LVP-1 - \$2.95/sf
 - VCT-1 - \$1.20/sf
 - CT1 - \$13.25/sy
 - Rubber Base - \$0.70/lf
- Acoustical and sheetrock ceilings

Misc. Items:

- (11) stainless steel floor mounted toilet compartments, manufacturers standard #4 finish
- (3) stainless steel urinal screens, manufacturers standard #4 finish
- (12) Fire extinguishers in semi-recessed cabinets
- Toilet accessories including grab bars and paper towel dispensers.
- (52) 4' high plastic corner guards, standard colors

Metal building:

- Aluminum canopies at front doors

Plumbing and H.V.A.C.:

- Reconfigure existing fire sprinkler system per new wall/ceiling layout, per NFPA 13.

Plumbing

- Furnish/install 15 water closets, 3 urinals, 15 lavatories, 4 sinks w/disposal, 2 ice maker boxes, 2 elec. Drinking fountains w/bottle filler, 1 hose bibb, 2 mop sinks, 11 floor drains, 3 hub drains and 2 combo penal fixtures.
- Furnish/install 4 electric water heaters.
- Furnish/install sanitary sewer, domestic water, natural gas, and condensate drain piping. Utilities connected to existing services at building.
- Relocate gas meter if needed due to location at exit door.

HVAC

- Furnish/install 71.5 tons of packaged RTU's with gas heat and 4 mini split units.
- Furnish/install wired programmable thermostats for all systems.
- Furnish/install ductwork, grilles, registers, and diffusers (all spaces will have return grilles)
- Furnish/install 9 exhaust fans with associated ductwork discharged to discharge caps.
- Test and Balance

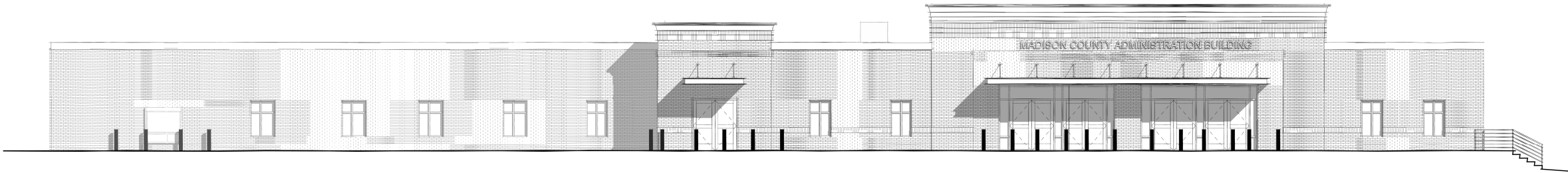
Electrical:

- Demo/make safe existing electrical.
- Breakers in existing panels
- 1 – 200-amp 3-phase load center
- 275 – 2x4 flat panel lay-in light fixture
- 22 – 6ft recessed slot light fixtures
- 28 – Recessed can lights
- 1 – 16ft Suspended linear light fixture
- 1 – 8ft Suspended linear light fixture
- 15 – 8ft Strip light fixtures in future buildout area
- 6 – Surface mount confinement light fixtures
- 2 – Surface mounted wrap around light fixtures
- 22 – Exit lights
- 10 – Emergency exit combo lights
- 45 – Emergency lights
- 3 – Remote head emergency lights
- 9 – Wall packs (at locations of existing wall packs and flood lights)
- 1 – Pole light with 4 heads (on existing pole base)
- 9 – Wall packs (in locations of existing ones)
- 6 – Ceiling mounted occupancy sensors (restrooms)
- 59 – Single pole switches
- 20 – 3-way switches
- 3 – 4-way switches
- 253 – General duty duplex receptacles
- 11 – General duty GFCI receptacles
- 6 – Dedicated GFCI receptacles
- 3 – Dedicated double duplex receptacles
- 4 – 2 Gang floor boxes
- 4 – Power/data power poles for modular furniture
- 2 – Connections to 10-ton roof-top units with gas heat
- 3 – Connections to 7.5-ton roof-top units with gas heat
- 8 – Connections to 5-ton roof-top units with gas heat
- 1 – Connections to 4-ton roof-top unit with gas heat
- 3 – Connections to 1.5-ton mini splits
- 1 – Connections to 1-ton mini split
- 1 – Connection to sign circuit on building
- Re-work existing site sign for power to new monument sign
- 89 - Data stub-ups
- Fire alarm system per code
- Access controls stub-ups & provisions per plans (system & cabling by others)

Exclusions: Performance/payment bond, Builders risk insurance, security system, access control system, magnetic locks, intercom system, utility company charges, Interior/Exterior signage, Owners, and Contractors Protective (OCP) Insurance, equipment, furniture, appliances, Voice/data cabling, Civil engineering fees/drawings, Contingency for hidden conditions

MADISON COUNTY COMPLEX

229 NORTH UNION STREET
CANTON, MS



PEOPLES CONSTRUCTION
DESIGN - BUILD GENERAL CONTRACTORS
3913 Underwood Drive || Flowood, MS 39232
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www.peoplesconstruction.com

Project Title

MADISON COUNTY COMPLEX
CANTON, MS
EXHIBIT No. 3 JUNE 28, 2023

Date
6/28/2023

Drawn By
PCC

Checked By
JP

Sheet Name

TITLE

Sheet Number

T-1

Professional Seal

100% SALES
DRAWINGS

Sheet List	
Sheet Number	Sheet Name
GENERAL	
T-1	TITLE
Architectural	
A-1	SITE/ROOF PLAN
A-2	DEMO FLOOR PLAN
A-3	FLOOR PLAN
A-4	ELEVATIONS
A-5	DOOR SCHEDULE & DETAILS
A-6	FINISH SCHEDULE AND DETAILS
A-7	REFLECTED CEILING PLAN

NOT TO SCALE

Project Title

MADISON COUNTY COMPLEX

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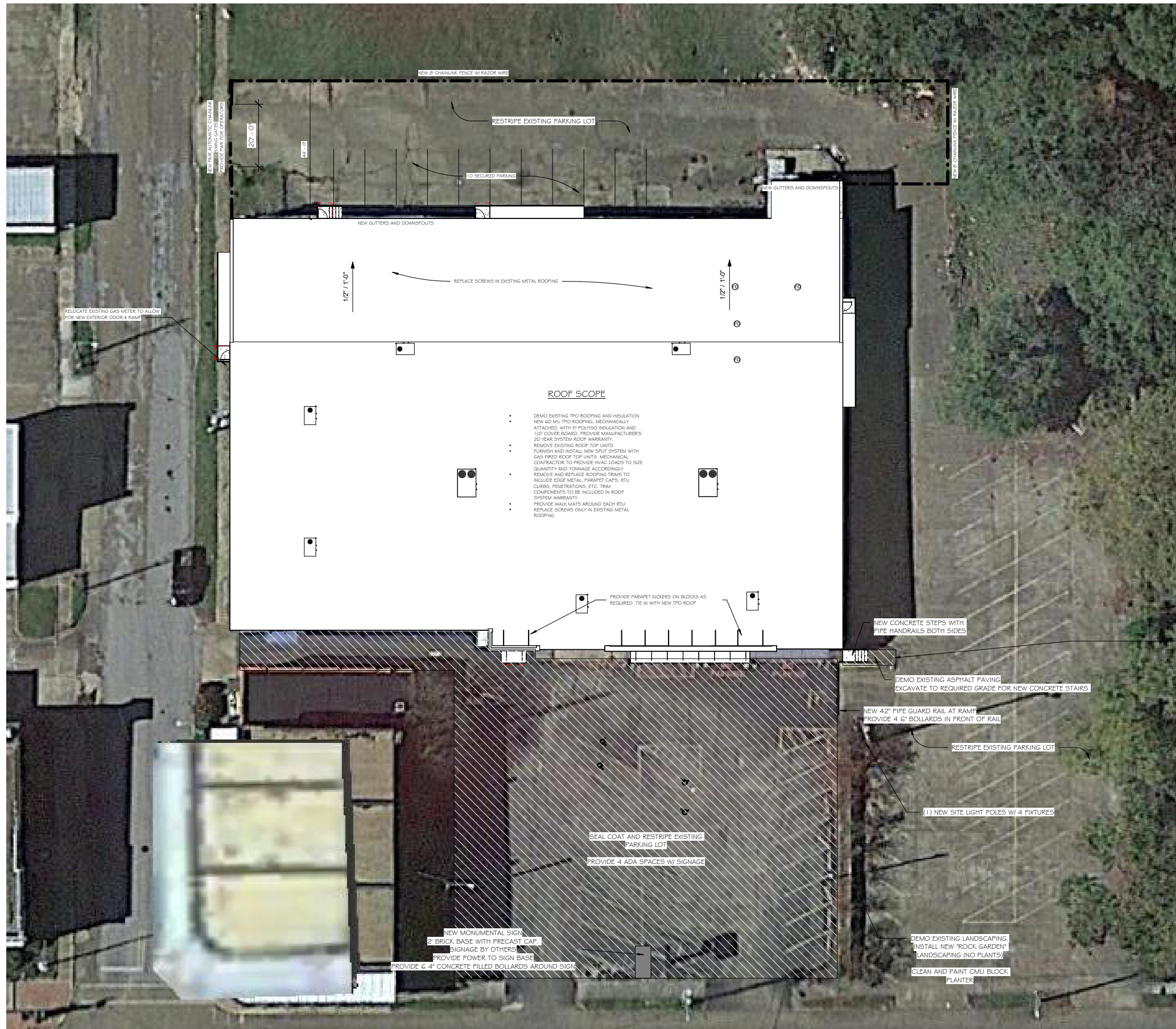
SITE/ROOF PLAN

Sheet Number

A-1

Professional Seal

100% SALES DRAWINGS

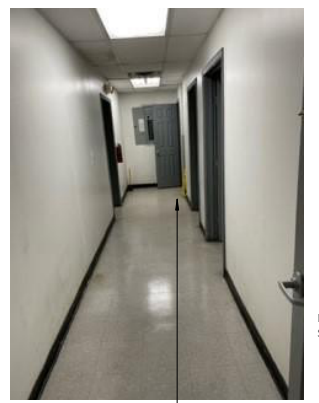
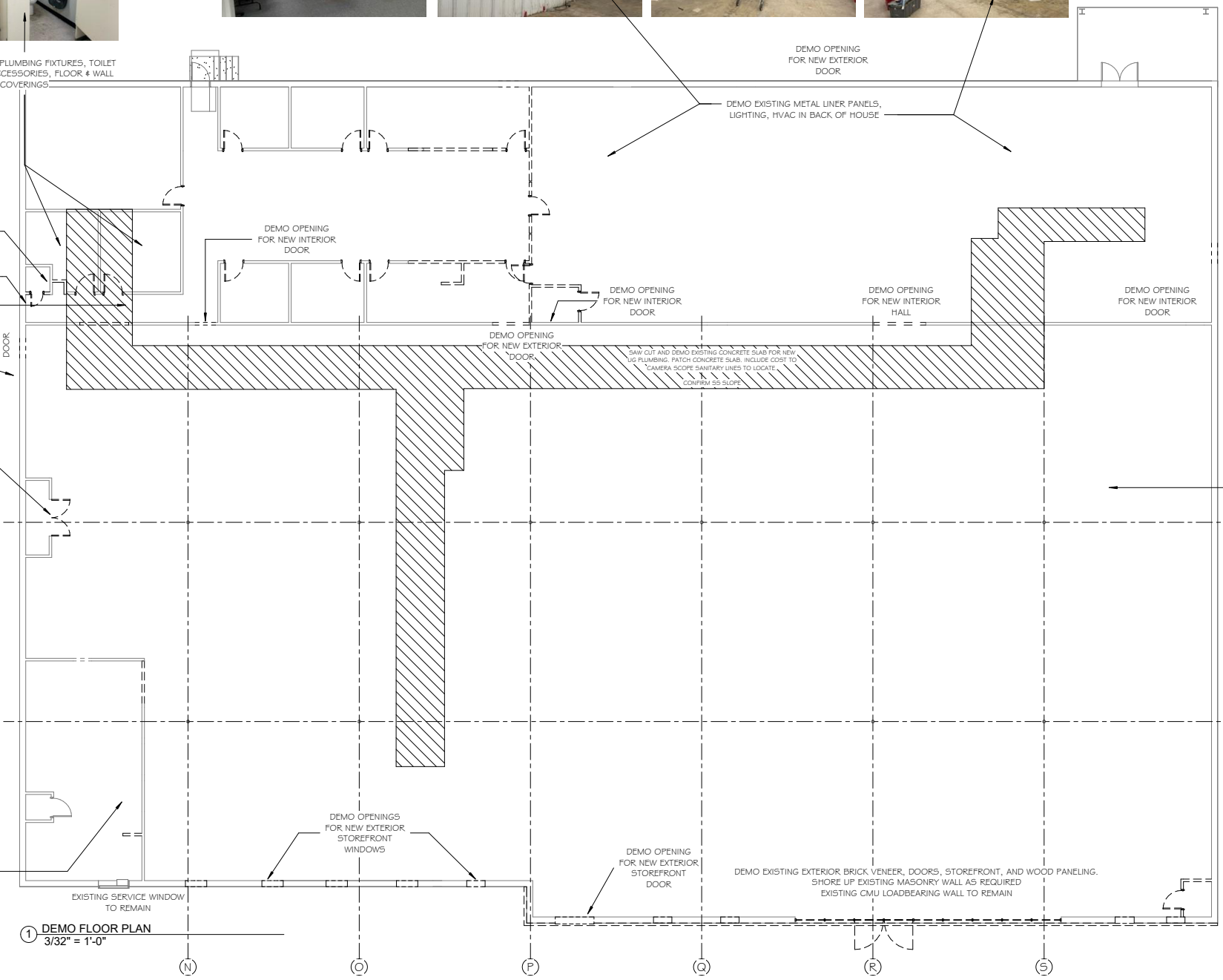


DEMO EXISTING RAMP AND HANDRAIL
 NEW CONCRETE STEPS AND RAILINGS

① SITE PLAN
 1/8" = 1'-0"
NOT TO SCALE

DEMOLITION NOTES

- OWNER IS RESPONSIBLE FOR REMOVING EXISTING FF+E FROM BUILDING.
- DEMO EXISTING FLOORING AND BASE THROUGH OUT BUILDING
- DEMO ALL EXISTING MILLWORK AND CABINETS
- DEMO EXISTING INTERIOR AND EXTERIOR LIGHTING, INCLUDING CONDUITS AND WIRING
- SALVAGE EXISTING HVAC DUCTWORK AND REUSE IF FEASIBLE
- SALVAGE EXISTING ELECTRICAL PANELS FOR FUTURE USE
- ALL INTERIOR AND EXTERIOR DOORS TO BE REMOVED.
- REMOVE ALL ABANDON FIXTURES, PIPING, CONDUIT WIRING, INSULATION, EQUIPMENT, STRUCTURAL SUPPORTS, ETC. AS PART OF THE OLD MECHANICAL, ELECTRICAL, PLUMBING, STRUCTURAL AND/OR ARCHITECTURAL SYSTEMS NO LONGER IN USE OR UNNECESSARY FOR THE RENOVATED PROJECT.
- VERIFY ALL LOAD BEARING CONDITIONS AND PROVIDE SHORING AS REQUIRED IN ALL AFFECTED AREAS PRIOR TO * DURING DEMOLITION AND/OR CONSTRUCTION. EXISTING WALLS TO REMAIN SHALL RECEIVE BRACING AS REQUIRED DURING CONSTRUCTION, UNTIL NEW WALL CONSTRUCTION IS COMPLETE.
- REMOVE ALL MISCELLANEOUS HARDWARE, PANELING, CLIPS, FASTENERS, WIRE, CONDUIT, PIPES, ETCETERAS FROM ANY AND ALL SURFACES TO RECEIVE A NEW FINISH.
- REMOVE ALL EXISTING ACOUSTICAL TILE, CEILING GRID, HANGERS, AND ASSOCIATED FRAMING UP TO UNDERSIDE OF ROOF, UNLESS NOTED OTHERWISE. REMOVE EXISTING BATT INSULATION ABOVE ALL ACOUSTICAL CEILING TILE.
- REMOVE EXISTING FLOORING AS REQUIRED TO INSTALL NEW FLOORING. PROVIDE MANUFACTURER'S REQUIRED LEVELING MATERIALS PRIOR TO INSTALLING NEW FLOORS.
- EXISTING ROOF PENETRATIONS SHALL BE PATCHED AND REPAIRED.
- ALL EXTERIOR JOINT SEALANTS SHALL BE REMOVED AND RE CAULKED.



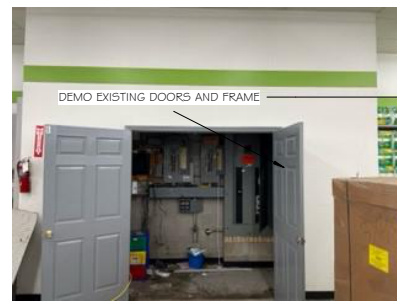
DEMO EXISTING PLUMBING FIXTURES, TOILET PARTITIONS, ACCESSORIES, FLOOR & WALL COVERINGS

DEMO EXISTING MOP SINK AND EDF

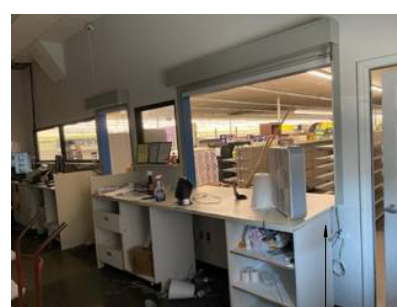
RELOCATE ELECTRICAL PANEL

DEMO EXISTING FLOORING, BASE, CEILINGS, DOORS AND FRAMES. SALVAGE ELECTRICAL PANEL

RELOCATE EXISTING GAS METER TO ALLOW FOR NEW EXTERIOR DOOR & RAMP



DEMO EXISTING DOORS AND FRAME



DEMO EXISTING MILLWORK, PASS THROUGH COUNTER, AND WINDOWS. PATCH AND INFILL WALL WITH NEW METAL STUDS AND GWB



DEMO EXISTING CANOPY AT DRIVE THROUGH



DEMO EXISTING METAL LINER PANELS, LIGHTING, HVAC IN BACK OF HOUSE

DEMO OPENING FOR NEW INTERIOR DOOR

DEMO OPENING FOR NEW INTERIOR DOOR

DEMO OPENING FOR NEW INTERIOR DOOR

DEMO OPENING FOR NEW INTERIOR DOOR

DEMO OPENING FOR NEW EXTERIOR DOOR

DEMO OPENING FOR NEW EXTERIOR DOOR

SAW CUT AND DEMO EXISTING CONCRETE SLAB FOR NEW 1/2\"/>

CONFIRM 2% SLOPE

DEMO OPENINGS FOR NEW EXTERIOR STOREFRONT WINDOWS

DEMO OPENING FOR NEW EXTERIOR STOREFRONT DOOR

DEMO EXISTING EXTERIOR BRICK VENEER, DOORS, STOREFRONT, AND WOOD PANELING. SHORE UP EXISTING MASONRY WALL AS REQUIRED EXISTING CMU LOADBEARING WALL TO REMAIN

EXISTING SERVICE WINDOW TO REMAIN

DEMO EXTERIOR CANOPY, LIGHTING, AND SIGNAGE



DEMO EXISTING LIGHTING

DEMO EXISTING CEILING TILE, GRID, HANGERS, ETC

DEMO EXISTING WINDOWS AND PASS THROUGH COUNTER



DEMO EXISTING BRICK/STONE VENEER FROM CMU WALL

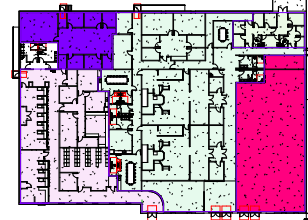


NOT TO SCALE

WALL TYPE LEGEND

- TYPICAL INTERIOR WALL CONSTRUCTION - 5/8" GWB, 3 5/8" METAL STUD (6" STUD WHERE NOTED), 5/8" GWB WITH INSULATION IN ALL WALLS.
- WET WALLS - 1/2" TILE BACKER, 6" METAL STUD, 1/2" TILE BACKER GWB, TILE BACKER BEHIND WALL TILE ONLY. 5/8" GWB ABOVE TILE BACKER
- TYPICAL ACOUSTIC INTERIOR PARTITION - 5/8" GWB, 3 5/8" METAL STUD, RESILIENT CHANNEL, 3 5/8" GWB, ACOUSTIC INSULATION. EXTEND TO DECK
- TYPICAL NEW EXTERIOR WALL CONSTRUCTION - 3 5/8" BRICK MASONRY, AIR GAP, EXISTING CMU WALL (1/2" MIN MR GYP SHEATHING, 6" METAL STUD, R19 BATT INSULATION AT INFILL WALLS AS REQUIRED), METAL FURRING, 5/8" GWB
- EXISTING WALL TO REMAIN

SUMMARY
 TAX COLLECTOR + ELECTION = 7,829SF
 COUNTY COURTS = 11,817 SF
 FUTURE BUILDOUT = 4608 SF
 TOTAL GROSS SF = 26,488 SF



KEY PLAN

- COUNTY COURT
- ELECTION COMMISSION
- FUTURE
- SALLY PORT
- TAX ASSESSOR

ARCHITECTURAL NOTES

- INTERIOR STOREFRONT TO BE 4 1/2" X 1 3/4" CENTERSET CLEAR ANODIZED ALUMINUM WITH 1/4" CLEAR GLASS
- TOILET PARTITIONS TO BE FLOOR MOUNTED, BRUSHED STAINLESS STEEL W/ STAINLESS STEEL HARDWARE.
- OWNER TO PROVIDE ALL FURNITURE AND APPLIANCES
- PROVIDE PLASTIC CORNER GUARDS AT ALL CORRIDORS SIMILAR TO PAWLING CG-20 W/ ALUMINUM RETAINER & ENDCAPS
- HOLDING CELL CONSTRUCTION - 6" CMU WALLS TO 9' AFF. MTL FRAMED CEILING. 1 LAYER 5/8" XP HI-IMPACT GWB CEILINGS
- PROVIDE 6" STUD WALL AT ALL EXISTING INTERIOR STEEL COLUMNS

MEP NARRATIVE

- MECHANICAL:**
- PACKAGE HVAC SYSTEM WITH NATURAL GAS ROOF TOP MOUNTED UNITS
 - MECHANICAL CONTRACTOR TO PROVIDE RECOMMENDED HVAC ZONES
 - PROVIDE STANDARD PROGRAMMABLE THERMOSTATS FOR EACH ZONE
- ELECTRICAL - POWER**
- ELECTRICAL CONTRACTOR TO VERIFY SERVICE AND PANELS. PROVIDE NECESSARY PANELS FOR LOADING.
 - REUSE EXISTING MAIN SERVICE FEEDS TO BUILDING
 - TYPICAL OFFICE - (4) DUPLEX RECEPTACLES, (1) DATA
 - CONFERENCE ROOMS - (6) DUPLEX RECEPTACLES, (2) DATA, (1) TV, (1) FLOOR BOX
 - WORKSTATION 005 - PROVIDE 4 CEILING MOUNTED POWER POLES W/ PWR/DATA. COORDINATE W/ FURNITURE LAYOUT
 - PROVIDE GENERAL PWR AS REQUIRED BY CODE.
 - CASHIER AREA - (2) PWR, (1) DATA PER STATION
 - (1) FLOOR BOX AT SECURITY DESK 001

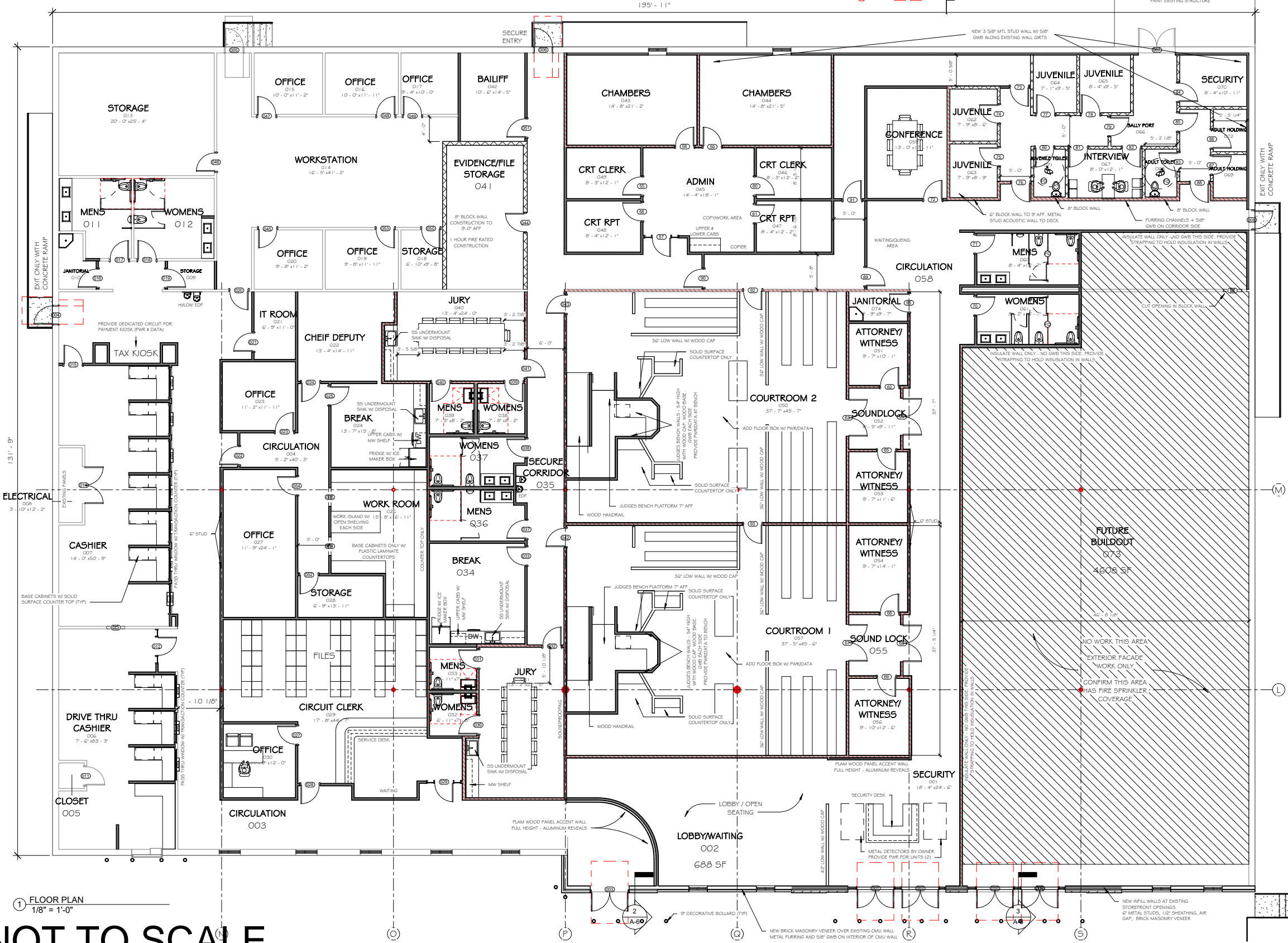
- ELECTRICAL - LIGHTING**
- FLAT PANEL LAY IN FIXTURES THROUGHOUT
 - CONFERENCE ROOMS - CAN LIGHTING + SUSPENDED FIXTURE OVER TABLE
 - MANUAL CONTROL IN CORRIDORS, COMMON SPACES, CONFERENCE, TRAINING, BREAK ROOM, TYPICAL OFFICES. OCCUPANCY SENSORS IN BATHROOMS.
 - PROVIDE CAN LIGHTING IN GWB CEILINGS
 - SUSPENDED FIXTURES NOTED ON RCP
 - EXTERIOR LIGHTING - SEE PLAN
 - PROVIDE RACEWAY AND BOX FOR EXTERIOR SIGNAGE - EXTERIOR SIGNAGE BY OWNER

- FIRE ALARM**
- PROVIDE FIRE ALARM SYSTEM AS REQUIRED BY CODE

- OTHER SYSTEMS**
- ELECTRICAL TO PROVIDE DATA RACEWAYS AND BOXES - CABLING BY OWNER
 - PROVIDE ACCESS CONTROLS RACEWAYS AT NOTED DOORS. CONTROLS BY OWNER
 - SECURITY SYSTEMS BY OWNER
 - PROVIDE RACEWAYS AND BOXES FOR TVS AND AV NOTED ON DRAWINGS.
 - NO LIGHTNING PROTECTION

- PLUMBING**
- NEW PLUMBING FIXTURES AS NOTED ON PLANS
 - PROVIDE ICE MAKER AND WATER SUPPLY TO BREAK ROOM REFRIDGERATORS
 - PROVIDE GAS PIPING TO MECHANICAL EQUIPMENT

- FIRE SPRINKLERS**
- MODIFY EXISTING SPRINKLER SYSTEM AS REQUIRED FOR NEW LAYOUT. PROVIDE NEW SPRINKLER SYSTEM IN AREAS WITHOUT COVERAGE. VERIFY EXISTING FIRE MAIN PRESSURE IS SUFFICIENT



FLOOR PLAN
 1/8" = 1'-0"

NOT TO SCALE

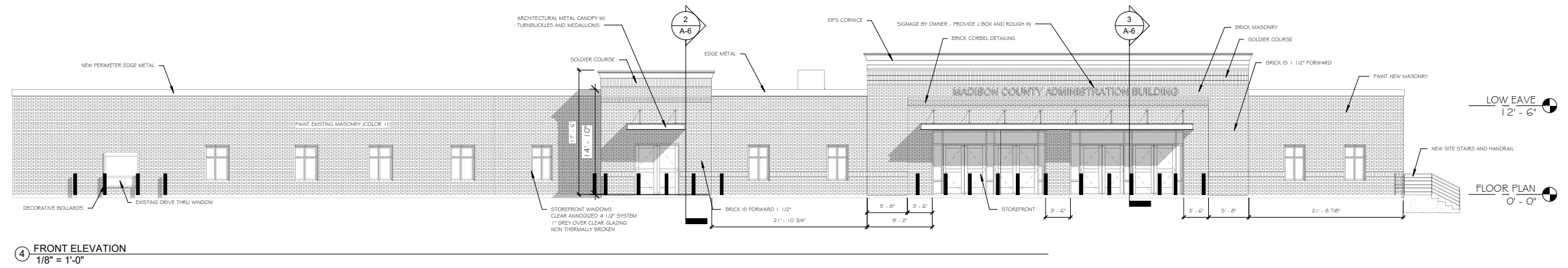


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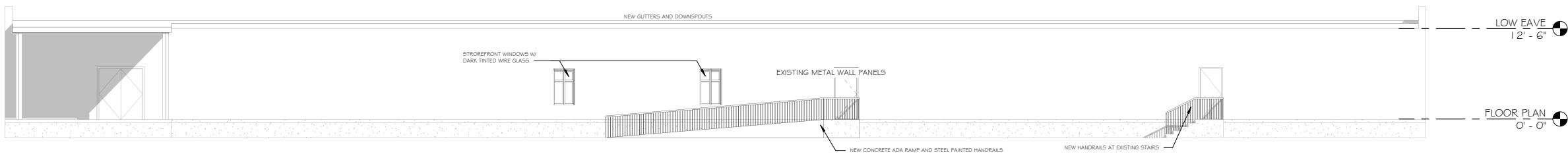
Project Title
MADISON COUNTY COMPLEX
 CANTON, MS
EXHIBIT No. 3 JUNE 28, 2023

Date: 6/28/2023
 Drawn By: PCC
 Checked By: Checker
 Sheet Name: **FLOOR PLAN**
 Sheet Number: **A-3**
 Professional Seal

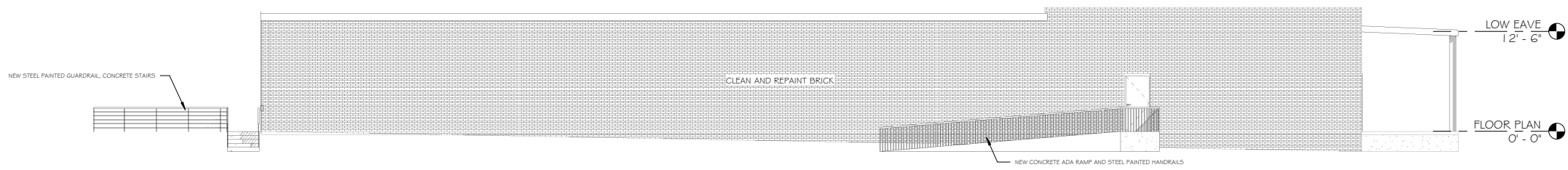
100% SALES DRAWINGS



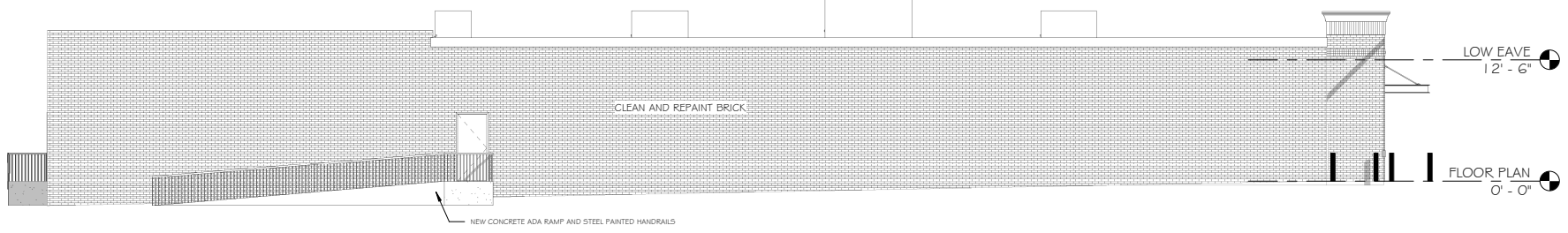
④ FRONT ELEVATION
 1/8" = 1'-0"



① North
 1/8" = 1'-0"



② East
 1/8" = 1'-0"

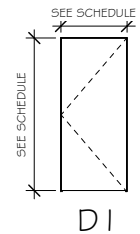


③ West
 1/8" = 1'-0"

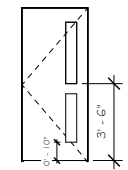
NOT TO SCALE

Door Schedule							
Mark	Width	Height	DOOR TYPE	DOOR FINISH	FRAME TYPE	FRAME FINISH	Comments
001	6'-0"	7'-0"	D6	CLEAR ANODIZED	AL	CLEAR ANODIZED	
002	6'-0"	7'-0"	D6	CLEAR ANODIZED	AL	CLEAR ANODIZED	
003	6'-0"	7'-0"	D6	CLEAR ANODIZED	AL	CLEAR ANODIZED	
004	3'-0"	7'-0"	D5	PAINT	HM	PAINT	EXIT ONLY
005	3'-0"	7'-0"	D5	PAINT	HM	PAINT	EXIT ONLY
006	3'-0"	7'-0"	D5	PAINT	HM	PAINT	ACCESS CONTROLS
007	6'-0"	7'-0"	D5	PAINT	HM	PAINT	ACCESS CONTROLS
008	3'-0"	7'-0"	D5	PAINT	HM	PAINT	ACCESS CONTROLS
009	6'-0"	7'-0"	D6	CLEAR ANODIZED	AL	CLEAR ANODIZED	
010	6'-0"	7'-0"	D6	CLEAR ANODIZED	AL	CLEAR ANODIZED	
011	3'-0"	7'-0"	D1	PREFINISHED	HM	PAINT	
012	3'-0"	7'-0"	D7	CLEAR ANODIZED	AL	CLEAR ANODIZED	
013	3'-0"	7'-0"	CASED OPENING				
014	6'-0"	7'-0"	D1	PREFINISHED	HM	PAINT	
015	3'-0"	7'-0"	D1	PREFINISHED	HM	PAINT	
016	3'-0"	7'-0"	D1	PREFINISHED	HM	PAINT	
017	3'-0"	7'-0"	D1	PREFINISHED	HM	PAINT	
018	3'-0"	7'-0"	D1	PREFINISHED	HM	PAINT	
019	3'-0"	7'-0"	D1	PREFINISHED	HM	PAINT	
020	3'-0"	7'-0"	D1	PREFINISHED	HM	PAINT	
021	3'-0"	7'-0"	D1	PREFINISHED	HM	PAINT	
022	3'-0"	7'-0"	D3	PREFINISHED	HM	PAINT	ACCESS CONTROLS
023	3'-0"	7'-0"	D3	PREFINISHED	HM	PAINT	
024	3'-0"	7'-0"	D3	PREFINISHED	HM	PAINT	
025	3'-0"	7'-0"	D3	PREFINISHED	HM	PAINT	
027	3'-0"	7'-0"	D3	PREFINISHED	HM	PAINT	
028	3'-0"	7'-0"	D1	PREFINISHED	HM	PAINT	ACCESS CONTROLS
029	3'-0"	7'-0"	D7	PREFINISHED	AL	PAINT	
030	3'-0"	7'-0"	D1	PREFINISHED	HM	PAINT	
031	3'-0"	7'-0"	D1	PREFINISHED	HM	PAINT	
032	3'-0"	7'-0"	D1	PREFINISHED	HM	PAINT	
033	3'-0"	7'-0"	D1	PREFINISHED	HM	PAINT	
034	3'-0"	7'-0"	CASED OPENING				
035	3'-0"	7'-0"	CASED OPENING				
037	3'-0"	7'-0"	D1	PREFINISHED	HM	PAINT	
038	3'-0"	7'-0"	D1	PREFINISHED	HM	PAINT	
039	3'-0"	7'-0"	D1	PREFINISHED	HM	PAINT	
040	3'-0"	7'-0"	D1	PREFINISHED	HM	PAINT	
041	3'-0"	7'-0"	D1	PREFINISHED	HM	PAINT	
042	3'-0"	7'-0"	D1	PREFINISHED	HM	PAINT	
043	3'-0"	7'-0"	D1	PREFINISHED	HM	PAINT	
044	3'-0"	7'-0"	D5	PAINT	HM	PAINT	45 MIN FIRE RATED
045	3'-0"	7'-0"	D3	PREFINISHED	HM	PAINT	
046	3'-0"	7'-0"	D1	PREFINISHED	HM	PAINT	
047	3'-0"	7'-0"	D3	PREFINISHED	HM	PAINT	
048	3'-0"	7'-0"	D3	PREFINISHED	HM	PAINT	
049	3'-0"	7'-0"	D3	PREFINISHED	HM	PAINT	
050	3'-0"	7'-0"	D3	PREFINISHED	HM	PAINT	
051	3'-0"	7'-0"	D3	PREFINISHED	HM	PAINT	
052	3'-0"	7'-0"	D1	PREFINISHED	HM	PAINT	
053	3'-0"	7'-0"	D3	PREFINISHED	HM	PAINT	
054	3'-0"	7'-0"	D3	PREFINISHED	HM	PAINT	
55	3'-0"	7'-0"	D3	PREFINISHED	HM	PAINT	
56	3'-0"	7'-0"	D3	PREFINISHED	HM	PAINT	
57	3'-0"	7'-0"	D7	CLEAR ANODIZED	AL	CLEAR ANODIZED	ACCESS CONTROLS

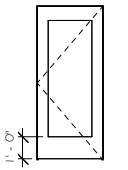
Door Schedule							
Mark	Width	Height	DOOR TYPE	DOOR FINISH	FRAME TYPE	FRAME FINISH	Comments
58	3'-0"	7'-0"	D1	PREFINISHED	HM	PAINT	
59	3'-0"	7'-0"	D1	PREFINISHED	HM	PAINT	
60	3'-0"	7'-0"	D3	PREFINISHED	HM	PAINT	
61	3'-0"	7'-0"	D3	PREFINISHED	HM	PAINT	
62	3'-0"	7'-0"	D1	PREFINISHED	HM	PAINT	
63	6'-0"	7'-0"	D1	PREFINISHED	HM	PAINT	
64	6'-0"	7'-0"	D1	PREFINISHED	HM	PAINT	
65	3'-0"	7'-0"	D1	PREFINISHED	HM	PAINT	
66	3'-0"	7'-0"	D1	PREFINISHED	HM	PAINT	
67	6'-0"	7'-0"	D1	PREFINISHED	HM	PAINT	
68	6'-0"	7'-0"	D1	PREFINISHED	HM	PAINT	
69	3'-0"	7'-0"	D1	PREFINISHED	HM	PAINT	
70	3'-0"	7'-0"	D1	PREFINISHED	HM	PAINT	
71	3'-0"	7'-0"	D1	PREFINISHED	HM	PAINT	
72	3'-0"	7'-0"	D3	PREFINISHED	HM	PAINT	
73	3'-0"	7'-0"	D4	PAINT	HM	PAINT	ACCESS CONTROLS
74	3'-0"	7'-0"	D2	PAINT	STEEL	PAINT	
75	3'-0"	7'-0"	D2	PAINT	STEEL	PAINT	
76	3'-0"	7'-0"	D4	PAINT	HM	PAINT	ACCESS CONTROLS
77	3'-0"	7'-0"	D2	PAINT	STEEL	PAINT	
78	3'-0"	7'-0"	D2	PAINT	STEEL	PAINT	
79	3'-0"	7'-0"	D4	PAINT	HM	PAINT	ACCESS CONTROLS
80	3'-0"	7'-0"	D4	PAINT	HM	PAINT	
81	3'-0"	7'-0"	D4	PAINT	HM	PAINT	
82	3'-0"	7'-0"	D4	PAINT	HM	PAINT	
83	3'-0"	7'-0"	D4	PAINT	HM	PAINT	
84	3'-0"	7'-0"	D4	PAINT	HM	PAINT	ACCESS CONTROLS
85	3'-0"	7'-0"	D4	PAINT	HM	PAINT	ACCESS CONTROLS
86	3'-0"	7'-0"	D2	PAINT	STEEL	PAINT	
87	3'-0"	7'-0"	D2	PAINT	STEEL	PAINT	
88	3'-0"	7'-0"	D4	PAINT	HM	PAINT	ACCESS CONTROLS
89	3'-0"	7'-0"	D1	PREFINISHED	HM	PAINT	ACCESS CONTROLS
90	3'-0"	7'-0"	D1	PREFINISHED	HM	PAINT	ACCESS CONTROLS
91	3'-0"	7'-0"	D1	PREFINISHED	HM	PAINT	ACCESS CONTROLS
92	3'-0"	7'-0"	D1	PREFINISHED	HM	PAINT	ACCESS CONTROLS
93	3'-0"	7'-0"	D1	PREFINISHED	HM	PAINT	ACCESS CONTROLS
94	3'-0"	7'-0"	CASED OPENING				
95	3'-0"	7'-0"	D1	PREFINISHED	HM	PAINT	



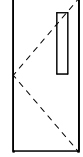
D1
SOLID WOOD DOOR
PREFINISHED



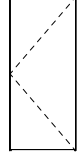
D2
DETENTION DOOR W/
DETENTION HARDWARE



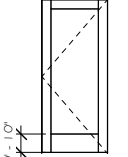
D3
SOLID WOOD DOOR
FULL VISION LITE



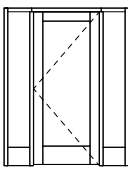
D4
HOLLOW METAL DOOR W/
VISION LITE



D5
HM DOOR

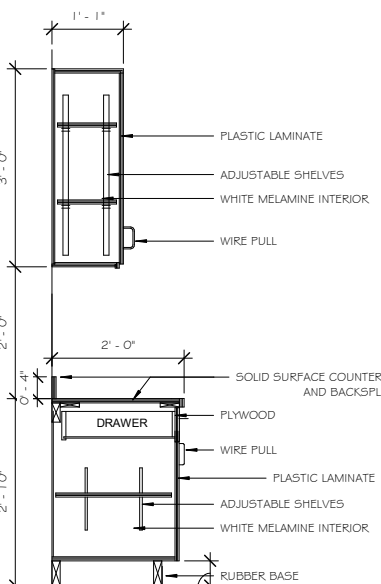


D6
WIDE STILE
STOREFRONT DOOR

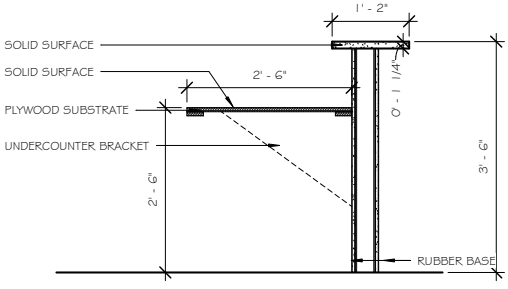


D7
WIDE STILE
STOREFRONT DOOR
W/ SIDELITES

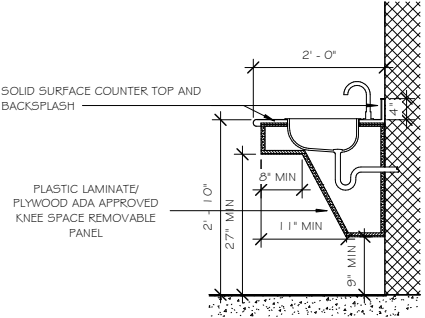
DOOR TYPE SCHEDULE
 1/4" = 1'-0"



1 MILLWORK SECTION 1
 3/4" = 1'-0"
NOT TO SCALE



2 SERVICE DESK / SECURITY DESK
 3/4" = 1'-0"



3 TYPICAL SINK DETAIL
 3/4" = 1'-0"

Room Schedule						
ROOM NUMBER	ROOM NAME	FLOOR FINISH	WALL FINISH	BASE FINISH	CEILING FINISH	Comments
001	SECURITY	HT1	PT1	WD	GWB / ACT 3	
002	LOBBY/WAITING	HT1	PT1	WD	GWB / ACT 3	
003	CIRCULATION	LVP 1	PT1	RB	ACT 1	
004	CIRCULATION	LVP 1	PT1	RB	ACT 1	
005	CLOSET	VCT 1	PT1	RB	ACT 1	
006	DRIVE THRU CASHIER	LVP 1	PT1	RB	ACT 1	
007	CASHIER	LVP 1	PT1	RB	ACT 1	
008	ELECTRICAL	VCT 1	PT1	RB	ACT 1	
009	STORAGE	VCT 1	PT1	RB	ACT 1	
010	JANITORIAL	VCT 1	PT1	RB	ACT 1	
011	MENS	HT 2	PT 2	HT 4	ACT 2	HT 3 ON WET WALLS TO 5'-0" AFF - SCHLUTER TRIMS
012	WOMENS	HT 2	PT 2	HT 4	ACT 2	HT 3 ON WET WALLS TO 5'-0" AFF - SCHLUTER TRIMS
013	STORAGE	VCT 1	PT1	RB	ACT 1	
014	WORKSTATION	LVP 1	PT1	RB	ACT 1	
015	OFFICE	CT 1	PT1	RB	ACT 1	
016	OFFICE	CT 1	PT1	RB	ACT 1	
017	OFFICE	CT 1	PT1	RB	ACT 1	
018	STORAGE	VCT 1	PT1	RB	ACT 1	
019	OFFICE	CT 1	PT1	RB	ACT 1	
020	OFFICE	CT 1	PT1	RB	ACT 1	
021	IT ROOM	VCT 1	PT1	RB	ACT 1	
022	CHEIF DEPUTY	CT 1	PT1	RB	ACT 1	
023	OFFICE	CT 1	PT1	RB	ACT 1	
024	BREAK	LVP 1	PT1	RB	ACT 1	
026	WORK ROOM	LVP 1	PT1	RB	ACT 1	
027	OFFICE	LVP 1	PT1	RB	ACT 1	
028	STORAGE	VCT 1	PT1	RB	ACT 1	
029	CIRCUIT CLERK	LVP 1	PT1	RB	ACT 1	
030	OFFICE	LVP 1	PT1	RB	ACT 1	
031	JURY	LVP 1	PT1	RB	ACT 1	
032	WOMENS	HT1	PT1	HT 4	ACT 2	
033	MENS	HT1	PT1	HT 4	ACT 2	
034	BREAK	LVP 1	PT1	RB	ACT 1	
035	SECURE CORRIDOR	LVP 1	PT1	RB	ACT 1	
036	MENS	HT1	PT1	HT 4	ACT 2	
037	WOMENS	HT1	PT1	HT 4	ACT 2	
038	WOMENS	HT1	PT1	HT 4	ACT 2	
039	MENS	HT1	PT1	HT 4	ACT 2	
040	JURY	LVP 1	PT1	RB	ACT 1	
041	EVIDENCE/FILE STORAGE	VCT 1	PT1	RB	GWB	
042	BAILIFF	LVP 1	PT1	RB	ACT 1	
043	CHAMBERS	CT 1	PT1	WD	ACT 1	
044	CHAMBERS	CT 1	PT1	WD	ACT 1	
045	ADMIN	CT 1	PT1	WD	ACT 1	
046	CRT CLERK	CT 1	PT1	WD	ACT 1	
047	CRT RPT	CT 1	PT1	WD	ACT 1	
048	CRT RPT	CT 1	PT1	WD	ACT 1	
049	CRT CLERK	CT 1	PT1	WD	ACT 1	
050	COURTROOM 2	CT 1	PT1	WD	GWB / ACT 3	
051	ATTORNEY/ WITNESS	CT 1	PT1	RB	ACT 3	
052	SOUNDLOCK	CT 1	PT1	WD	ACT 3	
053	ATTORNEY/ WITNESS	CT 1	PT1	RB	ACT 3	
054	ATTORNEY/ WITNESS	CT 1	PT1	RB	ACT 3	
055	SOUND LOCK	CT 1	PT1	WD	ACT 3	
056	ATTORNEY/ WITNESS	CT 1	PT1	RB	ACT 3	
057	COURTROOM 1	CT 1	PT1	WD	GWB / ACT 3	
058	CIRCULATION	HT1	PT1	WD	GWB / ACT 3	
059	CONFERENCE	CT 1	PT1	WD	GWB / ACT 3	
060	MENS	HT1	PT1	HT 4	ACT 2	
061	WOMENS	HT1	PT1	HT 4	ACT 2	
062	JUVENILE	VCT 1	PT1		GWB XP HI IMPACT	
063	JUVENILE	VCT 1	PT1		GWB XP HI IMPACT	
064	JUVENILE	VCT 1	PT1		GWB XP HI IMPACT	
065	JUVENILE	VCT 1	PT1		GWB XP HI IMPACT	
066	SALLY PORT	VCT 1	PT1	RB	ACT 1	
067	INTERVIEW	VCT 1	PT1	RB	ACT 1	
068	ADULT TOILET	VCT 1	PT1		GWB XP HI IMPACT	
069	ADULT HOLDING	VCT 1	PT1		GWB XP HI IMPACT	
070	SECURITY	VCT 1	PT1	RB	ACT 1	
071	JUVENILE TOILET	VCT 1	PT1		GWB XP HI IMPACT	
072	ADULT HOLDING	VCT 1	PT1		GWB XP HI IMPACT	
073	FUTURE BUILDOUT					
074	JANITORIAL	VCT 1	PT1	RB	ACT 1	

CARPET TILE 1 (CT1)
 MFG - PRICE MID RANGE
 SIZE - "PLANKS"
 COLOR - TBD
 INSTALL - TBD

HARD TILE 1 (HT1)
 MFG - PRICE MID RANGE
 SIZE - 12" X 24"
 COLOR - TBD

HARD TILE 3 (HT3)
 MFG - PRICE MID RANGE
 SIZE - 12" X 24"
 COLOR - TBD

ACOUSTICAL CEILING TILE (ACT-1)
 MFG - ARMSTRONG OR EQUAL
 MODEL - 1728
 COLOR - SQUARE EDGE 24" X 24",
 WHITE, 1 15/16" GRID, BLACK

ACOUSTICAL CEILING TILE (ACT-3)
 MFG - ARMSTRONG OR EQUAL
 MODEL - 932 FINE FISSURED
 COLOR - TEGULAR EDGE 24" X 24",
 WHITE, 1 15/16" GRID, WHITE
 ACOUSTICS - .55 NRC

PAINT 1 (PT1)
 MFG - SHERWIN WILLIAMS
 COLOR - TBD

HARD TILE 2 (HT2)
 MFG - PRICE MID RANGE
 SIZE - 24" X 24"
 COLOR - TBD

HARD TILE 4 (HT4)
 MFG - PRICE MID RANGE
 SIZE - TILE BASE
 COLOR - TBD

ACOUSTICAL CEILING TILE (ACT-2)
 MFG - GOLDBOND OR EQUAL
 MODEL - GRIDSTONE MOISTURE RESISTANT
 COLOR - SQUARE EDGE 24" X 24", WHITE, 1 15/16" GRID, WHITE

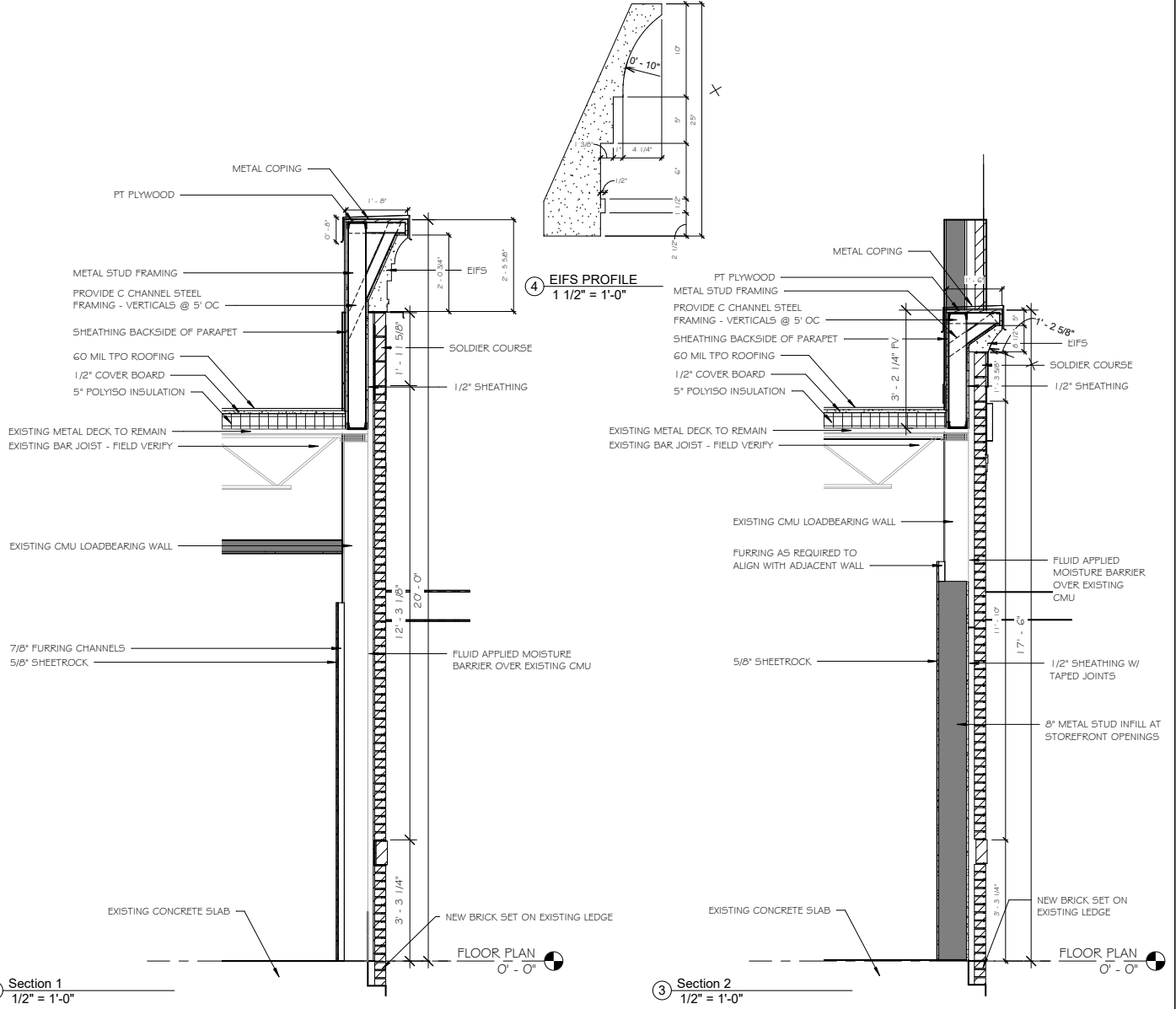
VINYL COMPOSITE (VCT-1)
 MFG - PRICE MID RANGE
 SIZE - 12" X 12"
 COLOR - TBD

RUBBER BASE - 4" (RB)
 MFG - ROPPE OR EQUAL
 COLOR - STANDARD COLORS

WOOD BASE (WB)
 6" 2045 WOOD BASE
 PAINT GRADE

LAMINATE VINYL PLANK 1 (LVP-1)
 MFG - PRICE MID RANGE
 SIZE - 9" X 60"
 COLOR - TBD

1 FINISH LEGEND
 1/4" = 1'-0"



NOT TO SCALE

Project Title

MADISON COUNTY COMPLEX
 CANTON, MS
EXHIBIT No. 3 JUNE 28, 2023

Date: 6/28/2023
 Drawn By: PCC
 Checked By: Checker
 Sheet Name:

REFLECTED CEILING PLAN

Sheet Number
A-7

100% SALES DRAWINGS



1 REFLECTED CEILING PLAN
 1/8" = 1'-0"

NOT TO SCALE

MEMORANDUM OF UNDERSTANDING

by and between

MADISON COUNTY, MISSISSIPPI

and

CENTRAL MISSISSIPPI PUBLIC IMPROVEMENT CORPORATION

Dated as of July 3, 2023

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING, is made and entered into as of July 3, 2023 (this "**Agreement**"), by and between Madison County, Mississippi (the "**County**") and the Central Mississippi Public Improvement Corporation (the "**Corporation**").

W I T N E S S E T H;

WHEREAS, the Board of Supervisors of the County (the "**Governing Body**"), acting for and on behalf of the County, has found and determined that the County is in need of acquiring, renovating, constructing, delivering, equipping, installing and leasing a County building and related improvements for use as a County Courthouse facility (the "**Project**"); and

WHEREAS, pursuant to Sections 31-8-1 *et seq.*, Mississippi Code of 1972, as amended and supplemented from time to time (the "**Act**"), the County, acting by and through the Governing Body, is authorized to enter into a lease and option to purchase agreement to facilitate the Project; and

WHEREAS, the County desires to enter into such a lease and option to purchase agreement (the "**Lease**") with the Corporation, a non-profit corporation organized under the laws of the State of Mississippi (the "**State**"), created under the procedures established by the Act to satisfy both the requirements and purposes of the Act; and

WHEREAS, to finance the Project and pay any costs incidental to such Project, proportional interests in the lease payments to be made by the County under the Lease will be financed through the issuance of a Promissory Note (Madison County, Mississippi Lease Purchase – County Courthouse Project) (the "**Note**") and sold as provided for by the Act; and

WHEREAS, to facilitate the acquisition, renovation, construction, delivery and installation of the Project under the Lease, the Corporation has determined that it is necessary to enter into a Construction Contract with Peoples Construction Corporation (the "**Contract**"), a copy of which is attached hereto as Exhibit A, and authorize and approve the acquisition of any necessary real property by the County and the Corporation for the Project under the Lease, on or before the date of delivery of the Note, with the applicable owner of any such real property.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the parties hereto intend to be legally bound hereby and in consideration of mutual covenants hereinafter contained do hereby agree as follows:

1. AGREEMENT CONCERNING CONTRACT.

Pursuant to the Act and other applicable laws of the State, the County and the Corporation agree as follows:

The Contract, in the form attached hereto as **Exhibit A** and made a part hereof, shall be timely approved in substantially final form by the County. The President of the Governing Body (the "**President**") shall be authorized to approve such changes, insertions

and omissions in said contract as the President determines necessary to facilitate the acquisition, construction, financing and equipping of the Project.

2. **ADDITIONAL PROVISIONS.**

(a) This Agreement has been made by the County and the Corporation and no person other than the foregoing and their successors and assigns shall acquire or have any right under or by virtue of this Agreement.

(b) This Agreement shall become effective as of the date hereof upon the execution and acceptance hereof by the parties hereto and shall be valid and enforced from and after the time of such execution and acceptance.

(c) If any paragraph or part of a paragraph of this Agreement shall be declared null and void or unenforceable against any of the parties hereto by any court of competent jurisdiction, such declaration shall not affect the validity or enforceability of any other section or part of a paragraph of this Agreement.

(d) In the event any agreement contained in this Agreement shall be breached and such breach shall thereafter be waived, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

(e) This Agreement shall inure to the benefit of the County, the Corporation, Peoples Construction Corporation and their respective successors and assigns.

(f) This Agreement authorizes the acquisition of any necessary real property by the County or the Corporation for the Project under the Lease, on or before the delivery date of the Note with the applicable owner of any such real property and the President shall be authorized to approve such said purchase contract as the President determines necessary to facilitate the acquisition, construction, financing and equipping of the Project.

(g) This Agreement shall be governed as to validity, construction and performance by the laws of the State.

(h) This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall constitute but one and the same agreement.

(i) No amendment, change, modification, alteration or termination of this Agreement shall be made other than pursuant to a written agreement signed by the County and the Corporation.

(j) The County and the Corporation agree to comply with all applicable State and federal laws, rules, and regulations governing equal employment opportunity, immigration, e-verify, and nondiscrimination.

IN WITNESS WHEREOF, the parties hereby have caused this Agreement to be duly executed as of the 3rd day of July 2023.

(SEAL)

MADISON COUNTY, MISSISSIPPI

By _____
President of Board of Supervisors

ATTEST

Clerk of Board of Supervisors

**CENTRAL MISSISSIPPI PUBLIC
IMPROVEMENT CORPORATION**

President

EXHIBIT A
CONTRACT

80368264.v1

PRIVATE PLACEMENT AGREEMENT

This Private Placement Agreement, dated _____, 2023 (the "**Placement Agreement**"), is by and among Central Mississippi Improvement Corporation, Pearl, Mississippi (the "**Corporation**"), Madison County, Mississippi (the "**County**"), a body politic existing under the Constitution and laws of the State of Mississippi, and Raymond James & Associates, Inc., Memphis, Tennessee (the "**Placement Agent**").

WITNESSETH:

WHEREAS, the Board of Supervisors (the "**Governing Body**") of the County, acting for and on behalf of the County, is authorized by Sections 31-8-1 *et seq.*, Mississippi Code of 1972, as amended and supplemented (the "**Act**"), to acquire, renovate, construct, deliver, equip, install and lease public buildings through a lease purchase financing arrangement with any corporation, partnership, limited liability company, joint venture or individual; and

WHEREAS, on July 3, 2023, the Governing Body adopted a resolution (the "**Sales Parameter Resolution**") authorizing the acquisition, renovation, construction, delivery and installation of a public building and related facilities for use as a County Courthouse facility (the "**Project**") pursuant to a Lease and Option to Purchase, dated the date of delivery thereof (the "**Lease**") with the Corporation as authorized by the Act and approved the delivery and execution of the Lease Documents (as defined herein) ; and

WHEREAS, pursuant to the Lease, the Corporation will lease the Property together with all improvements thereon, including the Improvements (as defined in the Lease) on the Property (collectively, the "**Lease Project**") to the County in consideration for which the County will make payments of base rental ("**Base Rental**") for the use and possession of the Lease Project; and

WHEREAS, the Sales Parameter Resolution authorized the County to finance the Project and pay any costs incidental to such Project, through the issuance of a Promissory Note (Madison County, Mississippi Lease Purchase – County Courthouse Project) (the "**Note**") of the Corporation, in a total aggregate principal amount not to exceed Five Million Three Hundred Thousand Dollars (\$5,300,000), which Note secures proportional interests in the lease payments to be made by the County under the Lease and the Loan Agreement (as defined herein); and

WHEREAS, the Note is more fully described in the Sales Parameter Resolution and the Loan Agreement, dated August ____, 2023, by and between _____, as Lender (the "**Lender**") and the Corporation, as approved by the County (the "**Loan Agreement**"), and in Schedule II attached hereto; and

WHEREAS, the Corporation is a non-profit corporation organized and existing under the laws of the State of Mississippi (the "**State**"), authorized to do business in Mississippi and has full legal right, power and authority (a) to enter into the Placement Agreement, (b) to execute and deliver (i) the Loan Agreement, (ii) the Ground Lease, dated the date of delivery thereof (the "**Ground Lease**"), pursuant to which the County will lease to the Corporation a certain parcel or parcels of real property owned by the County and located within the County, (iii) the Lease, (iv) the Assignment Agreement, by and between the Corporation and the Lender, dated the date of

delivery thereof (the "**Assignment**") wherein the Corporation proposes to assign and transfer to the Lender certain of its rights, title, and interest in and to the Ground Lease and the Lease, including its right to receive payments of Base Rental thereunder, by entering into an Assignment Agreement and, (v) the Agency Agreement, dated the date of delivery thereof, (the "**Agency Agreement**") by and between the Corporation and the County, pursuant to which the Corporation designates the County as its agent for purposes of constructing the Project and related facilities, (collectively (i) through (v), the "**Lease Documents**") (c) to issue, sell and deliver the Note to the Lender and to carry out and (d) consummate all other transactions contemplated by the Lease Documents; and

WHEREAS, on June 29, 2023, the Corporation adopted a resolution (the "**Corporation Resolution**") which duly authorized and approved (a) the issuance, sale and delivery of the Note, (b) the execution and delivery of, and the performance of the obligations contained in, the Placement Agreement and the Lease Documents, and (c) the consummation of all other transactions contemplated by the Note; and

WHEREAS, the County and the Corporation have requested the Placement Agent to act as its agent in connection with the placement of the Note.

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

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

Section 2. Appointment of Placement Agent. Pursuant to the Sales Parameter Resolution, the Corporation Resolution and this Placement Agreement, the County and the Corporation hereby appoint the Placement Agent as exclusive placement agent with respect to the Note, and the Placement Agent hereby accepts such appointment, with such duties as described herein and in the Sales Parameter Resolution and the Corporation Resolution.

Section 3. Placement of the Note. The Placement Agent hereby agrees, as the agent of the County, to place the Note with _____ (the "**Lender**"), pursuant to the terms set forth in the Term Sheet of the Lender (the "**Term Sheet**"), attached hereto as Schedule III. The Lender will purchase the Note at the price set forth in Schedule I (the "**Purchase Price**"). It is understood that the purchase of the Note by the Lender is subject to (a) receipt by the Lender and the Placement Agent of an opinion of Butler Snow LLP, Ridgeland, Mississippi ("**Note Counsel**") to the effect that the Note shall be payable solely from undivided proportionate interests in the rental payments paid by the County under the Lease, as set forth in the Lease and the Loan Agreement, and to the effect that the interest on the Note is exempt from federal and State income taxes under existing laws, regulations, rulings and judicial decisions, or letter allowing the Lender and the Placement Agent to rely on such opinion; (b) the delivery of the Note in form and tenor satisfactory to the Placement Agent and the Lender evidencing the proper execution and delivery of the Note and receipt of payment therefor, including a statement of the County, dated as of the date of such delivery, to the effect that there is no litigation pending or, to the knowledge of the signer or signers thereof, threatened relating to the issuance, sale and delivery of the Note; and (c) satisfaction of other conditions specified in the Lease and the Loan Agreement. The Lender shall

be required to deposit the purchase price of the Note either with the Placement Agent or at the direction of the Placement Agent, on or before August _____, 2023 (the "**Closing Date**") as set forth in Schedule I attached hereto. Subject to the purchase of the Note by the Lender, the County, or the Lender for and on behalf of the County, will pay \$_____.00 to the Placement Agent from the proceeds of the Note or from other funds of the County for its Placement Agent Fee and expenses (the "**Placement Agent Fee**") on or after the Closing Date as may be agreed to by the County and the Placement Agent.

The obligation of the County under the Lease is not a general obligation and does not constitute a pledge of the full faith and credit of the County, the State or any political subdivision or agency thereof within the meaning of any constitutional or statutory provision or limitation. The obligation of the County to pay Base Rental Payments and Additional Payments (as defined in the Lease) shall be limited to those funds that are specifically budgeted and appropriated annually by the County for such purpose; provided, however, that the Governing Body of the County, in its sole discretion, may make said payments with any lawfully available revenues of the County, including but not limited to moneys on deposit in the County's general fund.

Section 4. Payment to the County. The Placement Agent agrees that it will, on the Closing Date, transfer to the County or cause the Lender to transfer to the County, the Purchase Price of the Note as set forth in Schedule I, in immediately available funds, but only to the extent that the Lender has deposited the Purchase Price of the Note with the Placement Agent. If the Lender does not deposit with the Placement Agent the Purchase Price of the Note or transfer to the County the Purchase Price of the Note to be purchased by it or otherwise refuses to purchase the Note, the Placement Agent will use its reasonable best efforts to arrange for a substitute Lender for such Note on the terms set forth in Section 3.

Section 5. Limitation. Nothing contained in this Placement Agreement shall obligate the Placement Agent to purchase the Note in the event the Lender fails to pay the Purchase Price of the Note or in the event the Placement Agent is unable to arrange for the purchase of the Note.

Section 6. Fees and Expenses. The Placement Agent fee set forth herein represents the total compensation due to the Placement Agent for its services under this Placement Agreement.

The County is responsible for all other expenses and fees due in connection with the sale, delivery and issuance of the Note.

Section 7. Obligations of Placement Agent. The County and the Corporation acknowledge and agree that this Placement Agreement does not constitute a guarantee by the Placement Agent to arrange the placement of the Note. It is understood that the Placement Agent's obligations under this Agreement are to use reasonable efforts throughout the term of this Placement Agreement to perform the services described herein. The County and the Corporation acknowledge and agree that the Placement Agent is being retained to act solely as placement agent for the Note, and not as an agent, advisor or fiduciary to the County or the Corporation, and that this Placement Agreement is not intended to confer rights or benefits on any member, affiliate, shareholder or creditor of the County, the Corporation or any other person or entity or to provide the County, the Corporation or any other person with any assurances that the transaction will be consummated.

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

Section 8. No Registration with DTC and No CUSIP Numbers; No Rating or Offering Document. The Note shall not be (a) registered with DTC or any other securities depository, and (b) shall not be assigned a CUSIP number by Standard & Poor's CUSIP Service Bureau, unless requested by the Lender. The Note shall not be (i) assigned a separate rating by any municipal securities agency, or (ii) issued pursuant to any type of offering document or official statement, unless requested by the Lender.

Section 9. Payment for the Note. The Placement Agent agrees that it will, on the Closing Date, wire transfer or cause the Lender to wire transfer, in immediately available funds an amount equal to the Purchase Price. If the Placement Agent does not wire transfer the Purchase Price received from the Lender or cause the Lender to wire transfer the Purchase Price on the Closing Date, or the Lender otherwise refuses to purchase the Note, the Placement Agent will use its reasonable best efforts to arrange for substitute purchasers for the Note on the terms set forth in Section 3.

Section 10. Role of Lender. The Lender and its representatives are not registered municipal advisors and do not provide advice to municipal entities or obligated persons with respect to municipal financial products or the issuance of municipal securities (including regarding the structure, timing, terms and similar matters concerning municipal financial products or municipal securities issuances) or engage in the solicitation of municipal entities or obligated persons for the provision by non-affiliated persons of municipal advisory services and/or investment advisory services. With respect to the Term Sheet and any other information, materials or communications provided by the Lender: (a) the Lender and its representatives are not recommending an action to any municipal entity or obligated person; (b) the Lender and its representatives are not acting as an advisor to any municipal entity or obligated person and do not owe a fiduciary duty pursuant to Section 15B of the 1934 Act and the related final rules (the "**Municipal Advisor Rules**"), to any municipal entity or obligated person with respect to the Term Sheet, any other information, materials or communications; (c) the Lender and its representatives are acting for their own corporate interests; and (d) the County and the Corporation have been informed that it should discuss the Term Sheet and any such other information, materials or communications with any and all internal and external advisors and experts that the County or the

Corporation deem appropriate before acting on the Term Sheet or any such other information, materials or communication.

Section 11. Governing Law. This Placement Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi.

Section 12. Counterparts. This Placement Agreement may be executed in one or more counterparts, each of which shall be an original and all of which, when taken together, shall constitute but one and the same instrument.

Section 13. Binding Effect. This Placement Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns, except that no party hereto may assign any of its rights or obligations hereunder without the consent of the other party.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

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

RAYMOND JAMES & ASSOCIATES, INC.
MEMPHIS, TENNESSEE
As Placement Agent

Authorized Representative

Signature Page for Private Placement Agreement.

MADISON COUNTY, MISSISSIPPI

By: _____
President

ATTEST:

By: _____
Chancery Clerk

(SEAL)

**CENTRAL MISSISSIPPI IMPROVEMENT
CORPORATION**

By: _____
President

SCHEDULE I
To Private Placement Agreement
Dated: _____, 2023

Purchase Price Due County by Placement Agent

Par Amount of Note:	\$,000
---------------------	--------

PURCHASE PRICE DUE TO COUNTY:	<u>\$.000</u>
--------------------------------------	----------------------

SCHEDULE III
To Private Placement Agreement
Dated: _____, 2023

TERM SHEET

Space Above Line For Official Use Only

Instrument Prepared By and Return To: Butler Snow LLP Attn: Elizabeth Clark MS Bar No.: 101887 Suite 1400 1020 Highland Colony Parkway Ridgeland, Mississippi 39157 (601) 985-4406	Lessor's Name, Address and Phone Number: MADISON COUNTY, MISSISSIPPI Attn: Chancery Clerk 146 W Center Street Canton, Mississippi 39046 (601) 859-1177	Lessee's Name, Address and Phone Number: CENTRAL MISSISSIPPI PUBLIC IMPROVEMENT CORPORATION Attn: President 1020 Centre Pointe Boulevard Pearl, Mississippi 39208 (601) 981-1511
Indexing Instructions to the Chancery Clerk of Madison County, MS: PARCEL:		

GROUND LEASE

Dated as of August _____, 2023

by and between

MADISON COUNTY, MISSISSIPPI

and

CENTRAL MISSISSIPPI PUBLIC IMPROVEMENT CORPORATION

GROUND LEASE

THIS GROUND LEASE, dated as of _____, 2023 (herein called the "**Ground Lease**") is entered into by and between **MADISON COUNTY, MISSISSIPPI** (the "**County**"), a political subdivision of the State of Mississippi, and the **CENTRAL MISSISSIPPI PUBLIC IMPROVEMENT CORPORATION** (the "**Corporation**"), a Mississippi non-profit corporation.

WITNESSETH

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

SECTION 1. Definitions.

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

SECTION 2. Property.

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

SECTION 3. Ownership.

The County covenants that as of August _____, 2023, it is the owner of and holds title in fee simple to the Property described in **EXHIBIT A** hereof.

SECTION 4. Term.

This Ground Lease shall commence on the date of execution and delivery hereof and end on the earlier to occur of (i) August 1, 20__ or (ii) the date of termination of the Lease with respect to the Property pursuant to Section 2 or 15 thereof, but in no event shall this Ground Lease terminate until the Note (as defined in the Lease) has been paid in full, even if such date is after August 1, 20____.

SECTION 5. Rent.

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

SECTION 6. Purpose.

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

SECTION 7. Assignment and Sublease.

The Corporation shall not assign, mortgage, hypothecate or otherwise encumber this Ground Lease and any rights hereunder and the leasehold created hereby by trust agreement, indenture or deed of trust or otherwise or sublet the Property without the written consent of the County, except that the County expressly approves and consents to the assignment and transfer of the Corporation's rights, title and interest in this Ground Lease to the Lender pursuant to the Assignment Agreement dated as of _____, 2023, by and between the Corporation and the Lender.

SECTION 8. Right of Entry.

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

SECTION 9. Expiration.

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

SECTION 10. Quiet Enjoyment.

The Corporation at all times during the term of this Ground Lease shall peaceably and quietly have, hold and enjoy all of the Property.

SECTION 11. Taxes.

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

SECTION 12. Eminent Domain.

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

SECTION 13. Default.

In the event that the Corporation or its assignee shall be in default in the performance of any obligation on its part to be performed under the terms of this Ground Lease, the County may

exercise any and all remedies granted by law, except that no merger of this Ground Lease and of the Lease shall be deemed to occur as a result thereof; provided, however, that the County shall have no power to terminate this Ground Lease by reason of any default on the part of the Corporation or its assignee if (i) such termination would affect or impair the assignment of the Property by the Corporation pursuant to the Assignment Agreement, or (ii) such termination would prejudice the exercise of the remedies provided in Section 12 of the Lease. So long as any such assignee or subtenant of the Corporation or any successor in interest to the Corporation shall duly perform the terms and conditions of this Ground Lease and of its then existing sublease (if any), such assignee or subtenant shall be deemed to be and shall become the tenant of the County hereunder and shall be entitled to all of the rights and privileges granted under any such assignment.

SECTION 14. Notices.

All notices, statements, demands, requests, consents, approvals, authorizations, offers, agreements, appointments or designations hereunder by either party to the other shall be in writing and shall be sufficiently given and served upon the other party, if sent by United States registered mail, return receipt requested, postage prepaid and addressed as follows:

County - Madison County, Mississippi
 Attn: Chancery Clerk
 146 W Center Street
 Canton, Mississippi 39046

Corporation - Central Mississippi Public Improvement Corporation
 c/o Central Mississippi Planning and Development District
 Attention: President
 1020 Centre Pointe Boulevard
 Pearl, Mississippi 39208

SECTION 15. Partial Invalidity.

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

SECTION 16. Governing Law.

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

SECTION 17. Execution in Counterparts.

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

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

MADISON COUNTY, MISSISSIPPI

By: _____
President

ATTEST:

By: _____
Chancery Clerk

[Signature page to Ground Lease, dated _____, 2023, by and between Madison County, Mississippi and the Central Mississippi Public Improvement Corporation]

**CENTRAL MISSISSIPP PUBLIC
IMPROVEMENT CORPORATION**

By: _____
President

ATTEST:

By: _____
Secretary

[Signature page to Ground Lease, dated _____, 2023 by and between Madison County,
Mississippi and Central Mississippi Public Improvement Corporation]

**STATE OF MISSISSIPPI
COUNTY OF MADISON**

Personally appeared before me, the undersigned authority in and for the aforesaid jurisdiction, the within named **Gerald Steen** and **Ronny Lott**, who acknowledged to me that they are the President and Chancery Clerk, respectively, of **MADISON COUNTY, MISSISSIPPI** and that they signed and delivered the foregoing instrument of writing on the day and year therein mentioned for and on behalf of said Count and as its official act and deed, being duly authorized so to do.

GIVEN UNDER MY HAND and official seal, this the ____ day of August 2023.

Notary Public

My Commission Expires:

**STATE OF MISSISSIPPI
COUNTY OF RANKIN**

Personally appeared before me, the undersigned authority in and for the aforesaid jurisdiction, the within named **Michael Monk** and **Cathy Duke**, who acknowledged to me that they are the President and Secretary, respectively, of **CENTRAL MISSISSIPPI PUBLIC IMPROVEMENT CORPORATION** and that they signed and delivered the foregoing instrument of writing on the day and year therein mentioned for and on behalf of said Corporation and as its official act and deed, being duly authorized so to do.

GIVEN UNDER MY HAND and official seal, this the ____ day of August 2023.

Notary Public

My Commission Expires:

EXHIBIT A

REAL PROPERTY DESCRIPTION

Space Above Line For Official Use Only

Instrument Prepared By and Return To: Butler Snow LLP Attn: Elizabeth Clark MS Bar No.: 101887 Suite 1400 1020 Highland Colony Parkway Ridgeland, Mississippi 39157 (601) 985-4406	Lessor's Name, Address and Phone Number: CENTRAL MISSISSIPPI PUBLIC IMPROVEMENT CORPORATION Attn: President 1020 Centre Pointe Boulevard Pearl, Mississippi 39208 (601) 981-1511	Lessee's Name, Address and Phone Number: MADISON COUNTY, MISSISSIPPI Attn: Chancery Clerk 146 West North Street Canton, Mississippi 39046 (601) 855-5502
Indexing Instructions to the Chancery Clerk of Madison County, MS: PARCEL:		

LEASE AND OPTION TO PURCHASE

Dated as of _____, 2023

by and between

CENTRAL MISSISSIPPI PUBLIC IMPROVEMENT CORPORATION

and

MADISON COUNTY, MISSISSIPPI

**Prepared by:
Butler Snow LLP
1020 Highland Colony Parkway, Suite 1400
Ridgeland, Mississippi 39157**

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

LEASE AND OPTION TO PURCHASE

THIS LEASE AND OPTION TO PURCHASE (the "**Lease**"), is dated as of _____, 2023, by and between the **CENTRAL MISSISSIPPI PUBLIC IMPROVEMENT CORPORATION** (the "**Corporation**"), a Mississippi non-profit corporation, and **MADISON COUNTY, MISSISSIPPI** (the "**County**"), a political subdivision of the State of Mississippi (the "**State**").

WITNESSETH

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

WHEREAS, the County is in need of acquiring, renovating, constructing, equipping and leasing a public building and related facilities for use as a County Courthouse to be located in the City of Canton in the County (collectively, the "**Project**," more particularly described in **EXHIBIT A** attached hereto), and the County is authorized pursuant to the laws of the State to enter into leases for such purpose; and

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

WHEREAS, the Corporation is simultaneously providing for the transfer of all its rights, title and interest (other than its obligation to have the Project constructed and its rights to indemnification and payment or reimbursement of its costs and expenses incurred in connection with the construction of the Project) in and to this Lease to the Lender.

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

SECTION 1. Definitions.

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

"Acquisition Costs" means, with respect to the Project and related facilities, the contract price paid or to be paid for the acquisition, design, construction, renovation, expansion, remodeling, enlarging, equipping and delivery of the Project and related facilities, and includes reimbursement to each the County and Corporation for any payments made by the County and Corporation prior to or subsequent to the execution of the Lease pursuant to the declaration of official intent of the governing body of each the County and Corporation under Treasury Regulation 1.150-2 prior to or subsequent to the execution of the Lease. Acquisition Costs also

include the cost of the site of the Project and purchase of any facilities or buildings located on the site, the costs of site preparation necessary for the construction, renovation and installation of the Project and related facilities, costs and expenses incurred in connection with the execution and delivery of the Note, the Ground Lease, the Lease, the Assignment Agreement, the Agency Agreement and the Loan Agreement, and any and all agreements, instruments, certificates or other documents issued in connection therewith, any premium with respect to insurance of the Note, as well as administrative, engineering, legal, financial and other costs incurred in connection with the design, acquisition, construction, expansion, remodeling, renovation, enlarging and equipping and financing of the Project and related facilities.

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

"Agency Agreement" means that certain Agency Agreement dated as of August ___, 2023, by and between the Corporation and the County pursuant to which the Corporation designates the County as its agent for purposes of constructing and acquiring the Project, a copy thereof attached hereto as **EXHIBIT C**.

"Assignment Agreement" means that certain Assignment Agreement, dated as of August _____, 2023, by and between the Corporation and the Lender, pertaining to the assignment of all of the Corporation's right, title and interest (excluding the Corporation's obligation to cause the Project to be constructed and excluding the Corporation's right to indemnification and reimbursement for any costs or expenses) in and to the Lease and the Ground Lease to the Lender to secure the payment of the Note.

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

"Business Day" means a day which is not a Saturday or Sunday, or a day on which the offices of the County are authorized or required by law to be closed, or a day on which banking institutions are authorized or required by law to be closed in the State for commercial banking purposes.

"Certificate of Completion" means the notice filed with the Lender by the County, for and on behalf of the Corporation, stating that the Improvements have been substantially completed, but reserving the rights of the Corporation against third parties.

"Closing Date" means August ___, 2023, or such later date as may be agreed upon by the parties hereto.

"Construction Costs" means, with respect to the Improvements and related facilities, the contract price paid or to be paid for any facilities located on the Property, completion of the design, acquisition, construction, renovation, expansion, remodeling, enlarging, equipping and delivery of the Improvements and related facilities in accordance with the General Construction Contract, and includes reimbursement to the County or Corporation for any payments made by the County or Corporation prior or subsequent to the execution of this Lease pursuant to the declaration of official intent of the governing body of each the County and Corporation under Treasury Regulation 1.150-2. Construction Costs also include the costs of purchasing any facilities or buildings, site

preparation necessary for the design, construction expansion, renovation, remodeling, enlarging and equipping of the Improvements, as well as administrative, engineering, legal, financial and other costs incurred in connection with the design, construction, expansion, renovation, remodeling, enlarging and equipping and financing of the Improvements and related facilities.

"Corporation" means the Central Mississippi Public Improvement Corporation, an affiliate of the Central Mississippi Planning and Development District, and a Mississippi non-profit corporation.

"County" means Madison County, Mississippi, a political subdivision of the State.

"Contractor" means Peoples Construction Corporation, the general contractor for the Project.

"Fiscal Year" means the fiscal year of the County, which at the date of this Lease is the period from October 1 to and including the following September 30.

"General Construction Contract" means the contract or contracts entered into with the Contractor with respect to the acquisition, design, construction, equipping and delivery of the Project and related facilities.

"General Fund" shall mean the General Fund of the County.

"Improvements" means those certain improvements which are acquired, designed, constructed, expanded, remodeled, installed and delivered on the Property in accordance with the Plans.

"Lease" means this Lease and Option to Purchase.

"Lease Purchase and Public Building Note Fund" shall mean the Lease Purchase and Public Building Note Fund to be created by the County pursuant to this Lease.

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

"Lender" means _____, as the lender acting in its capacity as such under the Loan Agreement or any successor appointed as therein provided.

"Lessor" means the Corporation, or, after the effective date of the Assignment Agreement, the Lender.

"Loan Agreement" means that certain Loan Agreement, dated as of the date hereof, by and between the Lessor and the Lender, as approved by the County.

"Note" means the Promissory Note (Madison County, Mississippi Lease Purchase – County Courthouse Project), to be dated the date of Closing, of the Corporation, payable to the order of Lender in the principal amount of \$_____.

"Option Price" means the total amount necessary to repay or prepay all outstanding amounts under the Loan Agreement.

"Outstanding" when used as of any particular time with respect to the Note, means all outstanding principal plus accrued and unpaid interest.

"Plans" means the plans and specifications for the Project approved by the County. Said specifications may from time to time be amended with the consent of the County, but no such amendment may be made which would increase the cost of the Project beyond the amount of money available, in the determination of the County, to pay the same or which would change the character of the Project to the extent that it would cease to be of the nature described in the Plans.

"Project" means, collectively, the Property and the Improvements to be acquired and constructed on the Property, as more particularly described hereinabove and in the Plans to be approved by the County, to be acquired, renovated and installed on the Property, all of which are to be leased to and used by the County for essential public purposes of the County.

"Property" shall mean the property described in **EXHIBIT A** hereto.

"Property Insurance" means the insurance required to be maintained by the County under Section 4.4 of the Lease.

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

"State" means the State of Mississippi.

"Special Counsel" means Butler Snow LLP, Ridgeland, Mississippi.

"2023 Acquisition and Construction Fund" shall mean the 2023 Acquisition and Construction Fund created under the Loan Agreement.

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

(a) The Corporation agrees to cause the Project and related facilities to be acquired, constructed and installed, and to enter into and to provide for, or cause to be provided for, the complete construction and installation of the Project and related facilities in accordance with the Plans, the terms of this Lease and the General Construction Contract. The Plans will be examined and approved in all particulars by the County. Proposals for the Lease of the Project have been received and the Corporation's proposal has been accepted by the County. To the extent that actual Acquisition Costs of the Project as approved hereafter by the County is greater than the estimated costs on which the Corporation's bid was based, the County will transfer to the 2023 Acquisition and Construction Fund the amount necessary to provide sufficient funds for payment of the actual Acquisition Costs of completing the Project as approved by the Corporation. The County, pursuant to Section 4 of the Agency Agreement, may approve changes for and on behalf of the Corporation, in the plans and specifications of the Project as provide in the Agency Agreement. Payment for the costs of the Project shall be made from the moneys deposited in the 2023 Acquisition and

Construction Fund which shall be disbursed for this purpose in accordance and upon compliance with the Loan Agreement, or which may be made by the County from other funds available to the County. The Corporation will cause the acquisition, construction, delivery and installation of the Project to be diligently performed after the deposit of funds into the 2023 Acquisition and Construction Fund and that the Project shall be complete at or before the time specified in the Plans and the General Construction Contract for acquisition, renovation and construction to be approved by the County. If such construction is not completed, there shall be no resulting liability on the part of the Corporation and no diminution in the payments to be paid by the County, for and on behalf of the Corporation. It is understood and agreed that all such construction shall at all times be subject to supervision and direction of the County, for and on behalf of the Corporation, as set forth in this Lease and the Agency Agreement. The Corporation agrees that the unexpended moneys remaining in the 2023 Acquisition and Construction Fund shall, upon payment in full of all Acquisition Costs of the Project, be applied solely in accordance with the provisions of the Loan Agreement.

(b) The Lessor hereby agrees to lease the Project to the County, and the County hereby agrees to pay the Base Rental and the Additional Rental as provided herein for the use and occupancy of the Project, all on the terms and conditions set forth herein. Upon substantial completion of the Improvements, the County shall promptly deliver to the Lender a Certificate of Completion. The Lease Term begins on the Closing Date and ends August 1, ____, or at such earlier time as the Note has been paid or provision for their payment has been made in accordance with the provisions of this Lease and the Loan Agreement, which term in no event shall exceed fifteen (15) years. Notwithstanding the above, in no event shall this Lease or the Ground Lease terminate until the Note has been paid in full and canceled.

(c) Upon payment of all Base Rental and Additional Rental required by this Lease or upon the sale of the Project to the County or its assignee pursuant to the exercise of its option to purchase the Project in accordance with this Lease, this Lease shall terminate and title to the Project, and any improvements thereon or additions thereto, shall be transferred directly to the County or, at the option of the County, to any assignee or nominee of the County, in accordance with the provisions of this Lease.

SECTION 3. Rent.

SECTION 3.1 Rental Payments.

The County shall pay the Base Rental and Additional Rental in the amounts, at the times and in the manner set forth herein, such amounts constituting in the aggregate the rental payable under this Lease as follows:

(i) Base Rental. The County agrees to pay as Base Rental under this Lease in semiannual payments, commencing February 1, 2024, payable on each February 1 and August 1 thereafter during the term of this Lease, the amounts set forth in **EXHIBIT B** hereof, a portion of which shall constitute principal and a portion of which shall constitute interest as shown in **EXHIBIT B**. The allocation of any Base Rental payment to a principal component and an interest component shall correspond to the principal and interest payable with respect to the Note on the date such Base Rental payment is due. In no event shall the

amount of Base Rental payable on any date exceed the aggregate amount of principal and interest required to be paid or prepaid on such date with respect to the Note, according to its tenor. The Lender shall receive its proportionate share of the Base Rental pursuant to the schedule attached to the Note.

To secure the performance of its obligation to pay Base Rental, the County shall deposit the Base Rental scheduled to become due on the next succeeding date on which a payment of Base Rental is due with the Lender on or before the Rental Deposit Date, for application by the Lender in accordance with the terms of the Loan Agreement. In the event any such date of deposit is not a Business Day, such deposit shall be made on the next preceding Business Day. Rental payments under this paragraph shall be paid by the County directly to the Lender.

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

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

- (1) All taxes and assessments of any nature whatsoever, including but not limited to excise taxes, ad valorem taxes, ad valorem and special lien special assessments and gross receipts taxes, if any, levied upon the Project or upon any interest of the Corporation or the Lender therein or in this Lease;
- (2) Insurance premiums, if any, on all insurance required under the provisions of Section 4.4 of this Lease;
- (3) All fees and expenses (not otherwise paid or provided for out of the proceeds of the sale of the Note) of the Lender in connection with the Loan Agreement;
- (4) Any other fees, costs or expenses incurred by the Lessor in connection with the execution, performance or enforcement of this Lease or any assignment hereof or the Loan Agreement or any of the transactions contemplated hereby or thereby or related to the Project, including, without limitation, any amounts (not otherwise paid or provided for out of the proceeds of the sale of the Note) which may become due.

Amounts constituting Additional Rental payable hereunder shall be paid by the County directly to the person or persons to whom such amounts shall be payable. The County shall pay all such amounts when due or at such later time as such amounts may be paid without penalty and, upon request of the Lender, shall furnish to the Lender a certificate stating that any such amounts have been paid or that no such amounts were due.

SECTION 3.2 Consideration.

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

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

SECTION 3.3 County's Obligation.

As the County deems the existence and operation of the Project to comprise an essential part of its governmental functions, the County hereby covenants to take such action as may be necessary to include all Base Rental and Additional Rental due hereunder in its annual budget and to make the necessary annual appropriations for all such Base Rental and Additional Rental until all principal of and interest on the Note shall have been paid or all obligations of the County under the Loan Agreement have been satisfied and terminated. This covenant is specifically subject to the express limitation contained in the following paragraph.

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

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

All monies budgeted, appropriated and collected by the County pursuant to this Section for the purpose of paying Base Rental and/or Additional Rental shall be deposited to the credit of a fund to be created by the County called the "Lease Purchase and Public Building Note Fund" within the General Fund of the County until such time as such monies are expended to pay Base Rental or Additional Rental.

SECTION 3.4 Payment; Credit.

Amounts necessary to pay Base Rental shall be deposited by the County on or before the Rental Deposit Date as set forth in Section 3.1(i) in lawful money of the United States of America, at the office of the Lender in _____, or at such other place or places as may be established in accordance with the Loan Agreement. Any amount necessary to pay any Base Rental or portion thereof which is not so deposited shall remain due and payable until received by the Lender. Notwithstanding any dispute between the County and the Lessor hereunder, and subject to the provisions in Section 3.3 above, the County shall make all rental payments when due and shall not withhold any rental payments pending the final resolution of such dispute or for any other reason whatsoever. Except as provided in Section 3.3 above, the County's obligation to make rental payments in the amounts and on the terms and conditions specified hereunder shall be absolute and unconditional without any right of setoff or counterclaim.

SECTION 3.5 No Rental Abatement.

Except as provided in Section 3.3 above, the obligations of the County to make the payments required in Section 3 hereof and to perform and observe the other agreements on its part contained herein shall be absolute and unconditional, regardless of whether the Project shall have been entirely completed at the time the first payments become due hereunder and regardless of the continued existence of the Project in physical condition satisfactory to the County. Until such time as the principal of, premium, if any and interest on the Note shall have been fully paid or all the County's obligations hereunder satisfied and defeased, and except as provided in Section 3.3 above, the County (1) shall not diminish, suspend or discontinue any payments provided for in Section 3 hereof, (2) shall perform and observe all of its other agreements contained in this Lease, and (3) shall not terminate this Lease for any cause including, without limiting the generality of the foregoing, any acts or circumstances that may constitute failure of consideration, condemnation, destruction of or damage to the Project, frustration of purpose, any change in the tax or other laws of the United States of America or of the State or any political subdivision of either thereof or any failure of the Corporation to perform and observe any agreement, whether express or implied, or any duty, liability or obligation arising out of or connected with this Lease. Nothing contained in this Section shall be construed to release the Corporation from the performance of any of the agreements on its part herein contained; and in the event the Corporation shall fail to perform any such agreement on its part, the County may institute such action against the Corporation as the County may deem necessary to compel performance or recover its damages for nonperformance so long as such action shall not do violence to the agreements on the part of the County contained in the next two preceding sentences. The County may, however, at its own cost and expense and in its own name or in the name of the Corporation, prosecute or defend any action or proceeding or take any other action involving third persons which the County deems reasonably necessary in order to secure or protect its rights of possession, occupancy and use hereunder, and in such event the Corporation hereby agrees to cooperate fully with the County and

to take all action necessary to effect the substitution of the County for the Corporation in any such action or proceeding if the County shall so request.

SECTION 3.6 Triple Net Lease.

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

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

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

SECTION 4.1 Construction of Improvements.

The Corporation agrees to cause the Improvements and related facilities to be acquired, renovated, constructed, delivered and installed in accordance with this Lease, and the Corporation will provide for, or cause to be provided for, the complete acquisition, design, construction, expansion, renovation, remodeling, enlarging, equipping, delivery and installation of the Improvements and related facilities under the terms of this Lease. Payment for the Acquisition Costs shall be made from money deposited in the 2023 Acquisition and Construction Fund which shall be disbursed for this purpose in accordance with the Loan Agreement. The Corporation and the County agree that the unexpended money remaining in the 2023 Acquisition and Construction Fund shall, upon payment in full of all Acquisition Costs and the delivery and installment of the Improvements, be applied solely in accordance with the provisions of the Loan Agreement.

SECTION 4.2 Replacement, Maintenance and Repairs.

The County shall, at its own expense, during the term of this Lease maintain the Project, or cause the same to be maintained, in good order, condition and repair and shall replace any portion of the Project which is destroyed; provided, that the County shall not be required to repair or replace any such portion of the Project pursuant to this Section 4.2 if there shall be applied to the payment of all Base Rental due to and to become due under this Lease insurance proceeds or other lawfully available funds sufficient to pay (i) all of the Base Rental due and to become due under this Lease, or (ii) any portion thereof and the rental payments allocable to the remaining portion of the Project equals the pro-rata portion of Base Rental allocable to the remaining amounts due under this Lease after such prepayment. The County shall provide or cause to be provided all security service, custodial service, janitorial service and other services necessary for the proper upkeep and maintenance of the Project. It is understood and agreed that in consideration of the payment by the County of the rental herein provided for, the County is entitled to occupy the Project and no other party shall have any obligation to incur any expense of any kind or character in connection with the management, operation or maintenance of the Project during the Lease Term. The Lessor shall not be required at any time to make any improvements, alterations, changes, additions, repairs or replacements of any nature whatsoever in or to the Project. The County hereby expressly waives the right to make repairs or to perform maintenance of the Project at the expense of the Lessor. The County shall keep the Project free and clear of all liens, charges and encumbrances, subject only to the provisions of Section 4.5 hereof.

SECTION 4.3 Utilities.

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

SECTION 4.4 Insurance.

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

To the extent as allowed or permitted by State law, such insurance shall consist of:

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

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

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

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

(v) Title insurance in an amount equal to the par value of the Note. No self-insurance is permitted with respect to the above requirements for title insurance; and

(vi) Performance and labor and material payment bonds with respect to the General Construction Contract in the full amount of the General Construction Contract.

All policies or certificates issued by the respective insurers for insurance, with the exception of workers' compensation insurance, shall provide that such policies or certificates shall not be canceled or materially changed without at least 30 days' prior written notice to the Lender. Upon request of the Lender, the County shall deposit with the Lender a certificate of a County Representative stating that the County is in compliance with the insurance requirements set forth in this Section 4.4.

All policies or certificates of insurance provided for herein shall name the County as a named insured, and shall name the Corporation and its directors and the Lender as additional insureds. In addition, the policies or certificates of insurance required to be maintained under clauses (i) and (iii) shall name the Lender as loss payee. All proceeds of insurance maintained under clauses (i), (ii) and (v) above, shall be deposited with the Lender for application pursuant to the Loan Agreement. All proceeds of insurance maintained under clauses (ii) and (iv) shall be deposited with the County.

SECTION 4.5 Liens.

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

SECTION 4.6 Laws and Ordinances.

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

SECTION 5. Application of Property Insurance Proceeds.

Proceeds of Property Insurance received in respect of destruction of or damage to the Project by fire or other casualty or event shall be paid to the Lender for application in accordance with the provisions of Section 6.80 of the Loan Agreement.

SECTION 6. Eminent Domain.

If the Project, or any portion thereof, shall be taken under the power of eminent domain, then this Lease shall continue in full force and effect and shall not be terminated by virtue of such taking and the parties waive the benefit of any law to the contrary. Any award made in eminent domain proceedings for the taking shall be applied in accordance with the provisions of the Loan Agreement. In absence of specific direction regarding the application of such proceeds, the County shall apply the proceeds to the prepayment of the Lease.

SECTION 7. Assignment and Lease.

(a) The County shall not mortgage, pledge, assign or transfer any interest of the County in this Lease by voluntary act or by operation of law, or otherwise; provided, however, that the County may, subject to compliance with Section 6.2 of Loan Agreement, sublease all or any portion of the Project, may grant concessions to others involving the use of any portion of the Project, whether such concessions purport to convey a leasehold interest or a license to use a portion of the Project, and may assign its right to purchase the Project pursuant to Section 15 hereof. The County shall at all times remain liable for the performance of the covenants and conditions on its part to be performed under this Lease, notwithstanding any subletting or granting of concessions which may be made. Nothing herein contained shall be construed to relieve the County from its obligation to pay Base Rental and Additional Rental as provided in this Lease or to relieve the County from any other obligations contained herein.

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

SECTION 8. Additions and Improvements.

Subject to compliance with the Loan Agreement, the County shall have the right during the Lease Term to make any additions or improvements to the Project, to attach fixtures, structures or signs, and to affix any personal property to the Project, so long as the fair market value of the Project is not thereby reduced. The County will be required to make payment to the Contractor for any additions or improvements the County may ask the Contractor to incorporate into the Project during the Lease Term.

SECTION 9. Right of Entry.

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

SECTION 10. Quiet Enjoyment.

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

SECTION 11. Indemnification and Hold Harmless Agreement.

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

SECTION 12. Default by County; Remedies.

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

(b) Remedies. Upon an event of default as defined in Section 12 (a) above, the Lessor shall have the right to (i) terminate this Lease, (ii) re-enter the Project, (iii) eject all parties in possession therefrom and (iv) relet the Project or sell the Improvements, subject to the Ground Lease. Notwithstanding anything herein to the contrary, in no event will the Lessor be entitled to, nor will the County be liable for, any deficiency resulting from said reletting of the Project or sale of the Improvements, or from the continuation of this Lease by the Lessor, beyond the amount of the specific appropriation, if any, by the County for the Project for the Fiscal Year in which the default occurred reduced by the amount of said current and specific appropriation disbursed by the County in accordance with the terms of this Lease and the Loan Agreement.

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

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

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

SECTION 13. Waiver.

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

SECTION 14. Disclaimer of Warranties.

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

SECTION 15. Option to Purchase.

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

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

SECTION 16. Reserved.

SECTION 17. Validity.

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

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

SECTION 18. Execution.

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

SECTION 19. Law Governing.

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

SECTION 20. Notices.

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

- (i) if to the County, 125 West North Street, Canton, Mississippi 39046, Attention: Chancery Clerk;
- (ii) if to the Corporation, to Central Mississippi Public Improvement Corporation c/o Central Mississippi Planning and Development District, 1020 Centre Pointe Boulevard, Pearl, Mississippi 39208, Attention: President;
- (iii) if to the Lender, to _____, _____, Attention: _____.

SECTION 21. Amendment.

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

[Remainder of Page Intentionally Left Blank; Signature Pages to Follow]

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

MADISON COUNTY, MISSISSIPPI

(SEAL)

By: _____
President

ATTEST:

Chancery Clerk

[Signature Page to Lease and Option to Purchase, dated _____, 2023, by and between the Central Mississippi Public Improvement Corporation and Madison County, Mississippi.]

**CENTRAL MISSISSIPPI PUBLIC
IMPROVEMENT CORPORATION**

By: _____
President

ATTEST:

Secretary

[Signature Page to Lease and Option to Purchase, dated _____, 2023, by and between the
Central Mississippi Public Improvement Corporation and Madison County, Mississippi.]

**STATE OF MISSISSIPPI
MADISON COUNTY**

Personally appeared before me, the undersigned authority in and for the aforesaid jurisdiction, the within named **Gerald Steen** and **Ronny Lott**, who acknowledged to me that they are the President and Chancery Clerk, respectively, of **MADISON COUNTY, MISSISSIPPI**, and that they signed and delivered the foregoing instrument of writing on the day and year therein mentioned for and on behalf of said County and as its official act and deed, being duly authorized so to do.

GIVEN UNDER MY HAND and official seal, this the ____ day of August 2023.

Notary Public

My Commission Expires:

**STATE OF MISSISSIPPI
COUNTY OF RANKIN**

Personally appeared before me, the undersigned authority in and for the aforesaid jurisdiction, the within named **Michael Monk** and **Cathy Duke**, who acknowledged to me that they are the President and Secretary, respectively, of the **CENTRAL MISSISSIPPI PUBLIC IMPROVEMENT CORPORATION** and that they signed and delivered the foregoing instrument of writing on the day and year therein mentioned for and on behalf of said Corporation and as its official act and deed, being duly authorized so to do.

GIVEN UNDER MY HAND and official seal, this the ____ day of August 2023.

Notary Public

My Commission Expires:

EXHIBIT A

DESCRIPTION OF REAL PROPERTY AND IMPROVEMENTS

REAL PROPERTY DESCRIPTION

Real Property Description

State of Mississippi
Madison County

PARCEL

DESCRIPTION OF THE IMPROVEMENTS

The Note will be issued to provide funds for the acquisition, construction, renovation, delivery, installation and leasing of a County public building and related facilities, for use as a County Courthouse facility located in Canton, Mississippi, under authority of Sections 31-8-1 *et seq.*, Mississippi Code of 1972, as amended and supplemented (the “**Act**”).

It is anticipated that the County Courthouse facility will include offices of the Election Commission, office of the Tax Collector, and the Youth and County Court and is being financed with the Note.

EXHIBIT B
RENTAL PAYMENTS

EXHIBIT C

AGENCY AGREEMENT

28239284 v5

Instrument Prepared By and Return To: Butler Snow LLP Attn: Elizabeth Clark MS Bar No.: 101887 Suite 1400 1020 Highland Colony Parkway Ridgeland, Mississippi 39157 (601) 985-4406	Grantor's Name, Address and Phone Number: MADISON COUNTY, MISSISSIPPI Attn: Chancery Clerk 146 West North Street Canton, Mississippi 39046 (601) 855-5502	Lender's Name, Address and Phone Number: _____ Attn: _____, Trust Officer _____, _____ _____, _____ (____) ____-____
Indexing Instructions to the Chancery Clerk of Madison County, MS: PARCEL: .		

LOAN AGREEMENT

Dated as of August ____, 2023

By and Among

_____,
as Lender

and

**CENTRAL MISSISSIPPI PUBLIC IMPROVEMENT CORPORATION
as Borrower**

and

MADISON COUNTY, MISSISSIPPI

**Prepared by:
BUTLER SNOW LLP
1020 Highland Colony Parkway, Suite 1400
Ridgeland, Mississippi 39157**

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EXHIBIT A - BASE RENTAL PAYMENT
EXHIBIT B - REAL PROPERTY DESCRIPTION
EXHIBIT C - FORM OF NOTE
EXHIBIT D - FORM OF REQUISITION

This **LOAN AGREEMENT**, dated as of August ____, 2023 (the “**Loan Agreement**”), is by and between **CENTRAL MISSISSIPPI PUBLIC IMPROVEMENT CORPORATION**, a Mississippi not-for-profit corporation (the “**Corporation**”), as borrower hereunder, _____, _____ (the “**Lender**”), and as approved by **MADISON COUNTY, MISSISSIPPI** (the “**County**”).

WHEREAS, the Corporation has applied to the Lender for a loan, the proceeds of which are to be used for the purposes hereinafter described, and pursuant to said loan the parties hereto agree as follows:

ARTICLE I.

DEFINITIONS

Use of or reference to the following terms herein shall be construed as indicated:

SECTION 1.1 Term Loan. The Term Loan by the Lender to the Corporation is an aggregate principal amount of \$_____ (the “**Term Loan**”) for the purpose of acquiring, renovating, constructing, delivery and installation for a public County building and related facilities for use as a County Courthouse facility and leasing same to the County. The Term Loan shall be made only if each of the following terms and conditions have been met on a basis acceptable to the Lender:

- (a) No Event of Default shall have occurred, and no event shall have occurred which, with the giving of notice or lapse of time, or both, would constitute such an Event of Default; and
- (b) The Lender shall have received the executed Note described in Section 1.2 below.

SECTION 1.2 The Note. The Term Loan shall be evidenced by a Promissory Note (Madison County, Mississippi Lease Purchase – County Courthouse Project), dated August ____, 2023 (the “**Note**”), of the Corporation, payable to the order of the Lender in the principal amount of \$_____, the form of which is attached hereto as **EXHIBIT C**. Principal on the Note shall be payable in annual payments, commencing August 1, 20__ through August 1, 20__. Interest on the Note shall be payable as provided in Section 1.3 hereof.

The Note shall be executed and delivered by the Corporation and accepted by the Lender on the terms and conditions set forth in Section 1.1 above. The final maturity date of the Note shall be August 1, 20__. The Corporation may prepay this Note on any interest payment date, in full or in part, solely at the election of the Corporation with the consent of the County. The Corporation and the County shall give the Lender written notice of any prepayment thirty (30) days prior to making any prepayment.

The Note and the Term Loan shall be payable solely from Base Rental and Additional Rental paid by the County as provided in the Lease. As provided in the Lease, each Base Rental payment shall have a principal component and/or interest component as set forth in **EXHIBIT A**

hereto. All payments under the Note and this Loan Agreement represent the Lender's right to receive Base Rental and Additional Rental payments under the Lease.

SECTION 1.3 Interest.

Interest on the Note shall be _____% per annum, payable on February 1 and August 1 of each year, commencing February 1, 2024, until the Note is paid. Interest will be calculated using a three hundred sixty (360) day year based on twelve (12) thirty (30) day months.

SECTION 1.4 Property. Real property located in Madison County, Mississippi and more fully described in **EXHIBIT B** annexed hereto and made a part hereof (the "**Property**").

SECTION 1.5 Improvements. Improvements to the Property, now existing or hereinafter acquired, constructed, renovated, delivered or installed, including improvements to a County Courthouse building and related facilities, to be acquired, constructed renovated, delivered or installed with the proceeds of the Note and are to be located at the Property (the "**Improvements**").

SECTION 1.6 Project. The Property and the Improvements (the "**Project**").

SECTION 1.7 Permitted Encumbrances. Liens on the Property existing on the date of this Loan Agreement and disclosed by the title certificate issued in connection with the Project are the Permitted Encumbrances (the "**Permitted Encumbrances**").

SECTION 1.8 General Contractor. The general contractor shall mean Peoples Construction Corporation (the "**General Contractor**").

SECTION 1.9 Lease. The Lease and Option to Purchase dated as of the date hereof, by and between the Corporation and the County (the "**Lease**").

SECTION 1.10 Collateral Documents.

- (a) The Lease;
- (b) The Ground Lease;
- (c) Assignment Agreement; and
- (d) Consent to Assignment Agreement
- (e) Agency Agreement (together the "**Collateral Documents**").

SECTION 1.11 Certificate of Completion. The notice filed with the Lender by the County Representative as defined in the Lease and Option to Purchase, dated as of the date hereof (the "**Lease**") (the "**Certificate of Completion**"), stating that the Improvements acquired, constructed, renovated, deliver or installed with Note proceeds have been substantially completed, but reserving the rights of the Corporation or the County against third parties.

ARTICLE II.

THE LOAN

SECTION 2.1 Disbursement Procedure. The Lender agrees on the terms and conditions set forth herein and in reliance on the representations and warranties set forth herein agrees to lend to the Corporation, and the Corporation agrees to borrow from the Lender the principal amount of \$_____.

SECTION 2.2 Delivery of Funds. On the Closing Date, the Lender will remit proceeds of the Note of \$_____ to the County, on behalf of the Corporation, to be deposited in a fund held by the Lender to be designated the 2023 Acquisition and Construction Fund (the “**2023 Acquisition and Construction Fund**”). Any income received from investment of monies in the 2023 Acquisition and Construction Fund shall be deposited in the 2023 Acquisition and Construction Fund. From the 2023 Acquisition and Construction Fund there shall be first paid the costs, fees and expenses incurred by the Corporation and the County in connection with the Ground Lease, the Lease, this Loan Agreement, the Collateral Documents and the Note. The balance thereof shall be held and disbursed for acquisition of the Project by the County. All disbursements from the 2023 Acquisition and Construction Fund by the County shall be approved by an authorized County Representative and the Lender pursuant to a fully executed Requisition, in the form attached hereto as **EXHIBIT D**. Any amounts which remain in the 2023 Acquisition and Construction Fund after the completion of the Project shall be used to prepay the Note on a proportionate basis.

ARTICLE III.

CONDITIONS TO THE LOAN

Lender’s obligation to make the Term Loan or any advance thereof shall be effective only upon fulfillment of the following conditions.

SECTION 3.1 Term Sheet. Receipt and approval by the Lender of all items required to be provided to the Lender under the terms of the Term Sheet, dated _____, 2023 (the “**Term Sheet**”). For purposes of this Section, such items shall be in final form if required by the Term Sheet.

SECTION 3.2 Payment of Fees. Payment by the Corporation of all fees and expenses required by this Loan Agreement or by the Term Sheet.

SECTION 3.3 Execution of Documents. Execution, delivery and when appropriate, recording or filing, of this Loan Agreement, the Note, the Collateral Documents and all other instruments and documents evidencing or securing the Term Loan, and all other documents required by this Loan Agreement, all in form and content satisfactory to Lender.

SECTION 3.4 Other. All Collateral Documents shall be in full force and effect without any change in the priority of the liens created thereby and no event or condition constituting an Event of Default shall exist.

ARTICLE IV.

REPRESENTATIONS AND WARRANTIES

Corporation represents and warrants to the Lender, knowing that the Lender will rely on such representations and warranties as incentives to make the Term Loan, that:

SECTION 4.1 Corporation's Existence. Corporation is duly organized and existing and has full power and authority to consummate the transactions contemplated by this Loan Agreement.

SECTION 4.2 Violations or Actions Pending. To the best of the Corporation's knowledge, there are no actions, suits, or proceedings pending or threatened, which might adversely affect the financial condition of the Corporation, or which might impair the value of any collateral taken or to be taken by the Lender in connection with this Loan Agreement. Neither the Corporation nor the County is in violation of any agreement the violation of which might reasonably be expected to have a materially adverse effect on the Corporation's or the County's business or assets, nor is the Corporation or the County in violation of any order, judgment, or decree of any court, or any statute or governmental regulation to which the Corporation or the County is subject. The performance of this Loan Agreement and the Collateral Documents by the Corporation or the County will not result in any breach of any mortgage, lease, credit or loan agreement, or any other instrument which may bind or affect the Corporation or the County.

SECTION 4.3 Compliance with Laws and Regulations. The Corporation and the County have complied with all laws and regulations including without limitation compliance with all regulatory matters, any and all governmental or governmental agency, approvals as required, necessary permits and licenses to do business. All necessary action has been taken to permit construction of the Improvements according to the Plans and Specifications and full use of the Improvements for their intended purpose under applicable laws, ordinances, and regulations, including, without limitation, zoning and environmental laws. The Corporation and the County have obtained or caused to be issued, or will seek and obtain promptly, all approvals, consents, resolutions or other authorizations required and appropriate for issuance of the Note, including, without limitation, any such authorization by the Corporation or by the County. When completed according to any Plans and Specifications, the Improvements will comply with all applicable laws and regulations.

SECTION 4.4 Roads and Utilities. All utility services necessary for the construction and use of the Improvements are available to the Property or will be available upon completion of construction. All roads necessary for the full use of the Improvements for their intended purposes have been completed, or the necessary rights-of-way therefor have been acquired or dedicated, and all necessary steps to date have been taken to insure the completion thereof.

SECTION 4.5 Priority of Mortgage. The Lease and all other Collateral Documents, when duly executed, delivered, and recorded, will constitute first liens against the collateral subject thereto, prior to all other liens and encumbrances, including those which may hereafter accrue, except for Permitted Encumbrances and such matters as shall have been disclosed or excepted by the opinion of an attorney, if applicable.

SECTION 4.6 Condemnation. There are no proceedings pending, or, to the best of Corporation's knowledge, threatened, to acquire by power of condemnation or eminent domain, any interest in the Project, or to enjoin or similarly prevent the construction or use of the Improvements.

SECTION 4.7 Accuracy of Documents. All documents furnished to the Lender by or on behalf of the Corporation, as part of or in support of the Term Loan application or pursuant to the Term Sheet or this Loan Agreement, are true, correct, complete and accurately represent the matters to which they pertain.

SECTION 4.8 Continuing Effectiveness. All representations and warranties contained herein shall be deemed continuing and in effect at all times while the Corporation remains indebted to the Lender or while the Lender is holder of the Note, unless the Corporation specifically notifies the Lender of any change therein.

SECTION 4.9 Laws and Regulations. The Corporation shall not use any proceeds of the Term Loan in a manner or for any purpose which would violate any applicable laws or regulations of the State.

ARTICLE V.

AFFIRMATIVE COVENANTS OF CORPORATION

The Corporation covenants and agrees, from the date of this Loan Agreement, and for as long as the Corporation remains indebted to the Lender or so long as the Lender is holder of the Note, to:

SECTION 5.1 Construct Improvements. Commence or cause to be commenced the acquisition, construction, renovation, delivery and installation of the Improvements within thirty (30) days of the date hereof, if such acquisition construction, renovation, delivery and installation has not already begun; to cause the Improvements to be acquired, constructed, renovated, delivered and installed on the Property and in accordance with any Plans and Specifications, and in compliance with all applicable regulations including zoning and setback requirements, and so as not to encroach upon or overhang any easement or right-of-way; to cause such construction to proceed continuously; and to complete (or cause to be completed) construction and installation of the Improvements by the Scheduled Completion Date, as each term is defined in the Lease, time being of the essence.

SECTION 5.2 Use of Proceeds. Use the proceeds of the Term Loan solely and exclusively for the purposes and within the dollar limitations for specific items, and to pay such fees, closing costs, and other non-construction expenses relating to the Term Loan, the acquisition, renovation, construction and installation of the Improvements, or the discharge of the Corporation's obligations under this Agreement as the Lender has approved or may from time to time approve. All payments for disbursement of proceeds shall be approved by the County and the Lender.

SECTION 5.3 Liens and Encumbrances. Keep the Property and Improvements free from all liens and encumbrances except those contemplated by this Loan Agreement or as shown in an exhibit hereto and those incurred in the ordinary course of business, to the extent payments thereof is paid currently in the ordinary course of business, and those imperfections of title which in the Lender's opinion do not substantially impair the value or use of the Project; to pay promptly all persons or entities supplying work or materials for the Improvements; and to immediately discharge by bond or otherwise, or make other arrangements acceptable to the Lender with respect to, any mechanic's or other lien filed against the Property or the Corporation.

SECTION 5.4 Fees. Pay (or cause to be paid) all commitment, loan and inspection fees of the Lender, and all expenses involved in perfecting the lien status or priority provided by the Collateral Documents, and all other reasonable out-of-pocket expenses actually incurred by the Lender directly related to the Term Loan, the protection and preservation of the Property and Improvements or the enforcement of any provision of this Loan Agreement or of any of the Collateral Documents, including, without limitation, appraisal fees, recording fees and taxes, tax, title and lien search charges, title insurance charges, architects, engineers and attorneys' fees (including fees for appellate proceedings), and to indemnify against, and hold the Lender harmless from, all claims, losses, expenses, and liabilities, including reasonable attorneys' fees, incurred by the Lender on account of any claim by any party arising out of the Lender's interest in or lien upon the Property or Improvements.

SECTION 5.5 Access. Permit the Lender and its agents to have access to the Project at reasonable times.

SECTION 5.6 Compliance with Laws and Regulations. Comply at all times with all applicable Federal, State and local laws, regulations, and ordinances.

SECTION 5.7 Indebtedness. Duly and promptly pay (or cause to be paid) all of the Corporation's indebtedness to the Lender according to the terms of this Loan Agreement, the Note and other instruments or documents evidencing and securing the Term Loan.

SECTION 5.8 Maintain Existence. Maintain its existence in good standing, and to make no changes in its organizations or ownership as presently constituted without the Lender's prior written approval.

SECTION 5.9 List of Contractors, Subcontractors, and Materialmen. Notify the Lender promptly of the names and addresses of all contractors, subcontractors and materialmen who are employed in connection with the construction of the Improvements, and whose names and addresses have not heretofore been supplied to Lender.

SECTION 5.10 Comply with Lender Loan Term Sheet. Comply in all respects with, and to perform all acts necessary to keep the Term Sheet in effect in connection with the issuance of the Note and otherwise.

SECTION 5.11 Comply with Other Loan Documents. Perform all its obligations under the Note, the Lease, other Collateral Documents and all other documents and instruments evidencing or securing the Term Loan.

SECTION 5.12 Completion of Project. Upon completion of the Project, furnish to the Lender or cause the County to furnish to the Lender, each of the following:

- (a) Certificate of Completion; and
- (b) Final lien releases.

SECTION 5.13 Title Policy and Certificate. Following the Closing, the Lender shall receive a Lender's Title Policy acceptable to the Lender with all requested endorsements. Upon completion of the Improvements, furnish to the Lender, if requested, a final Title Certificate indicating that the Improvements have been completed free of all liens or encumbrances except in favor of the Lender.

ARTICLE VI.

EVENTS OF DEFAULT

The occurrence of any of the events or the existence of any of the conditions described in this Article shall constitute an event of default under this Agreement ("**Event of Default**").

SECTION 6.1 Nonpayment of Indebtedness. Failure of the Corporation to make, or cause the County to make, any payment of interest or principal or any other sum, within fifteen (15) days of when due, whether by acceleration or otherwise, under the terms of the Note, the Collateral Documents, this Loan Agreement, or any other document or instrument evidencing or securing the Term Loan.

SECTION 6.2 Assignment or Conveyance. Assignment or attempted assignment by the Corporation of this Loan Agreement, any rights hereunder, or any advance to be made hereunder, or the conveyance, lease, or any other alienation or encumbrance of the Property or Improvements or any interest therein or in the proceeds thereof without the prior written consent of the Lender.

SECTION 6.3 Involuntary Insolvency Proceedings. The filing against the Corporation of a request or a petition for liquidation, reorganization, adjustment of debts, arrangement, adjudication as a bankrupt or similar relief under the bankruptcy, insolvency or similar laws of the United States or any state or territory thereof or any foreign jurisdiction; or the institutions against the Corporation of any formal or informal proceeding for the reorganization, dissolution or liquidation of, settlement of claims against or winding up of affairs of the Corporation; and the failure by the Corporation within sixty (60) days to terminate, discharge or otherwise remove such proceeding.

SECTION 6.4 Receiver. The appointment of or authorization for a custodian, committee or trustee of the Corporation, or for a trustee, committee, custodian or receiver of all or any part of the property of the Corporation; provided, such custodian, trustee, committee or receiver shall not

have been removed or otherwise discharged within the ninety (90) days of the date of his qualification which period may be extended at the Lender's option if the Corporation is diligently pursuing resolution of such matter.

SECTION 6.5 Insolvency. The failure of the Corporation to generally pay the Corporation's debts as such debts become due.

SECTION 6.6 Transfer. The transfer of title to the Property or the Project or the transfer of the Corporation's interest in or rights under this Agreement by operation of law or otherwise (including, without limitation, a transfer to the Corporation as debtor in possession under the Bankruptcy Code, or the appointment of a trustee for the Corporation under the Bankruptcy Code), to any third party, whether or not the obligations of the Corporation under this Agreement are assumed by such third party.

SECTION 6.7 Foreclosures or Liens. The institution of a foreclosure action against the Property, the Improvements or any part thereof, or the filing of a lien against the Property, the Improvements or any part thereof, which is not removed of record, bonded off, or dismissed within twenty (20) days after the Corporation is notified by the Lender, or otherwise, of such filing which period may be extended at the Lender's option if the Corporation is diligently pursuing resolution of such matter.

SECTION 6.8 Casualty Loss. Substantial damage to, or partial or total destruction of, the Improvements by fire or other casualty such that, in the determination of the Lender, the Improvements will not be restored, rebuilt and completed within a commercially reasonable period of time.

SECTION 6.9 Misrepresentation. If any certificate, statement, representation, warranty or audit, heretofore or hereafter furnished by or on behalf of the Corporation pursuant to or in connection with this Loan Agreement, or otherwise (including, without limitation, representations and warranties contained herein) or as an inducement to the Lender to extend any credit to or to enter into this Loan Agreement or any other agreement with the Corporation, proves to have been false in any material respect at the time as of which the facts therein set forth were stated or certified, or to have omitted any substantial contingent or unliquidated liability or claim against the Corporation, or if on the date of execution of this Loan Agreement, there shall have been a material adverse change in any of the facts previously disclosed by any such certificate, statement, representation, warranty or audit, which change shall not have been disclosed to the Lender at or prior to the time of such execution.

SECTION 6.10 [RESERVED].

SECTION 6.11 Violation of Covenants. Violation of any covenants contained in Section 5.8 of this Agreement.

SECTION 6.12 Failure to Perform Obligations. Failure by the Corporation or the County to perform any other terms, conditions or covenants herein, which failure shall have continued for ten (10) days (thirty (30) days for affirmative covenants) after notice by the Lender

to the Corporation and the County specifying such failure and requiring such failure to be remedied; or if the failure cannot be fully remedied within such ten (10) day (or 30 day) period, substantial progress has not been made within such ten (10) day (or 30 day) period toward such remedy.

SECTION 6.13 Default Under Collateral Documents. Default by the Corporation or the County in the performance of any other obligation, term or condition of this Loan Agreement, the Note, any Collateral Document or of any other agreement between the Corporation and the Lender.

SECTION 6.14 [RESERVED].

SECTION 6.15 Quality of Work. The Improvements not being erected or installed in a good and workmanlike manner in accordance with the Plans and Specifications unless such deviation be approved by all governmental authorities having jurisdiction, by the Lender and by the supervising architect, if any; or the Corporation or the County failing to comply promptly with any requirement, note, or notice of violation of law issued by or filed in any department of any governmental authority having jurisdiction over the Corporation or the Property or the Improvements or any matter in or about the Property or the Improvements.

ARTICLE VII.

REMEDIES UPON DEFAULT

Upon the occurrence or existence of any Event of Default, the Lender shall have the absolute right to and at its option and election and in its sole discretion to exercise alternatively or cumulatively any or all of the remedies set forth in this Article. Without limiting the generality of the foregoing, the Lender may:

SECTION 7.1 Specific Performance. Institute appropriate proceedings to specifically enforce performance of the terms and conditions of this Loan Agreement, the Note and the Collateral Documents.

SECTION 7.2 Other. Exercise any other right, privilege or remedy available to the Lender except acceleration of payment, as may be provided by applicable law.

Upon any Event of Default which is not remedied as herein provided, the Lender shall have the absolute right to make such use of the property so assigned as the Lender shall desire, and, as to any such property which is also the subject of a security agreement or financing statement in favor of the Lender, that the Lender will not be limited to remedies available under the Uniform Commercial Code, but may at its option avail itself of the rights granted herein in addition to or in substitution for its Uniform Commercial Code remedies.

ARTICLE VIII.

MISCELLANEOUS

SECTION 8.1 Note and Lease. If the Lease and the Note are duly assigned, this Loan Agreement shall be considered assigned in like manner. The Lender shall notify the Corporation promptly of any such assignment. In the event of a conflict between this Loan Agreement and any provision of the Lease, the Note, or other instruments or documents evidencing or securing the Term Loan, the provisions of this Loan Agreement shall control. A breach or default by the Corporation of any term or condition of this Loan Agreement shall constitute a default under the Collateral Documents and the Note, and any default or Event of Default under any of the Collateral Documents or the Note shall be an Event of Default hereunder.

SECTION 8.2 Exclusiveness. This Loan Agreement, the Lease, the Note, the Collateral Documents and any other documents and instruments made pursuant hereto are made for the sole protection of the Corporation and the Lender, and the Lender's successors and assigns, and no other person shall have any right of action or beneficial interest hereunder or thereunder.

SECTION 8.3 Notice. All notices provided for herein shall be in writing and shall be given personally or by mail or by overnight private delivery service, addressed to the appropriate party at the following addresses or such other address as the party who is to receive such notice may designate in writing:

Central Mississippi Public Improvement Corporation
c/o Central Mississippi Planning and Development District
1020 Centre Pointe Boulevard
Pearl, MS 39208
Attention: President

_____, _____
Attention: _____

Madison County, Mississippi
Chancery Clerk & Administrative Building
125 West North Street
Canton, Mississippi 39406
Attn: Chancery Clerk

Notice by mail shall be addressed to the party with the proper amount of postage affixed thereto. Such notice shall be effective four business days after such mailing, and actual receipt of notice shall not be required to effect notice hereunder.

SECTION 8.4 Governing Law. This Loan Agreement, the Note, the Collateral Documents and all other documents evidencing or securing the Term Loan, and the rights and obligations of the parties thereto, shall be construed and interpreted in accordance with the laws of the State.

SECTION 8.5 Reserved.

SECTION 8.6 Modification and Waiver. No provision of this Loan Agreement may be amended, waived or modified except by an instrument in writing signed by the Lender, the Corporation, and the County.

SECTION 8.7 Materiality. All representations and warranties made herein and in documents delivered in support of the Term Loan shall be deemed to have been material and relied on by the Lender and shall survive the execution and delivery of this Loan Agreement, the Collateral Documents, the Note and the disbursements and advances of funds made pursuant to this Loan Agreement.

SECTION 8.8 Headings. All descriptive headings of articles and sections in this Loan Agreement are inserted for convenience only, and shall not affect the construction or interpretation hereof.

SECTION 8.9 Severability. Inapplicability or unenforceability of any provisions of this Loan Agreement shall not limit or impair the operation or validity of any other provision of this Loan Agreement.

SECTION 8.10 Counterparts. This Loan Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall be an original, but such counterparts shall together constitute one and the same document.

SECTION 8.11 Assignability. Neither this Loan Agreement, nor any right or obligation hereunder, is assignable by the Corporation or the County. Neither the Corporation nor the County will convey or encumber the Property or Improvements or any collateral subject to any of the Collateral Documents by lease or other liens without the prior written consent of the Lender. The rights of the Lender under this Loan Agreement are assignable in part or wholly and any assignee of the Lender shall succeed to and be possessed of the rights of the Lender hereunder to the extent of the assignment made. The Lender shall notify the Corporation of any such assignment.

SECTION 8.12 No Agency Relationship. The Lender is not the agent or representative of the Corporation, and this Loan Agreement shall not make the Lender liable to materialmen, contractors, suppliers, craftsmen, laborers or others for goods delivered to or services performed by them upon the Property, or for debts or claims accruing to such parties against Corporation and there is no contractual relationship, either expressed or implied, between the Lender and any materialman, contractors, suppliers, craftsmen, laborer, or any other person supplying any work, labor or materials for the improvement of the Property.

SECTION 8.13 Waiver. No course of dealing and no delay or omission by the Lender in exercising any right or remedy hereunder or with respect to any indebtedness of the Corporation to the Lender shall operate as a waiver thereof or of any other right or remedy, and no single or partial exercise thereof shall preclude any other or further exercise thereof or the exercise of any right or remedy. The Lender may, upon notice to the Corporation, remedy any default by the Corporation to the Lender or any other person, firm or corporation in any reasonable manner without waiving the default remedied and without waiving any other prior or subsequent default

by the Corporation and shall be reimbursed for any and all of its expenses in so remedying such default. All rights and remedies of the Lender hereunder are cumulative.

SECTION 8.14 Collateral Assignment. The Corporation hereby assigns to the Lender as additional collateral for the payment of the Corporation's indebtedness to the Lender or for payment of the Note as appropriate, and performance of the Corporation's obligations hereunder, under the Note, and under the Collateral Documents all the Corporation's right, title, and interest in:

- (i) The Lease;
- (ii) Any Plans and Specifications and working drawings for the Project;
- (iii) The Corporation's books and records relating to the Property or construction of the Improvements; and
- (iv) All contracts, agreements or other documents now or hereafter made by the Corporation relating to the Property or the construction, equipping, marketing, management, sale or lease of all or any part of the Improvements or Property.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized officers and their corporate seals to be hereunto affixed, all as of the date first set forth above.

CENTRAL MISSISSIPPI PUBLIC IMPROVEMENT CORPORATION

BY: _____
President

ATTEST:

BY: _____
Secretary

Signature page to the Loan Agreement, dated August ____, 2023, by and between the Central Mississippi Public Improvement Corporation and _____, as Lender, and as approved by Madison County, Mississippi.

_____, _____

BY: _____

Signature page to the Loan Agreement, dated August ____, 2023, by and between the Central Mississippi Public Improvement Corporation and _____, as Lender, and as approved by Madison County, Mississippi.

APPROVED BY:

MADISON COUNTY, MISSISSIPPI

BY: _____
President, Board of Supervisors

ATTEST:

BY: _____
Chancery Clerk

Signature page to the Loan Agreement, dated August ____, 2023, by and between the Central Mississippi Public Improvement Corporation and _____, as Lender, and as approved by Madison County, Mississippi.

STATE OF MISSISSIPPI

COUNTY OF RANKIN

Personally appeared before me, the undersigned authority in and for the aforesaid jurisdiction, the within named **Michael Monk** and **Cathy Duke**, who acknowledged to me that they are the President and Secretary, respectively, of the **CENTRAL MISSISSIPPI PUBLIC IMPROVEMENT CORPORATION** and that they signed and delivered the foregoing instrument of writing on the day and year therein mentioned for and on behalf of said Corporation and as its official act and deed, being duly authorized so to do.

GIVEN UNDER MY HAND and official seal, this the ____ day of ____ 2023.

Notary Public

My Commission Expires:

STATE OF MISSISSIPPI

COUNTY OF _____

Personally appeared before me, the undersigned authority in and for the aforesaid jurisdiction the within named _____ who acknowledged to me that he is an authorized officer of _____, whose home office is located in _____, _____, a state banking corporation, and that he signed and delivered the foregoing instrument of writing on the day and year therein mentioned for and on behalf of said corporation and as its official act and deed, being duly authorized so to do.

GIVEN UNDER MY HAND and official seal, this the ____ day of _____ 2023.

Notary Public

My Commission Expires:

EXHIBIT A

BASE RENTAL PAYMENT

EXHIBIT B
REAL PROPERTY DESCRIPTION

REAL PROPERTY DESCRIPTION

COUNTY COURTHOUSE BUILDING

LEGAL DESCRIPTION

INSERT DESCRIPTION

EXHIBIT C

FORM OF NOTE

**PROMISSORY NOTE
(MADISON COUNTY, MISSISSIPPI
LEASE PURCHASE – COUNTY COURTHOUSE PROJECT)**

**Evidencing the Total Interest of the
Owner Hereof in a Lease, Including the Right to Receive
Base Rental Payments to be Made by**

MADISON COUNTY, MISSISSIPPI

Note No. R-1

\$_____,000

INTEREST RATE

**ORIGINAL
MATURITY DATE**

NOTE R-1 DATE

%

August 1, 20__

August ____, 2023

OWNER: _____

PRINCIPAL AMOUNT: And 00/100 Dollars

Central Mississippi Public Improvement Corporation, a not for profit corporation organized and existing under the laws of the State of Mississippi (the “**Corporation**”), for value received, hereby promises to pay, in immediately available funds, to the order of _____ (the “**Lender**”) or its assigns, the aggregate principal sum equal to the outstanding principal amount of this Note of \$_____,000 together with interest on the unpaid principal balance thereof from the date hereof until fully and finally paid, premium, if any, together with all taxes levied or assessed on this Note or the debt evidenced hereby against the holder hereof and all other amounts payable by the Corporation under the Loan Agreement (as hereinafter defined). This Note shall bear interest at the interest rate stated above, calculated using a three hundred sixty (360) day year based on twelve (12) thirty (30) day months.

The Lender, as the owner of this Promissory Note (Madison County, Mississippi Lease Purchase – County Courthouse Project), is the owner of a proportionate interest in, including the right to receive Base Rental payable under, a Lease and Option to Purchase dated as of August ____, 2023 (the “**Lease**”), by and between Madison County, Mississippi (the “**County**”), a political subdivision of the State of Mississippi, as lessee, and the Corporation, as lessor. All payments under the Loan Agreement dated August ____, 2023 (the “**Loan Agreement**”), by and between the Corporation and the Lender, with the approval of the County, and the Note represent the Lender’s right to receive a proportionate share of the Base Rental and Additional Rental Payments under the Lease. The Note and the Term Loan, as defined in the Loan Agreement, shall be payable solely from Base Rental and Additional Rental paid by the County to the Lender as provided by the Lease.

The Lender is entitled to receive, subject to the terms of the Lease and unless sooner paid in full, on the maturity date identified above, the principal amount identified above, representing a proportionate share of the total Base Rental payments designated as principal coming due on or prior to such date, and, subject to the terms of the Lease, to receive annual payments commencing August 1, 2024, the proportionate share of the Base Rental designated as interest coming due on or prior to each of such dates. Such Base Rental designated as interest is the result of the multiplication of the outstanding portion of the Base Rental designated as principal by the interest rate specified above.

The principal amount of the Note is payable in annual installments on each August 1, as set forth in Exhibit A attached hereto, the final principal installment being due and payable on August 1, 20____. The County has agreed to pay this principal amount under the Lease as a portion of the Base Rental payments.

Interest with respect to this Note shall accrue from the date of execution and delivery hereof and shall be payable on each February 1 and August 1, commencing February 1, 2024, to final maturity of the Note, as provided on Exhibit A hereto.

Amounts due hereunder in respect of principal are payable in lawful money of the United States of America upon the surrender hereof at maturity or the earlier prepayment hereof at _____.

The Note is subject to prepayment on any date without a prepayment penalty at the option of the Corporation with the consent of the County. The Corporation and the County will give the Lender written notice of any prepayment at least thirty (30) business days prior to making any prepayment.

The County is authorized to enter into the Lease pursuant to the laws of the State of Mississippi. The County has entered into the Lease for the purpose of leasing certain facilities (the "**Project**") in connection with the performance of the County's governmental functions. The Corporation has assigned all of its right, title and interest (other than its obligation to cause the Project to be acquired, constructed, renovated, delivered and installed and its rights to indemnification and payment for its costs and expenses) in and to the Lease, including the right to receive Base Rental thereunder, to the Lender, pursuant to the Assignment Agreement (the "**Assignment Agreement**"), dated as of August __, 2023, by and between the Corporation and the Lender.

This Note has been executed and delivered by the Corporation pursuant to the terms of the Loan Agreement. Reference is hereby made to the Lease, the Loan Agreement and the Assignment Agreement (copies of all of which are on file at the aforesaid offices of the Lender) for a description of the terms on which the Note is delivered, and the rights thereunder of the owner of the Note and the rights, duties and immunities of the Lender and the rights and obligations of the County under the Lease, to all of the provisions of which the owner of this Note, by acceptance hereof, assents and agrees.

The obligation of the County to make Base Rental and Additional Rental payments under the Lease constitutes a binding obligation of the County in accordance with the terms of said Lease. The County is required under the Lease to pay Base Rental from any source of lawfully available

funds. The County has covenanted in the Lease to make the necessary annual appropriations for such purpose. Base Rental is required to be deposited with the Lender on each payment date for application to the Lease Purchase Note Fund established pursuant to the Lease. The County has also pledged all amounts on deposit from time to time in the funds and accounts established pursuant to the Loan Agreement for the purposes therein specified, including the payment of all Base Rental.

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

To the extent and in manner permitted by the terms of the Loan Agreement, the provisions of the Loan Agreement may be amended by the parties thereto.

This Note shall not be entitled to any benefit under the Loan Agreement or become valid for any purpose until it has been duly executed and delivered to the Lender.

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

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, this Note has been executed and delivered by the Corporation, acting pursuant to the Loan Agreement.

DATE OF EXECUTION: August ____, 2023

CENTRAL MISSISSIPPI PUBLIC IMPROVEMENT CORPORATION

BY: _____
President

ATTEST:

BY: _____
Secretary

APPROVED BY:

MADISON COUNTY, MISSISSIPPI

BY: _____
President, Board of Supervisors

ATTEST:

BY: _____
Chancery Clerk

NOTE EXHIBIT "A"

\$_____,000

PROMISSORY NOTE

**(Madison County, Mississippi Lease Purchase –
County Courthouse Project)**

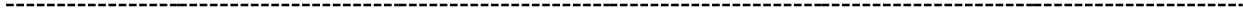


EXHIBIT D
FORM OF REQUISITION

DISBURSEMENT REQUEST NO. _____

_____,
as Lender

Re: \$_____,000 Promissory Note (Madison County, Mississippi Lease Purchase – County Courthouse Project), Series 2023

Attention:

In accordance with the terms of the Loan Agreement dated as of August ___, 2023, by and between you and the Central Mississippi Public Improvement Corporation (the "**Corporation**"), and as approved by Madison County, Mississippi (the "**County**") (the "**Loan Agreement**"), you are hereby authorized and requested to make immediate disbursement of funds held by you for costs of the Project (as defined in the Loan Agreement).

The undersigned hereby certifies that:

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

(ii) There has not been filed with or served upon the Corporation or the County or, if different, the undersigned, any notice of any lien or attachment upon or claim (except for any preliminary notice of lien as may be filed in accordance with law) affecting the right of the person, corporation or other entity stated below to receive payment of the amount stated below, which lien has not been released or will not be released simultaneously with the payment requested hereunder;

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

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

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

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

You are hereby requested to pay from the 2023 Acquisition and Construction Fund established by the Loan Agreement, to the person, corporation or other entity designed below as Payee, the sum set forth below such designation, in payment of all (_____) or a portion (_____) (designated by the insertion of an "x" in the parentheses following the correct word or phrase) of the Project cost described below.

Payee: _____

Address: _____

Amount: _____

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

Dated: _____, _____.

MADISON COUNTY, MISSISSIPPI

By: _____
President, Board of Supervisors

_____, as Lender

By: _____
Authorized Officer

<p>Instrument Prepared By and Return To:</p> <p>Butler Snow LLP</p> <p>Attn: Elizabeth Clark</p> <p>MS Bar No.: 101887</p> <p>Suite 1400</p> <p>1020 Highland Colony Parkway</p> <p>Ridgeland, Mississippi 39157</p> <p>(601) 985-4406</p>	<p>Assignor's Name, Address and Phone Number:</p> <p>CENTRAL MISSISSIPPI PUBLIC IMPROVEMENT CORPORATION</p> <p>Attn: President</p> <p>1020 Centre Pointe Boulevard</p> <p>Pearl, Mississippi 39208</p> <p>(601) 981-1511</p>	<p>Lender's Name, Address and Phone Number:</p> <p>_____</p> <p>Attn: _____, Trust Officer</p> <p>_____, _____</p> <p>_____, _____</p> <p>(____) ____-____</p>
<p>Indexing Instructions to the Chancery Clerk of Madison County, MS:</p>		

ASSIGNMENT AGREEMENT

Dated as of August ____, 2023

by and between

CENTRAL MISSISSIPPI PUBLIC IMPROVEMENT CORPORATION

and

_____, _____

as Lender

Prepared by:

Butler Snow LLP

1020 Highland Colony Parkway, Suite 1400

Ridgeland, Mississippi 39157

ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT (the "**Assignment Agreement**") is dated as of August ____, 2023, by and between the **CENTRAL MISSISSIPPI PUBLIC IMPROVEMENT CORPORATION** (the "**Corporation**"), a Mississippi non-profit corporation, and _____, _____ (the "**Lender**"), as Lender, and authorized to accept assignments of the nature herein set forth to secure payment of the Note (as defined herein).

WITNESSETH

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

WHEREAS, the County and the Corporation have entered into a Lease and Option to Purchase (the "**Lease**"), dated as of the date hereof, pursuant to which the Corporation, as lessor under the Lease, agrees, among other things, to lease the Property and certain facilities to be located thereon as described in the Lease (the "**Project**") to the County as lessee in consideration for which the County has agreed to pay base rental (the "**Base Rental**") and additional rental, all as more particularly described in the Lease; and

WHEREAS, the Corporation and the Lender have entered into a Loan Agreement, dated as of the date hereof (the "**Loan Agreement**"), as approved by the County, pursuant to which the Corporation has agreed to execute and deliver the \$_____,000 Promissory Note (Madison County, Mississippi Lease Project – County Courthouse Project), dated August ____, 2023 (the "**Note**"); and

WHEREAS, the Corporation desires to assign and transfer certain of its rights, title and interests in and to the Ground Lease and the Lease to the Lender on the terms and conditions set forth herein below.

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

SECTION 1. Definitions.

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

SECTION 2. Assignment.

The Corporation does hereby assign and transfer to the Lender all of the Corporation's rights, title and interests in and to the Ground Lease and the Lease (excepting only the Corporation's obligation to cause the Project to be acquired, renovated and constructed in accordance with the Lease and its rights to indemnification and payment or reimbursement of its costs and expenses incurred in connection with the acquisition, renovation and construction of the Project), including the Corporation's right to receive Base Rental and Additional Rental, as well as its rights to enforce payment of such Base Rental when due or otherwise to protect its interest in the event of a default or termination by the County under the Lease, in accordance with the terms thereof. The Base Rental and other rights of the Corporation assigned hereunder shall be applied and the rights so assigned shall be exercised by the Lender as provided in the Loan Agreement.

SECTION 3. Acceptance of Assignment.

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

SECTION 4. No Additional Rights or Duties.

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

SECTION 5. Further Assurances.

The Corporation will make, execute and deliver any and all such further resolutions, instruments, assurances to continue the existence in good standing of the Corporation under the laws of

the State of Mississippi and other assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of this Assignment Agreement, and for the better assuring and confirming to the Lender the rights and benefits intended to be conveyed pursuant hereto.

SECTION 6. Execution in Counterparts.

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

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

**CENTRAL MISSISSIPPI PUBLIC IMPROVEMENT
CORPORATION**

By: _____
President

as Lender

By: _____
Authorized Officer

STATE OF MISSISSIPPI

COUNTY OF RANKIN

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

GIVEN UNDER MY HAND and official seal, this the ____ day of August 2023.

Notary Public

My Commission Expires:

STATE OF MISSISSIPPI

COUNTY OF _____

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

GIVEN UNDER MY HAND and official seal, this the ____ day of August 2023.

Notary Public

My Commission Expires:

EXHIBIT A

REAL PROPERTY DESCRIPTION

REAL PROPERTY DESCRIPTION

1

80384578.v1

CONSENT TO ASSIGNMENT AGREEMENT

DATED AS OF AUGUST _____, 2023

by

MADISON COUNTY, MISSISSIPPI

Prepared by:

Butler Snow LLP

1020 Highland Colony Parkway, Suite 1400

Ridgeland, Mississippi 39157

CONSENT TO ASSIGNMENT AGREEMENT

WHEREAS, pursuant to that certain Ground Lease, dated as of August ____, 2023 (the "**Ground Lease**"), by and between Madison County, Mississippi (the "**County**") and the Central Mississippi Public Improvement Corporation, Pearl, Mississippi (the "**Corporation**"), the County has leased to the Corporation certain real property described in the Ground Lease and all buildings and improvements thereon (the "**Project**"); and

WHEREAS, pursuant to that certain Lease and Option to Purchase (the "**Lease**"), dated August ____, 2023, by and between the County and the Corporation, the Corporation has leased the Project to the County; and

WHEREAS, pursuant to that certain Assignment Agreement (the "**Assignment Agreement**"), dated August ____, 2023, by and between the Corporation and _____, _____, _____ (the "**Lender**"), the Corporation has assigned to the Lender for the benefit of the Lender as the holder of the Note (as defined in the Lease), all of its rights, title and interest under the Ground Lease and the Lease (excepting only the Corporation's obligation to cause the Project to be acquired and constructed in accordance with the Lease and its rights to indemnification and payment or reimbursement of its costs and expenses incurred in connection with the acquisition and construction of the Project), including the Corporation's right to receive Base Rental and Additional Rental (as such terms are defined in the Lease), as well as its rights to enforce payment of such Base Rental and Additional Rental when due or otherwise to protect its interest in the event of a default or termination by the County under the Lease, in accordance with the terms thereof; and

NOW, THEREFORE, in consideration of the foregoing, the County hereby acknowledges and agrees as follow:

1. The County hereby acknowledges and consents to the assignment by the Corporation of all of its rights, title and interest under the Ground Lease and the Lease, to the Lender pursuant to the Assignment Agreement.
2. The County agrees that the Lender shall exercise the rights of the Corporation under the Ground Lease and the Lease and that upon the execution of the Assignment Agreement the Corporation shall be relieved of all of its obligations and duties under the Ground Lease and the Lease other than its obligation to cause the Project to be acquired in accordance with the Lease.

[Remainder of Page Intentionally Left Blank; Signature Page to Follow]

IN WITNESS WHEREOF, the County has caused this Consent to Assignment Agreement to be executed and attested by its duly authorized officers and the seal of the County to be affixed hereto, as of the day and year first above written.

MADISON COUNTY, MISSISSIPPI

PRESIDENT, BOARD OF SUPERVISORS

ATTEST:

CHANCERY CLERK

(SEAL)

[Signature Page to Consent to Assignment Agreement]

AGENCY AGREEMENT

Dated as of August____, 2023

by and between

CENTRAL MISSISSIPPI PUBLIC IMPROVEMENT CORPORATION

and

MADISON COUNTY, MISSISSIPPI

**Prepared by:
Butler Snow LLP
1020 Highland Colony Parkway, Suite 1400
Ridgeland, Mississippi 39157**

THIS AGENCY AGREEMENT is entered into as of August __, 2023, by and between the **CENTRAL MISSISSIPPI PUBLIC IMPROVEMENT CORPORATION, PEARL, MISSISSIPPI** (the "**Corporation**"), a Mississippi non-profit corporation, and **MADISON COUNTY, MISSISSIPPI** (the "**County**"), a political subdivision of the State of Mississippi (the "**State**")

WITNESSETH:

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

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

WHEREAS, the Corporation has transferred all of its right, title and interest in the Ground Lease and the Lease to _____, _____, _____, as the Lender (the "**Lender**"), excepting only its obligation to construct the Project and its right to indemnification.

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

SECTION 1. Definitions.

The terms capitalized in this Agency Agreement shall have the meanings given to them in the Lease and in the Loan Agreement, dated as of _____, 2023, by and between the County and the Lender (the "**Loan Agreement**").

SECTION 2. Appointment.

The Corporation hereby irrevocably appoints the County as its agent in connection with the acquisition, construction, delivery and installation of Project and related facilities and authorizes the County to execute any requisitions, for and on behalf of the Corporation, for the costs of the Project. The County, as the agent of the Corporation for the foregoing purpose, shall cause the acquisition, construction, delivery and installation of Project to be completed in accordance with the Lease and any applicable requirements of governmental authorities and law and to execute any requisitions, for and on behalf of the Corporation, for the costs of the Project.

SECTION 3. Acceptance.

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

SECTION 4. Change Orders.

The County may approve changes in the plans and specifications of Project, so long as any such change does not, and all such changes as a whole do not, (i) reduce the value of the Project or substantially alter the nature of Project, (ii) unless the County contributes or makes available an amount equal to such excess to the 2023 Acquisition and Construction Fund, or similar restricted fund, increase the total cost of the construction and acquisition of Project to an amount in excess of \$_____, or (iii) otherwise materially alter the terms and conditions set forth in the Lease. The County shall promptly process and act upon any request for change orders. All changes in plans and specifications shall be approved in writing by the County and shall be deemed part of the plans.

SECTION 5. Payment of Acquisition Costs.

Payment for the costs of constructing and installing the Project and related facilities shall be made from the funds deposited in the 2023 Acquisition and Construction Fund which shall be disbursed for this purpose in accordance and upon compliance with the Loan Agreement or from other available funds contributed by the County.

SECTION 6. Reserved.

SECTION 7. Unexpended Funds.

The County and the Corporation agree that the unexpended funds remaining in the 2023 Acquisition and Construction Fund shall, upon payment in full of all costs of constructing and installing the Project, be applied solely in accordance with the provisions of the Loan Agreement.

SECTION 8. Compliance with Laws.

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

SECTION 9. Cooperation with the County.

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

SECTION 10. Indemnification and Hold Harmless Agreement.

To the extent allowed by law, the County hereby agrees to indemnify and hold harmless the Corporation and its officers and directors against any and all liabilities which might arise out of or are related to the Property, Project, or the Note, and to the extent allowed by law, the

County further agrees to defend any indemnified party in any action arising out of or related to the Property, Project and the Note.

SECTION 11. Effective Date.

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

SECTION 12. Execution in Counterparts.

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

[Remainder of Page Intentionally Left Blank; Signature Pages to Follow]

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

**CENTRAL MISSISSIPPI PUBLIC
IMPROVEMENT CORPORATION**

By: _____
President

ATTEST:

Secretary

[Signature page to Agency Agreement, dated as of _____, 2023, by and between Central Mississippi Public Improvement Corporation and Madison County, Mississippi]

**STATE OF MISSISSIPPI
COUNTY OF RANKIN**

Personally appeared before me, the undersigned authority in and for the aforesaid jurisdiction, the within named **Michael Monk** and **Cathy Duke**, who acknowledged to me that they are the President and Secretary, respectively, of the **CENTRAL MISSISSIPPI PUBLIC IMPROVEMENT CORPORATION** and that they executed and delivered the foregoing instrument of writing on the day and year therein mentioned for and on behalf of said Corporation and as its official act and deed, being duly authorized so to do.

GIVEN UNDER MY HAND and official seal, this the ____ day of _____, 2023.

Notary Public

My Commission Expires:

[Signature page to Agency Agreement, dated as of _____, 2023, by and between Central Mississippi Public Improvement Corporation and Madison County, Mississippi]

MADISON COUNTY, MISSISSIPPI

By: _____
President of the Board of Supervisors

ATTEST:

By: _____
Chancery Clerk

(SEAL)

[Signature page to Agency Agreement, dated as of _____, 2023, by and between Central
Mississippi Public Improvement Corporation and Madison County, Mississippi]

**STATE OF MISSISSIPPI
COUNTY OF MADISON**

Personally appeared before me, the undersigned authority in and for the aforesaid jurisdiction, the within named **Gerald Steen** and **Ronny Lott**, who acknowledged to me that they are the President of the Board of Supervisors and Chancery Clerk, respectively, of **MADISON COUNTY, MISSISSIPPI**, and that they executed and delivered the foregoing instrument of writing on the day and year therein mentioned for and on behalf of said County and as its official act and deed, being duly authorized so to do.

GIVEN UNDER MY HAND and official seal, this the ____ day of _____, 2023.

Notary Public

My Commission Expires:

[Signature page to Agency Agreement, dated as of _____, 2023, by and between Central Mississippi Public Improvement Corporation and Madison County, Mississippi]

EXHIBIT A
LEGAL DESCRIPTION

REAL PROPERTY DESCRIPTION

July 3, 2023

Mr. Gerald Steen
President of the Board of Supervisors
Madison County, Mississippi

Re: Not to exceed \$5,300,000 Promissory Note (Madison County, Mississippi Lease Purchase – County Courthouse Project) (the "**Obligations**")

Dear Mr. Steen:

The purpose of this engagement letter is to set forth certain matters concerning the services we will perform as special counsel to Madison County, Mississippi (the "**County**") in connection with the issuance of the above-referenced Obligations. We understand that the Obligations are being issued for the purpose of providing funds to pay for (i) the acquisition, construction, renovation, delivery and installment of a public building and related facilities for use as a County Courthouse facility (the "**Project**") and (ii) to pay costs associated with the issuance of the above-referenced Obligations. It is also our understanding that the Obligations will be sold through a private negotiated sale to a Lender in the form of a promissory note.

SCOPE OF ENGAGEMENT

In connection with this engagement, we expect to perform the following duties:

1. Subject to the completion of proceedings to our satisfaction, render our legal opinion (the "**Tax Opinion**") regarding the validity and binding effect of the Obligations, the source of payment and security for the Obligations, and the excludability of interest on the Obligations from gross income for federal and State income tax purposes; and
2. Prepare and review documents necessary or appropriate for the authorization, issuance and delivery of the Obligations and coordinate the authorization and execution of such documents; and
3. Assist the County in seeking from any other governmental authorities such approvals, permissions, and exemptions as we determine are necessary or appropriate in connection with the authorization, issuance and delivery of the Obligations, except that we will not be responsible for any required Blue Sky filings; and
4. Review legal issues relating to the structure of the Obligations issue; and
5. Pursue validation proceedings under State law; and

*Post Office Box 6010
Ridgeland, MS 39158-6010*

ELIZABETH LAMBERT CLARK
601.985.4406
elizabeth.clark@butlersnow.com

*Suite 1400
1020 Highland Colony Parkway
Ridgeland, MS 39157*

T 601.948.5711 • F 601.985.4500 • www.butlersnow.com

BUTLER SNOW LLP

6. If applicable and pursuant to a public marketed transaction, assist the County in preparing the official statement (the "**Official Statement**") and subject to satisfactory completion of our review, provide to the County written advice that in the course of our participation, no information has come to our attention that leads us to believe that the Official Statement, as of its date (except for financial statements, other statistical data, feasibility reports and statements of trends and forecasts and book-entry language contained in the Official Statement and its appendices, as to which we will express no opinion), contains any untrue statement of material fact or omits to state any material fact necessary to make the statements in the Official Statement, in light of the circumstances under which they were made, not misleading. If an Official Statement is required, Special Counsel will charge an additional fee, not to exceed \$15,000 for its drafting and preparation of the Official Statement in connection with the Obligations; and

7. Assist the County in presenting information to bond or bond rating organizations, if necessary, and providers of credit enhancement relating to legal issues affecting the issuance of the Obligations, if applicable; and

8. If applicable, draft the continuing disclosure undertaking of the County. However, based on our review and discussions with the County's municipal advisor, if it is determined that the County is not in compliance with any of its existing continuing disclosure undertakings, then with your permission we will update said undertakings for a separate fee as set forth below.

Our Tax Opinion will be addressed to the County and will be delivered by us on the date of delivery of the Obligations. The Tax Opinion will be based on facts and laws existing as of its date. In rendering our Tax Opinion, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation, and we will assume continuing compliance by the County with applicable laws relating to the Obligations. During the course of this engagement, we will rely on you to provide us with complete and timely information on all developments pertaining to any aspect of the Obligations and its security. We understand that you will direct members of your staff and other employees of the County to cooperate with us in this regard. In rendering our Tax Opinion, we will expressly rely upon other counsel as to due authorization, execution and delivery of Obligations documents executed by the County.

Our duties in this engagement are limited to those expressly set forth above. Among other things, our duties under this engagement, without a separate engagement as may hereafter be agreed between the parties, do not include:

- (a) Preparing request for tax rulings from the Internal Revenue Service ("**IRS**") or no action letters from the Securities and Exchange Commission ("**SEC**"); or
- (b) Preparing Blue Sky or investment surveys with respect to the Obligations; or
- (c) Drafting State constitutional or legislative amendments; or
- (d) Pursuing test cases or other litigation, such as contested validation proceedings; or

(e) Making an investigation or expressing any view as to the creditworthiness of the County or the Obligations; or

(f) Except as described in paragraph 8 above and if applicable, assisting in the preparation of, or opining on, a continuing disclosure undertaking pertaining to the Obligations or, after closing, providing advice concerning any actions necessary to assure compliance with any continuing disclosure undertaking; or

(g) Representing the County in IRS examinations or inquiries, or SEC investigations; or

(h) After closing, providing continuing advice to the County or any other party concerning any actions necessary to assure that interest paid on the Obligations will continue to be excludable from gross income for federal income tax purposes (e.g., our engagement does not include rebate calculations for the Obligations; or

(i) Giving and/or providing any financial advice or recommendations concerning the issuance of the Obligations as mandated by SEC rules; or

(j) Addressing any other matters not specifically set forth above that is not required to render our Tax Opinion.

ATTORNEY-CLIENT RELATIONSHIP

Upon execution of this engagement letter, the County will be our client and an attorney-client relationship will exist between us. We understand that counsel to the County will assist with the issuance of the Obligations, particularly as to the authorization, execution and delivery of Obligations documents. We assume that all other parties will retain such counsel, as they deem necessary and appropriate to represent their interest in this transaction. We further assume that all other parties understand that in this transaction we represent only the County, we are not counsel to any other party, other than the Central Mississippi Public Improvement Corporation, and we are not acting as an intermediary among the parties. Our services as special counsel are limited to those contracted for in this letter, and the County's execution of this engagement letter will constitute an acknowledgment of those limitations. Our representation of the County will not affect, however, our responsibility to render an objective Tax Opinion.

Our representation of the County and the attorney-client relationship created by this engagement letter will be concluded upon issuance of the Obligations, or the final series thereof. Nevertheless, subsequent to the Closing of each series of Obligations, we will mail, if required, to the IRS the appropriate IRS Form 8038-G and prepare and distribute to the participants in the transaction a transcript of the proceedings pertaining to the Obligations.

PROSPECTIVE CONSENT

As you are aware, Butler Snow represents many political subdivisions, companies and individuals. It is possible that during the time that we are representing the County, one or more of our present or future clients will have transactions with the County. It is also possible that we may

July 3, 2023

Page 4

be asked to represent, in an unrelated matter, one or more of the entities involved in the issuance of the Obligations. We do not believe that such representation, if it occurs, will adversely affect our ability to represent you as provided in this engagement letter, either because such matters will be sufficiently different from the issuance of the Obligations so as to make such representations not adverse to our representation of you, or because the potential for such adversity is remote or minor and outweighed by the consideration that it is unlikely that advice given to the other client will be relevant to any aspect of the issuance of the Obligations. Execution of this engagement letter will signify the County's consent to our representation of the Corporation and others consistent with the circumstances described in this paragraph.

FEES

The fee will be negotiated with the County based upon: (i) our understanding of the terms, structure, size and schedule of the financing represented by the Obligations; (ii) the duties we will undertake pursuant to this engagement letter; (iii) the time we anticipate devoting to the financing; and (iv) the responsibilities we will assume in connection therewith, and will include our expenses such as travel costs, deliveries, copies, transcripts, telephone charges, filing fees, computer-assisted research and other expenses and the State Bond Attorney fees and expenses, if applicable, paid by us. Based on our understanding of the transaction at this time, our Special Counsel fee to the County will not exceed \$56,000 (such fee shall be in addition to any fees and costs associated with the payment of the State Bond Attorney fee and any validation costs or publication fees paid by Special Counsel in connection with the validation of the Obligations and any fees associated with any real estate transactional fees associated with the Lease and the Obligations).

RECORDS

At your request, papers and property furnished by you will be returned promptly upon receipt of payment for outstanding fees and client charges. Our own files, including lawyer work product, pertaining to the transaction will be retained by us. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to dispose of any documents or other material retain by us after the termination of this engagement.

July 3, 2023

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If the foregoing terms are acceptable to you, please so indicate by returning the enclosed copy of this engagement letter dated and signed by you, retaining the original for your files. We look forward to working with you.

Sincerely,

BUTLER SNOW LLP



Elizabeth Lambert Clark

ACCEPTED AND APPROVED:

MADISON COUNTY, MISSISSIPPI

BY: _____
President of the Board of
Supervisors

Dated: July 3, 2023

Authorized by Resolution of the County dated July 3, 2023.



GOVERNMENT
CONSULTANTS

GOVERNMENT CONSULTANTS, INC.

Consulting & Municipal Advisory Firm

116 Village Boulevard
Madison, Mississippi 39110

Telephone: (601) 982-0005
Facsimile: (601) 982-2448
Email: gcms@gc-ms.net

July 3, 2023

President and Board of Supervisors
Madison County, Mississippi
146 W. Center Street
Canton, Mississippi 39046

Re: Madison County, Mississippi
Not to Exceed \$5,300,000 Madison County, Mississippi Promissory Note (Madison County, Mississippi Lease Purchase – County Courthouse Project), in one or more tax-exempt or taxable series (the “Note”)
Disclosure and Engagement Letter (the “Letter”)

Dear President and Board of Supervisors,

We are writing to provide certain disclosures to you as representative of Madison County, Mississippi (the “Issuer”) as required by the Securities and Exchange Commission (“SEC”) and Municipal Securities Rulemaking Board (“MSRB”). Government Consultants, Inc. (“GCI” or the “Municipal Advisor”) is an Independent Registered Municipal Advisor and welcomes the opportunity to provide municipal advisory services to you relative to the issuance of the above referenced Note.

Disclosures Concerning our Role as Municipal Advisor

- (i) The Municipal Advisor has a fiduciary duty to you. This is different than an underwriter, if any, who only has an obligation to deal fairly with you. The underwriter, if any, has financial and other interests that differ from yours, unlike the Municipal Advisor who has no financial or other interests that differ from your own.
- (ii) We shall provide advice concerning the structure, timing, terms, sizing and other similar matters related to any potential note or debt issuance.
- (iii) We shall make a reasonable inquiry to the relevant facts that help determine which course of action best suits your interests. A reasonable analysis will be conducted to determine that all advice and/or recommendation(s), are not based on materially inaccurate or incomplete information.
- (iv) We shall evaluate possible material risks, benefits and alternatives related to the Note.
- (v) Our duties are limited to this transaction and the above-mentioned disclosures.

The MSRB provides a brochure covering information for municipal advisory client protections and appropriate regulatory authority contact information on the MSRB homepage at <http://www.msrb.org>.

Disclosure Concerning Conflicts of Interest and Other Information

MSRB Rule G-42 requires that GCI provide in writing any disclosures relating to actual or potential material conflicts of interest, including certain categories of potential conflicts of interest identified in MSRB Rule G-42, if applicable. After reasonable due diligence by GCI, there are no known material conflicts of interest that may affect GCI's ability to serve as a municipal advisor to you. In accordance with MSRB Rule G-42, GCI will follow its fiduciary duty, that includes the duty of loyalty and the duty of care to the Issuer and to disclose our role and duties as a Municipal Advisor. Our primary obligation is to always act in your best interest. There are no other known material conflict(s) of interest at the time of engagement.

If any new or additional material conflict(s) of interest occurs after the delivery and execution of this Letter, GCI will disclose all new material conflict(s) of interest to the you.

Disclosure Concerning the Compensation

Our compensation for serving as municipal advisor will be contingent on the issuance of the Note and is based, in part, on the size of the note. We will negotiate with you as to compensation and will be paid upon closing of the transaction(s). The Municipal Advisor will abide by its fiduciary duty to you and provide unbiased and independent advice as required by the MSRB.

Disclosure of Information Regarding Legal Events and Disciplinary History

GCI recommends potential clients to undertake its own evaluation of GCI's regulatory history, professional qualifications, and other material issues. Such information, whether material or not, must be reported on Form MA and/or MA-I filed with the SEC. There are no recent changes made on any Form MA or Form MA-I, which are available and can be viewed on the SEC's EDGAR system website at <http://www.sec.gov/edgar/searchedgar/companysearch.html>.

Disclosure Relating to Issuing Notes

As with any issuance of debt, your obligation to pay principal and interest when due, will be a contractual obligation that will require that these payments be made no matter what budget restraints may be encountered. Your failure to pay principal and interest when due, could cause you to be in default. A default may negatively impact your credit ratings and may effectively limit your ability to publicly offer other debts at market rate levels.

Please be aware of the following basic aspects of the Note:

Fixed rate debt is an interest-bearing obligation that contains rates specified at closing and will not change while the note outstanding. Maturity dates are fixed at the time of the closing and may include serial maturities (specified principal amounts are payable on the same date each year until final maturity) or a term maturity (specified principal amounts are payable on each term maturity date) or a combination of serial and term maturities. Interest on fixed rate note is typically paid semiannually at a stated fixed rate or rates for each maturity.

Revenue notes are a debt obligation secured by a pledge of incomes and revenues (fees, rates or rentals). You pledge to use the lawfully available net revenues of the fund or funds in the manner as described in the documents related to issuance for the repayment of the Note.

The Note may be offered as federally taxable obligations.

Additionally, the Note may be offered as federally tax-exempt obligations. This requires that you comply with various Internal Revenue Service ("IRS") requirements and restrictions relating to how you use and invest the proceeds of the note issue, how you use any facilities constructed with the proceeds of the note issue and other restrictions throughout the term of the Note.

It is recommended that you consult with note counsel on such tax matters related to the issuance of the Note.

Disclosure Concerning the Term of Engagement

The Term of Engagement is effective on the execution date of the document that employed GCI as your appointed municipal advisor and ends upon the closing and delivery of the Note. The Engagement may be terminated with or without cause by either party. A written notice must be delivered to the other party, specifying the effective date of the termination.

Acknowledgement

We must seek your acknowledgement that you have received this Letter. Accordingly, please acknowledge receipt of this Letter on in the space provided below. If you are not authorized to execute this Letter, please notify GCI immediately so the correct individual may be contacted. Please let us know if you have any questions or concerns.

Sincerely,

Government Consultants, Inc.

BY: 

Steve Pittman

RECEIPT ACKNOWLEDGEMENT

BY: _____
Signature

President, Board of Supervisors, Madison County, Mississippi
Authorized Representative

RAYMOND JAMES

June 21, 2023

Gerald Steen
Board President
Madison County, MS
P.O. Box 608
Canton, MS 39046

Re: Disclosures by Underwriter and/or Placement Agent
Pursuant to MSRB Rule G-17
Promissory Note, Series 2023 (Madison County, Mississippi Lease Purchase
Project)

Dear Gerald:

We are writing to (a) confirm our engagement as underwriting or placement agent, as the case may be; (b) request the Required Representation by Madison County, Mississippi ("Issuer"); and (c) provide you, as Board President of the Issuer, with certain disclosures relating to the captioned bond issue (the "Bonds"), as required by the Securities and Exchange Commission's Municipal Advisor Rule ("MA Rule"), and the Municipal Securities Rulemaking Board ("MSRB") Rule G-17 as set forth in MSRB Notice 2019-20 (Nov. 8, 2019).¹

The Issuer hereby confirms and engages Raymond James & Associates, Inc. ("RJA"), to serve as an underwriter or placement agent, as the case may be, and not as a financial advisor or municipal advisor, in connection with the issuance of the Bonds.

As part of our services as underwriter or placement agent, RJA may provide advice concerning the structure, timing, terms, and other similar matters concerning the issuance of the Bonds.

Additionally, pursuant to an exemption provided for in the MA Rule, RJA would not be considered the Issuer's municipal advisor if the Issuer is already represented by an independent registered municipal advisor (an "IRMA") with respect to the same aspects upon which RJA provides financing ideas and recommendations to the Issuer (the "IRMA Exemption"). To rely upon the IRMA Exemption, the MA Rule requires RJA to obtain the following representation directly from the Issuer:

Required Representation by Issuer: Issuer hereby represents that it is represented by, and will rely upon (i.e., seek and consider) the advice of Government Consultants, Inc. ("Municipal Advisor"), an independent registered municipal advisor, in connection with any advice or recommendations that RJA may provide the Issuer relating to the issuance of municipal securities and/or municipal financial products.

By counter signing this letter, the Issuer hereby makes, and provides to RJA, the above Required Representation by Issuer. Furthermore, the MA Rule requires RJA to provide the Issuer with the following disclosure.

¹ Revised Interpretive Notice Concerning the Application of MSRB Rule G-17 to Underwriters of Municipal Securities (effective Mar. 31, 2021).

Required Disclosure by RJA: By obtaining the above Required Representation by Issuer, RJA is not a municipal advisor to the Issuer and is not subject to the fiduciary duty set forth in Section 15B(c)(1) of the Securities Exchange Act of 1934 with respect to any such issuance of municipal securities and/or municipal financial products.

Finally, the following G-17 conflict of interest disclosures are now broken down into three types, including: (I) dealer-specific conflicts of interest disclosures (if applicable), (II) transaction-specific disclosures (if applicable), and (III) standard disclosures.

Dealer-Specific Conflicts of Interest Disclosures

RJA has identified the following potential or actual dealer-specific material conflicts or business relationships we wish to call to your attention. When we refer to *potential* material conflicts throughout this letter, we refer to ones that are reasonably likely to mature into *actual* material conflicts during the course of the transaction, which is the standard required by MSRB Rule G-17.

In the ordinary course of its various business activities, RJA and its affiliates, officers, directors, and employees may purchase, sell or hold a broad array of investments and may actively trade securities, derivatives, loans, commodities, currencies, credit default swaps, and other financial instruments for their own account and for the accounts of customers. Such investment and trading activities may involve or relate to assets, securities and/or instruments of the Issuer (whether directly, as collateral securing other obligations or otherwise) and/or persons and entities with relationships with the Issuer. RJA and its affiliates also may communicate independent investment recommendations, market advice or trading ideas and/or publish or express independent research views in respect of such assets, securities or instruments and at any time may hold, or recommend to clients that they should acquire, long and/or short positions in such assets, securities and instruments.

I. Transaction-Specific Disclosures

- Disclosures Concerning Complex Municipal Securities Financing:
 - Because we have recommended to the Issuer a financing structure that may be a “complex municipal securities financing” for purposes of MSRB Rule G-17, attached is a description of the material financial characteristics of that financing structure as well as the material financial risks of the financing that are known to us and reasonably foreseeable at this time.

II. Standard Disclosures

- Disclosures Concerning the Underwriter's or Placement Agent's Role:
 - MSRB Rule G-17 requires an underwriter or a placement agent to deal fairly at all times with both issuers and investors.
 - The underwriter's primary role is to purchase the Bonds with a view to distribution in an arm's-length commercial transaction with the Issuer. The underwriter has financial and other interests that differ from those of the Issuer.
 - The placement agent's primary role is to procure one or more purchases of the Bonds in an arm's-length commercial transaction with the Issuer. The placement agent has financial and other interests that differ from those of the Issuer.

- Unlike a municipal advisor, an underwriter or placement agent does not have a fiduciary duty to the Issuer under the federal securities laws and is, therefore, not required by federal law to act in the best interests of the Issuer without regard to its own financial or other interests.
- The Issuer may choose to engage the services of a municipal advisor with a fiduciary obligation to represent the Issuer's interest in this transaction.
- The underwriter has a duty to purchase the Bonds from the Issuer at a fair and reasonable price, but must balance that duty with their duty to sell the Bonds to investors at prices that are fair and reasonable.
- The placement agent has a duty to procure a purchaser of the Bonds from the Issuer at a fair and reasonable price, but must balance that duty with their duty to place the Bonds with purchasers at prices that are fair and reasonable.
- The underwriter or placement agent will review the official statement or offering document, if any, for the Bonds in accordance with, and a part of, their respective responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of this transaction. Under federal securities law, an issuer of securities has the primary responsibility for disclosure to investors. The review of the official statement or offering document, if any, by the underwriter or placement agent, as the case may be, is solely for purposes of satisfying the underwriter's or placement agent's obligations under the federal securities laws and such review should not be construed by an issuer as a guarantee of the accuracy or completeness of the information in the official statement.
- Disclosures Concerning the Underwriter's or Placement Agent's Compensation:
 - The underwriter will be compensated by a fee and/or an underwriting discount that will be set forth in the bond purchase agreement to be negotiated and entered into in connection with the issuance of the Bonds. Payment or receipt of the underwriting fee or discount will be contingent on the closing of the transaction and the amount of the fee or discount may be based, in whole or in part, on a percentage of the principal amount of the Bonds. While this form of compensation is customary in the municipal securities market, it presents a conflict of interest since the underwriter may have an incentive to recommend to the Issuer a transaction that is unnecessary or to recommend that the size of the transaction be larger than is necessary.
 - The placement agent will be compensated by a fee that will be negotiated and entered into in connection with the issuance of the Bonds. Payment or receipt of the placement agent fee or may be contingent on the closing of the transaction and the amount of the fee or discount may be based, in whole or in part, on a percentage of the principal amount of the Bonds. While this form of compensation is customary in the municipal securities market, it presents a conflict of interest since the placement agent may have an incentive to recommend to the Issuer a transaction that is unnecessary or to recommend that the size of the transaction be larger than is necessary

If you or any other Issuer officials have any questions or concerns about these disclosures, please make those questions or concerns known immediately to the undersigned. In addition, you should consult with the Issuer's own financial and/or municipal, legal, accounting, tax and other advisors, as applicable, to the extent you deem appropriate.

Please note that nothing in this letter should be viewed as either (i) a commitment by the underwriter to purchase or sell all the Bonds and any such commitment will only exist upon the execution of any bond purchase agreement or similar agreement and then only in accordance with the terms and conditions thereof, or (ii) a commitment by the placement agent to place the Bonds.

Either (x) you have been identified by the Issuer as a primary contact for the Issuer's receipt of these disclosures, or (y) it is our understanding that you have the authority to bind the Issuer by contract with us; and, in either case, you are not a party to any disclosed conflict of interest relating to the subject transaction. If the preceding sentence is incorrect, please notify the undersigned immediately.

Under SEC and MSRB Rules, we are required to (i) confirm our role and engagement as underwriter or placement agent of the Bonds, (ii) receive the Required Representation by Issuer, **and** (iii) seek your acknowledgement that you have received this letter. Accordingly, please send me an email (1) confirming that RJA is engaged as underwriter or placement agent, as the case may be, of the Bonds, (2) making the Required Representation by Issuer, **and** (3) acknowledging your receipt hereof. Alternatively, you may sign, scan, and return this letter to me via email.

Depending on the structure of the transaction that the Issuer decides to pursue, or if additional actual or potential material conflicts are identified, we may be required to send you additional disclosures regarding the material financial characteristics and risks of such transaction and/or describing those conflicts. At that time, we also will seek your acknowledgement of receipt of any such additional disclosures.

We look forward to working with you and the Issuer in connection with the issuance of the Bonds. We appreciate your business.

Sincerely,



Lindsey Rea
Managing Director
RAYMOND JAMES & ASSOCIATES, INC.

Confirmed, Made, and Acknowledged:

Madison County, Mississippi

By: 

Date: 6/21/23

CC: Government Consultants, Inc., Municipal Advisor
Butler Snow LLP, Note Counsel

Attached: Financing Disclosures

Fixed Rate Structure Disclosure

The following is a general description of the financial characteristics and security structures of fixed rate municipal bonds ("Fixed Rate Bonds"), as well as a general description of certain financial risks that you should consider before deciding whether to issue Fixed Rate Bonds. If you decide that you would like to pursue this financing alternative, we may provide you with additional information more specific to your particular issue.

Financial Characteristics

Maturity and Interest. Fixed Rate Bonds are interest-bearing debt securities issued by state and local governments, political subdivisions and agencies and authorities. Maturity dates for Fixed Rate Bonds are fixed at the time of issuance and may include serial maturities (specified principal amounts are payable on the same date in each year until final maturity) or one or more term maturities (specified principal amounts are payable on each term maturity date) or a combination of serial and term maturities. The final maturity date typically will range between 10 and 30 years from the date of issuance. Interest on the Fixed Rate Bonds typically is paid semiannually at a stated fixed rate or rates for each maturity date.

Redemption. Fixed Rate Bonds may be subject to optional redemption, which allows you, at your option, to redeem some or all of the bonds on a date prior to scheduled maturity, such as in connection with the issuance of refunding bonds to take advantage of lower interest rates. Fixed Rate Bonds will be subject to optional redemption only after the passage of a specified period of time, often approximately ten years from the date of issuance, and upon payment of the redemption price set forth in the bonds, which may include a redemption premium. You will be required to send out a notice of optional redemption to the holders of the bonds, usually not less than 30 days prior to the redemption date. Fixed Rate Bonds with term maturity dates also may be subject to mandatory sinking fund redemption, which requires you to redeem specified principal amounts of the bonds annually in advance of the term maturity date. The mandatory sinking fund redemption price is 100% of the principal amount of the bonds to be redeemed.

Security

Payment of principal of and interest on a municipal security, including Fixed Rate Bonds, may be backed by various types of pledges and forms of security, some of which are described below.

General Obligation Bonds

"General obligation bonds" are debt securities to which your full faith and credit is pledged to pay principal and interest. If you have taxing power, generally you will pledge to use your ad valorem (property) taxing power to pay principal and interest. Ad valorem taxes necessary to pay debt service on general obligation bonds may not be subject to state constitutional property tax millage limits (an unlimited tax general obligation bond). The term "limited" tax is used when such limits exist.

General obligation bonds constitute a debt and, depending on applicable state law, may require that you obtain approval by voters prior to issuance. In the event of default in required payments of interest or principal, the holders of general obligation bonds have certain rights under state law to compel you to impose a tax levy.

Revenue Bonds

"Revenue bonds" are debt securities that are payable only from a specific source or sources of revenues. Revenue bonds are not a pledge of your full faith and credit and you are obligated to pay principal and interest on your revenue bonds only from the revenue source(s) specifically pledged to the bonds. Revenue bonds do not permit the bondholders to compel you to impose a

tax levy for payment of debt service. Pledged revenues may be derived from operation of the financed project or system, grants or excise or other specified taxes. Generally, subject to state law or local charter requirements, you are not required to obtain voter approval prior to issuance of revenue bonds. If the specified source(s) of revenue become inadequate, a default in payment of principal or interest may occur. Various types of pledges of revenue may be used to secure interest and principal payments on revenue bonds. The nature of these pledges may differ widely based on state law, the type of issuer, the type of revenue stream and other factors.

The description above regarding "Security" is only a brief summary of certain possible security provisions for the bonds and is not intended as legal advice. You should consult with your bond counsel for further information regarding the security for the bonds.

Financial Risk Considerations

Certain risks may arise in connection with your issuance of Fixed Rate Bonds, including some or all of the following

Issuer Default Risk

You may be in default if the funds pledged to secure your bonds are not sufficient to pay debt service on the bonds when due. The consequences of a default may be serious for you and, depending on applicable state law and the terms of the authorizing documents, the holders of the bonds, the trustee and any credit support provider may be able to exercise a range of available remedies against you. For example, if the bonds are secured by a general obligation pledge, you may be ordered by a court to raise taxes. Other budgetary adjustments also may be necessary to enable you to provide sufficient funds to pay debt service on the bonds. If the bonds are revenue bonds, you may be required to take steps to increase the available revenues that are pledged as security for the bonds. A default may negatively impact your credit ratings and may effectively limit your ability to publicly offer bonds or other securities at market interest rate levels. Further, if you are unable to provide sufficient funds to remedy the default, subject to applicable state law and the terms of the authorizing documents, you may find it necessary to consider available alternatives under state law, including (for some issuers) state-mandated receivership or bankruptcy. A default also may occur if you are unable to comply with covenants or other provisions agreed to in connection with the issuance of the bonds.

This description is only a brief summary of issues relating to defaults and is not intended as legal advice. You should consult with your bond counsel for further information regarding defaults and remedies.

Redemption Risk

Your ability to redeem the bonds prior to maturity may be limited, depending on the terms of any optional redemption provisions. In the event that interest rates decline, you may be unable to take advantage of the lower interest rates to reduce debt service.

Refinancing Risk

If your financing plan contemplates refinancing some or all of the bonds at maturity (for example, if you have term maturities or if you choose a shorter final maturity than might otherwise be permitted under the applicable federal tax rules), market conditions or changes in law may limit or prevent you from refinancing those bonds when required. Further, limitations in the federal tax rules on advance refunding of bonds (an advance refunding of bonds occurs when tax-exempt bonds are refunded more than 90 days prior to the date on which those bonds may be retired) may restrict your ability to refund the bonds to take advantage of lower interest rates.

Reinvestment Risk

You may have proceeds of the bonds to invest prior to the time that you are able to spend those proceeds for the authorized purpose. Depending on market conditions, you may not be able to invest those proceeds at or near the rate of interest that you are paying on the bonds, which is referred to as “negative arbitrage”.

Tax Compliance Risk

The issuance of tax-exempt bonds is subject to a number of requirements under the United States Internal Revenue Code, as enforced by the Internal Revenue Service (IRS). You must take certain steps and make certain representations prior to the issuance of tax-exempt bonds. You also must covenant to take certain additional actions after issuance of the tax-exempt bonds. A breach of your representations or your failure to comply with certain tax-related covenants may cause the interest on the bonds to become taxable retroactively to the date of issuance of the bonds, which may result in an increase in the interest rate that you pay on the bonds or the mandatory redemption of the bonds. The IRS also may audit you or your bonds, in some cases on a random basis and in other cases targeted to specific types of bond issues or tax concerns. If the bonds are declared taxable, or if you are subject to audit, the market price of your bonds may be adversely affected. Further, your ability to issue other tax-exempt bonds also may be limited. This description of tax compliance risks is not intended as legal advice and you should consult with your bond counsel regarding tax implications of issuing the bonds.