

Minute Book Text Detail

Book 0216 Page 476 OPENING FOR MAY 3, 2021

Date 5/ 3/2021 AGENDA FOR MAY 3, 2021

MAY 3, 2021

The Board of Supervisors met at 9:00 a.m. the 3rd day of May, 2021, in the Supervisors Board Room, in the Pearl River County Courthouse Complex in the City of Poplarville, Mississippi, with the following members of said Board and officers of said County were present to-wit:

President, Sandy Kane Smith, member from District Five;
Vice President, Malcolm Perry, member from District Two;
Donald Hart, member from District One;
Hudson Holliday, member from District Three;
Jason Spence, member from District Four;
County Administrator, Adrain Lumpkin, Jr.;
Board Attorney, Joe Montgomery;
Chancery Clerk, Melinda Bowman;
Fire Marshall, Jonathan Head;
Road Manager, Charlie Schielder;
Emergency Management Director, Danny Manley.

The following proceedings were had and entered of record to-wit:



Pearl River County
Board of Supervisors
Meeting Agenda
May 3, 2021



Welcome & Call to Order 9:00 A.M.

- 01) Consider approving Board Minutes – April, 2021**
- 02) Consider approving Claims Docket for May 3, 2021**
- 03) Sheriff: Request to issue check for clothing allowance**
- 04) MS Prison Industries: Presentation – New product line and pricing structure**
- 05) County Engineer Agenda Items:**
 - A. Consider approval of payment for Contractor Pay Request No. 5 – Troy Dedeaux Rd.
 - B. Accept bids on Project No. SAP-55(25)M OVERLAY on Roads “A1” Thru “C”
 - C. Award Project No. SAP-55(25)M and execute documents
- 06) Road Department Agenda Items:**
 - A. Personnel
 - B. Pearl River County School District 2020-2021 Bus Turnaround addition
 - C. Accept Lease Proposal for (4) 2018 John Deere Backhoe Loader w/ buckets
 - D. Award Lease Proposal for (4) 2018 John Deere Backhoe to PriorityOne
 - E. Accept bid for Asphalt Distributor Truck
 - F. Award bid for Asphalt Distributor Truck
- 07) Tax Assessor/Collector: Personnel**
- 08) Emergency Services Director Agenda Items:**
 - A. Dissolve Northeast Fire Grading District & expand Steephollow Fire Grading District
 - B. Request check from Pinegrove VFD to McNeill VFD – purchase of (2) brush trucks
- 09) E-911 Addressing Agenda Items:**
 - A. Re-name Private Road from DIVISION ST to CUT OFF LN
 - B. Private Road Name – BABBIES PLACE
- 10) Chancery Clerk: Financial update**
- 11) Consent Agenda Items:**
 - A. Approve transfer to Courthouse Annex Fund for interest due on Annex Bond
 - B. Execute Lease Agreement on (4) 2021 Ford F-250 Pickup Trucks
 - C. Acknowledge executed Grant Agreement for Poplarville-Pearl River County Airport
- 12) Road Department Bond Agenda Items:**
 - A. Engagement Resolution for Professional
 - B. Engagement Letter (Butler Snow)
 - C. Intent Resolution
 - D. Engagement Letter (Government Consultants)
- 13) Hospital Refunding Bonds – Execute Trust Indenture Form**
(All other Exhibits will be executed at closing)
- 14) Travel:**
 - A. SO (1) to Law Enforcement Academy in Gulfport, MS on May 2 - July 16, 2021
 - B. SO (1) to Detective Level I in Gulfport, MS on May 17-21, 2021
 - C. Veterans Service Officer to Jackson, MS for new law changes for CVSO
 - D. Veterans Service Officer’s Basic Benefits Course registration & payment

NEXT BOARD MEETING – Wednesday, May 19th

Minute Book Text Detail

Book 0216 Page 478 BOARD MINUTES - APRIL, 2021

Date 5/ 3/2021 CLAIMS DOCKET FOR MAY 3, 2021

ORDER TO APPROVE BOARD MINUTES FOR APRIL, 2021

There came on this day to be considered by the Board of Supervisors of Pearl River County, Mississippi, the matter to approve Board Minutes.

Upon motion made by Malcolm Perry and seconded by Donald Hart, the following order was adopted, to-wit:

Be It Ordered by the Pearl River County Board of Supervisors to approve April, 2021 Board Minutes.

Ordered and adopted, this the 3rd day of May, 2021.

Voting AYE: Donald Hart, Malcolm Perry, Hudson Holliday,
Jason Spence, and Sandy Kane Smith

Voting NAY: None

ORDER TO APPROVE CLAIMS DOCKET FOR MAY 3, 2021

There came on this day to be considered by the Board of Supervisors of Pearl River County, Mississippi, the matter to approve Claims Docket.

Upon motion made by Hudson Holliday and seconded by Jason Spence, the following order was adopted, to-wit:

Be It Ordered by the Pearl River County Board of Supervisors to approve Claims Docket for May 3, 2021. (See attached Summary of all Funds)

Ordered and adopted, this the 3rd day of May, 2021.

Voting AYE: Donald Hart, Malcolm Perry, Hudson Holliday,
Jason Spence, and Sandy Kane Smith

Voting NAY: None

SUMMARY OF ALL FUNDS

FUND 1 Claims	to	Checks	90 Total	494,161.90 Manual	Held	Total	494,161.90
FUND 7 Claims	to	Checks	2 Total	247,430.30 Manual	Held	Total	247,430.30
FUND 45 Claims	to	Checks	1 Total	440.00 Manual	Held	Total	440.00
FUND 73 Claims	to	Checks	1 Total	40.75 Manual	Held	Total	40.75
FUND 96 Claims	to	Checks	4 Total	3,583.30 Manual	Held	Total	3,583.30
FUND 97 Claims	to	Checks	11 Total	47,565.04 Manual	Held	Total	47,565.04
FUND 106 Claims	to	Checks	1 Total	126.00 Manual	Held	Total	126.00
FUND 156 Claims	to	Checks	38 Total	237,237.50 Manual	Held	Total	237,237.50
FUND 161 Claims	to	Checks	1 Total	22,731.36 Manual	Held	Total	22,731.36
FUND 166 Claims	to	Checks	3 Total	26,343.78 Manual	Held	Total	26,343.78
FUND 201 Claims	to	Checks	1 Total	198,689.98 Manual	Held	Total	198,689.98
FUND 206 Claims	to	Checks	8 Total	23,071.61 Manual	Held	Total	23,071.61
FUND 280 Claims	to	Checks	8 Total	10,402.70 Manual	Held	Total	10,402.70
FUND 410 Claims	to	Checks	2 Total	803.44 Manual	Held	Total	803.44
FUND 420 Claims	to	Checks	4 Total	492.54 Manual	Held	Total	492.54
FUND 450 Claims	to	Checks	4 Total	2,822.62 Manual	Held	Total	2,822.62
FUND 650 Claims	to	Checks	3 Total	14,751.00 Manual	Held	Total	14,751.00
FUND 656 Claims	to	Checks	4 Total	9,078.55 Manual	Held	Total	9,078.55
FUND 661 Claims	to	Checks	4 Total	813.14 Manual	Held	Total	813.14
FUND 662 Claims	to	Checks	5 Total	3,162.55 Manual	Held	Total	3,162.55
FUND 664 Claims	to	Checks	6 Total	28,123.51 Manual	Held	Total	28,123.51
Total for all Funds			Checks 201 Total	1,371,871.57 Manual	Held	Total	1,371,871.57

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Minute Book Text Detail

Book 0216 Page 480 SHERIFF'S AGENDA ITEM

Date 5/ 3/2021

ORDER TO APPROVE SHERIFF'S REQUEST TO ISSUE CHECK
FOR CLOTHING ALLOWANCE

There came on this day to be considered by the Board of Supervisors of Pearl River County, Mississippi, the matter of clothing allowance for Sheriff's Department.

Upon motion made by Malcolm Perry and seconded by Jason Spence, the following order was adopted, to-wit:

Be It Ordered by the Pearl River County Board of Supervisors to approve attached Sheriff's request to issue check in the amount of \$500.00 to Jeffrey Horner for clothing allowance pursuant to Miss. Code Ann. 19-25-13.

Ordered and adopted, this the 3rd day of May, 2021.

Voting AYE: Donald Hart, Malcolm Perry, Hudson Holliday,
Jason Spence, and Sandy Kane Smith

Voting NAY: None



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PEARL RIVER COUNTY SHERIFF'S DEPARTMENT
DAVID ALLISON, SHERIFF
200 SOUTH MAIN STREET
POPLARVILLE, MS 39470
Phone: (601) 403-2500
Fax: (601) 403-2344

April 28, 2021

To: The Honorable Board of Supervisors of Pearl River County, Mississippi.

Please acknowledge upon the minutes the following matters concerning the Sheriff's Department.

Requesting issuance of check in the amount of \$500.00 for clothing allowance pursuant to Miss. Code Ann. § 19-25-13 for Jeffrey Horner.

Thank You,

David Allison, Sheriff

ORDER TO APPROVE COUNTY ENGINEER'S AGENDA ITEMS

There came on this day to be considered by the Board of Supervisors of Pearl River County, Mississippi, the matter of County Engineer's Agenda Items.

Upon motion made by Hudson Holliday and seconded by Donald Hart, the following order was adopted, to-wit:

Be It Ordered by the Pearl River County Board of Supervisors to approve the following County Engineer's Agenda Items as listed with attachments:

- A. Approval of payment for Contractor Pay No. 5 to Precision Construction, LLC in the amount of \$22,731.36 for Project No. ERBR-55(02) Troy Dedeaux Bridge Replacement.
- B. Accept bids on Project No. SAP-55(25)M Overlay on Roads "A1" thru "C"
- C. Award Project No. SAP-55(25)M Overlay on Roads "A1" thru "C" to Huey P. Stockstill, LLC, lowest and best bid and excute documents

Ordered and adopted, this the 3rd day of May, 2021.

Voting AYE: Donald Hart, Malcolm Perry, Hudson Holliday,
Jason Spence, and Sandy Kane Smith

Voting NAY: None

Customer No.
Job No.

Invoice No. 5
Invoice Date 4/28/2021

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702 (Instructions on reverse side)

Page One of Three

TO OWNER: Pearl River Co. Board of Supervisors
207 W Pearl Street
Poplarville MS

PROJECT: Pearl River County
Troy Dedeaux Rd
Bridge Replacement
ERBR-55(02)

APPLICATION NO.: 5
PERIOD TO: 5/1/2021
PROJECT NOS.:

Distribution to:
☐ OWNER
☐ ARCHITECT
☐ CONTRACTOR

FROM CONTRACTOR: Precision Construction, LLC
15 Chanticleer Drive
Hattiesburg, MS 39402

VIA ARCHITECT: Dungan Engineering
1574 Hwy 98 East
Columbia, MS 39429

CONTRACT DATE: 8/19/2020

CONTRACT FOR: \$323,006.00

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM \$ 323,006.00
2. Net change by Change Orders \$ 0.00
3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 323,006.00
4. TOTAL COMPLETED & STORED TO DATE \$ 313,332.70
(Column G on G703)
5. RETAINAGE:
 - a. 5.0% of Completed Work \$ 15,666.64
(Columns D + E on G703)
 - b. of Stored Material \$
(Column F on G703)Total Retainage (Line 5a + 5b or
Total in Column I of G703) \$ 15,666.64
6. TOTAL EARNED LESS RETAINAGE \$ 297,666.07
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT \$ 274,934.70
(Line 6 from prior Certificate)
8. CURRENT PAYMENT DUE \$ 22,731.36
9. BALANCE TO FINISH, INCLUDING RETAINAGE \$
(Line 3 less Line 6) \$ 25,336.94

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

Precision Construction, LLC

By: Nathan Smutzer
Nathan Smutzer

Date: 4/28/21

State of: Mississippi

County:

Subscribed and sworn to before me this day:

Notary Public:

My Commission expires:

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED.....\$ 22,731.36

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this application and on the Continuation Sheet that are changed to conform to the amount certified.)

Engineer:

By:

Date: 4-29-21

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		\$0.00
Total approved this Month		\$0.00
TOTALS		\$0.00
NET CHANGES by Change Order		\$0.00

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AIA Document G703, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification, is attached. In tabulations below, amounts are stated in the nearest dollar. Use Column I on Contracts where variable retentions for final items may apply.

APPLICATION NO.: 5
 APPLICATION DATE: 1/28/2021
 PERIOD TO: 1/1/2021
 ARCHITECT'S PROJECT NO.: 160DC338

A ITEM NO.	B DESCRIPTION OF WORK	C QUANTITY	D UNIT	E UNIT PRICE	F SCHEDULED VALUE	G WORK COMPLETED		I MATERIALS PRESENTLY STORED (NOT IN D OR E)	J TOTAL COMPLETED AND STORED TO DATE (D+E+I)	K % (J / C)	L BALANCE TO FINISH (C-J)	M RETAINAGE
						FROM PREVIOUS APPLICATION (D * E)	THIS PERIOD					
S-200-A	Mobilization	1.000	LS	\$ 32,000.00	\$ 32,000.00			LS	\$0.00	100%	\$0.00	\$1,600.00
S-201-A	Clearing and Grubbing	1.000	LS	\$ 12,600.00	\$ 12,600.00			LS	\$0.00	100%	\$0.00	\$300.00
S-202-B	Removal of Bridge	1.000	UNIT	\$ 15,000.00	\$ 15,000.00			UNIT	\$0.00	100%	\$0.00	\$750.00
S-203-A	Unclassified Excavation	100.000	CY	\$ 15.00	\$ 1,500.00			CY	\$0.00	215%	-\$1,723.45	\$161.12
S-203-E1	Borrow Excavation Class 7	125.000	CY	\$ 18.00	\$ 2,250.00			CY	\$0.00	100%	\$0.00	\$112.50
S-203-F	Channel Excavation	200.000	CY	\$ 18.00	\$ 3,600.00			CY	\$0.00	100%	\$0.00	\$180.00
S-204-A	Granular Material Class 0 Group C	275.000	CY	\$ 22.00	\$ 6,050.00			CY	\$0.00	85%	-\$2,960.00	\$198.00
S-204-D	Crushed Stone Size #10	200.000	TON	\$ 40.00	\$ 8,000.00			TON	\$0.00	97%	-\$1,858.40	\$367.60
S-403-A	Hot Mix Asphalt 51 9.5mm	27.000	TON	\$ 280.00	\$ 7,560.00			TON	\$7,522.50	111%	-\$7,522.50	\$376.13
S-403-A	Hot Mix Asphalt 51 18mm	68.000	TON	\$ 225.00	\$ 15,300.00			TON	\$14,735.25	86%	-\$12,455.25	\$736.75
S-607-A	Roadway Construction Surveying	1.000	LS	\$ 5,000.00	\$ 5,000.00			LS	\$0.00	76%	-\$1,725.00	\$206.25
S-607-D	Barbed Wire Fence, 6 strand	200.000	LF	\$ 1.00	\$ 200.00			LF	\$0.00	82%	\$87.00	\$6.15
S-617-A	Right of Way Markers Type II	4.000	EA	\$ 250.00	\$ 1,000.00			EA	\$0.00	100%	\$0.00	\$50.00
S-618-A	Maintenance of Traffic	1.000	LS	\$ 5,000.00	\$ 5,000.00			LS	\$0.00	75%	\$1,375.00	\$206.25
S-618-B	Additional Construction Signs	1.000	SP	\$ 10.00	\$ 10.00			SP	\$0.00	100%	\$0.00	\$3.25
S-621-C	4" Wide Thermo Edge Slope Cont. White 60Ml	0.037	MI	\$ 40,000.00	\$ 1,480.00			MI	\$0.00	0%	\$20.00	\$0.00
S-621-D1	4" Wide Traffic Delineator Cont. Yellow 60Ml	300.000	LF	\$ 8.00	\$ 2,400.00			LF	\$0.00	0%	\$240.00	\$0.00
S-621-L	Two-Way Reflective Raised Markers	6.000	EA	\$ 35.00	\$ 210.00			EA	\$0.00	0%	\$300.00	\$0.00
S-630-C	ReflectORIZED Object Markers Type III	4.000	EA	\$ 200.00	\$ 800.00			EA	\$800.00	100%	\$0.00	\$40.00
S-618-212A	Agricultural Lineation	0.400	TON	\$ 200.00	\$ 80.00			TON	\$40.00	60%	\$40.00	\$2.00
S-618-B	Chemical Fertilizer 13-13-13	0.200	TON	\$ 500.00	\$ 100.00			TON	\$100.00	100%	\$0.00	\$8.00
S-618-F	Acemolium Nitrate	0.020	TON	\$ 1,000.00	\$ 20.00			TON	\$20.00	100%	\$0.00	\$1.00
S-618-A	Seeding	0.200	AC	\$ 4,000.00	\$ 800.00			AC	\$400.00	60%	\$3,100.00	\$20.00
S-618-A	Vegetative Materials for Mulch	0.050	TON	\$ 500.00	\$ 25.00			TON	\$25.00	63%	\$45.00	\$12.50
S-618-A	Solid Sod	200.000	SY	\$ 0.10	\$ 20.00			SY	\$0.00	0%	\$400.00	\$0.00
S-623-A	Temporary Site Fence	450.000	LF	\$ 1.50	\$ 675.00			LF	\$0.00	0%	\$450.00	\$0.00
S-623-A	Wetlands 20"	10.000	LF	\$ 3.00	\$ 30.00			LF	\$0.00	0%	\$240.00	\$0.00
S-631-B	Concrete Grout	12.000	CY	\$ 200.00	\$ 2,400.00			CY	\$0.00	283%	-\$4,400.00	\$340.00
S-615-A	Loose Riprap 200lb	350.000	TON	\$ 10.00	\$ 3,500.00			TON	\$1,123.60	32%	\$15,376.40	\$56.16
S-615-E	Geotextile Under Riprap Type V	700.000	SY	\$ 1.00	\$ 700.00			SY	\$245.96	35%	\$32,784.04	\$12.30
S-603-A	Test Pile	2.000	EA	\$ 20,000.00	\$ 40,000.00			EA	\$40,000.00	100%	\$0.00	\$2,000.00
S-603-B	Conventional Static Pile Load Test	1.000	EA	\$ 4,000.00	\$ 4,000.00			EA	\$0.00	100%	\$0.00	\$0.00
S-603-C	14" Prestressed Concrete Pile	730.000	LF	\$ 10.00	\$ 7,300.00			LF	\$0.00	71%	\$2,190.00	\$260.00
S-606-A	18" Precast Concrete Slab Interior 30"	12.000	EA	\$ 4,500.00	\$ 54,000.00			EA	\$54,000.00	100%	\$0.00	\$7,700.00
S-606-A	18" Precast Concrete Slab Interior 48"	3.000	EA	\$ 5,500.00	\$ 16,500.00			EA	\$16,500.00	100%	\$0.00	\$225.00
S-606-B	18" Precast Concrete Slab Curb	6.000	EA	\$ 5,500.00	\$ 33,000.00			EA	\$33,000.00	100%	\$0.00	\$1,850.00
S-606-H	Beam Type Railing with Concrete Post	114.600	LF	\$ 60.00	\$ 6,876.00			LF	\$0.00	100%	\$0.00	\$342.00
S-606-I	20" 6" Precast Concrete Cap Intermediate	2.000	EA	\$ 5,000.00	\$ 10,000.00			EA	\$10,000.00	100%	\$0.00	\$500.00
S-606-J	20" 6" Precast Concrete Cap End Unit	2.000	EA	\$ 5,000.00	\$ 10,000.00			EA	\$10,000.00	100%	\$0.00	\$500.00
S-606-M	7.5" Precast Concrete Wing	4.000	EA	\$ 1,500.00	\$ 6,000.00			EA	\$6,000.00	100%	\$0.00	\$300.00
S-615-A	Loose Riprap 200lb	114.600	TON	\$ 76.00	\$ 8,709.60			TON	\$9,168.54	107%	-\$308.94	\$459.93
S-615-E	Geotextile Type V	288.000	SY	\$ 3.00	\$ 864.00			SY	\$0.00	124%	-\$204.00	\$53.40
					\$ 323,000.00	\$289,404.05	\$23,595.95	\$0.00	\$313,332.70	97%	\$56,667.30	\$15,668.64

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Publisher's Certificate of Publication

STATE OF MISSISSIPPI COUNTY OF PEARL RIVER

Dan Phelan, being duly sworn, on oath says he is and during all times herein stated has been an employee of Picayune Newsmedia, LLC publisher and printer of the Picayune Item and The Poplarville Democrat (the "Newspaper"), has full knowledge of the facts herein stated as follows:

1. The Newspaper printed the copy of the matter attached hereto (the "Notice") was copied from the columns of the Newspaper and was printed and published in the English language on the following days and dates:

03/26/21, 04/02/21

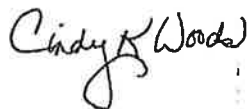
2. The sum charged by the Newspaper for said publication is the actual lowest classified rate paid by commercial customer for an advertisement of similar size and frequency in the same newspaper in which the Notice was published.

3. There are no agreements between the Newspaper, publisher, manager or printer and the officer or attorney charged with the duty of placing the attached legal advertising notice whereby any advantage, gain or profit accrued to said officer or attorney.



Dan Phelan, publisher

Subscribed and sworn to before me this
2nd Day of April, 2021




Cindy Woods, Notary Public
State of Mississippi, County of Pearl River
My commission expires 05-11-2021

Account # 203119
Ad # 1211662

PEARL RIVER COUNTY BOARD OF SUPERVISORS
P.O. BOX 569
POPLARVILLE MS 39470

OFFICE OF STATE AID ROAD CONSTRUCTION MISSISSIPPI DEPARTMENT OF TRANSPORTATION AND PEARL RIVER COUNTY BOARD OF SUPERVISORS

SECTION 900

NOTICE TO CONTRACTORS:

Sealed bids will be received by the Board of Supervisors of Pearl River County, Mississippi at the Pearl River County Courthouse, Poplarville, Mississippi, until 10:00 AM on the 29th day of April, 2021 and shortly thereafter publicly opened for the construction of 6.891 miles of OVERLAY on ROADS "A1" THRU "C" being known as Project No. SAP-55(25)M in Pearl River County, Mississippi. Electronic bids can be submitted at www.centralbidding.com. For any questions relating to the electronic bidding process, please call 225-810-4814.

PRINCIPAL ITEMS OF WORK ARE APPROXIMATELY AS FOLLOWS:

ITEM	QUANTITY	UNIT
ROADWAY ITEMS:		
MOBILIZATION	LUMP SUM	LS
UNCLASSIFIED EXCAVATION (FM)	151,000	CY
GRANULAR MATERIAL (LVM), (CLASS 6, GROUP C)	182,000	CY
HOT MIX ASPHALT, ST 9.5 MM, (BASE REPAIR & EDGE REPAIR)	219,000	TON
HOT MIX ASPHALT, ST 9.5 MM, LEVELING	100,000	TON
COLD MILLING OF BITUMINOUS PAVEMENT, ALL DEPTHS	2,500,000	SY
MAINTENANCE OF TRAFFIC	LUMP SUM	LS
ADDITIONAL CONSTRUCTION SIGNS	0.000	SF
4" WIDE THERMOPLASTIC EDGE STRIPE (CONTINUOUS WHITE) (60 MILS)	13,915	MI
4" WIDE THERMOPLASTIC TRAFFIC STRIPE (SKIP YELLOW) (90 MILS)	3,223	MI
4" WIDE THERMOPLASTIC TRAFFIC STRIPE (CONTINUOUS YELLOW) (90 MILS)	49,785,000	LF
THERMOPLASTIC DETAIL STRIPE (4" EQUIVALENT LENGTH) (WHITE) (60 MILS)	1,340,000	LF
THERMOPLASTIC DETAIL STRIPE (4" EQUIVALENT LENGTH) (YELLOW) (90 MILS)	530,000	LF
THERMOPLASTIC LEGEND (WHITE) (120 MILS)	180,000	LF
THERMOPLASTIC LEGEND (WHITE) (120 MILS)	350,000	SF
TWO-WAY CLEAR REFLECTIVE HIGH PERFORMANCE RAISED MARKERS	925,000	EA
TWO-WAY YELLOW REFLECTIVE HIGH PERFORMANCE RAISED MARKERS	685,000	EA
REFLECTORIZED TRAFFIC WARNING SIGN (ENCAPSULATED LENS)	110,000	EA
REFLECTORIZED TRAFFIC REGULATORY SIGN (ENCAPSULATED LENS)	17,000	EA
REFLECTORIZED TRAFFIC OBJECT MARKER (ENCAPSULATED LENS)(TYPE 3)	32,000	EA
Ultra Thin Asphalt Pavement, UHMA	4,034,000	TON

NOTICE TO CONTRACTORS:

CONTRACT TIME: 60 Working Days

BASIS OF AWARD

The award, if made, will be made to the lowest qualified bidder on the basis of published quantities.

The Board of Supervisors hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprise will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

PLANS AND SPECIFICATIONS are on file in the Office of the Chancery Clerk of Pearl River County, the County Engineer's office and the Office of the State Aid Engineer, 412 E. Woodrow Wilson Avenue, Jackson, Mississippi. This project shall be constructed in accordance with the latest edition of the Mississippi Standard Specifications for State Aid Road and Bridge Construction.

PLANS AND PROPOSALS may be secured from H. Les Dungan, III, County Engineer for Pearl River County, Mississippi, 926 Goodyear Boulevard, Picayune. The Cost is fifty dollars (\$50.00) for plans and fifty dollars (\$50.00) for the proposal, non-refundable. Or official bid documents can be downloaded from Central Bidding at www.centralbidding.com.

Certified check or bid bond for five percent (5%) of the total bid, made payable to Pearl River County and the State of Mississippi must accompany each proposal.

Bidders are hereby notified that any proposal accompanied by letters qualifying in any manner the condition under which the proposal is tendered will be considered an irregular bid and such proposal will not be considered in making the award.

Sandy Kane Smith, President
Pearl River County Board of Supervisors

OFFICE OF STATE AID ROAD CONSTRUCTION BID LETTING- PROJECT #: SAP-55 (25)M			
RANK	CONTRACTOR	SURETY	AMOUNT OF BID
1	HUEY P. STOCKSTILL	HARTFORD ACCIDENT AND INDEMNITY CO.	553,140.00
2	WARREN PAVING	TRAVELERS INSURANCE	669,621.41

Office of State Aid Road- SAP-55 (25)M
Pearl River County
District Engineer- Jay Richardson
29-Apr-2021

				Low Bid			
				553,140.000		669,621.41	
				HUEY P. STOCKSTILL		WARREN PAVING	
				HARTFORD ACCIDENT AND INDEMNITY		TRAVELERS INSURANCE	
				Preliminary Unit	Extended		
ROADWAY							
S-200-A	MOBILIZATION	1.000 LS	75,000.0000	75,000.00	44,000.0000	44,000.00	43,000.0000
S-203-A	UNCLASSIFIED EXCAVATION (FM)	151.000 CY	15.0000	2,265.00	20.0000	3,020.00	146.8000
S-304-A	GRANULAR MATERIAL (LVM), (CLASS 6, GROUP C)	182.000 CY	30.0000	5,460.00	50.0000	9,100.00	154.0000
S-403-A	HOT MIX ASPHALT, ST 9.5 MM, (BASE REPAIR & EDGE REPAIR)	218.000 TON	250.0000	54,750.00	180.0000	39,420.00	54,750.00
S-403-B	HOT MIX ASPHALT, ST 9.5 MM, LEVELING	100.000 TON	150.0000	15,000.00	120.0000	12,000.00	152.8000
S-406-A	COLD MILLING OF BITUMINOUS PAVEMENT, ALL DEPTHS	2500.000 SY	10.0000	25,000.00	5.0000	12,500.00	7.5500
S-618-A	MAINTENANCE OF TRAFFIC	1.000 LS	25,000.0000	25,000.00	20,000.0000	20,000.00	40,000.0000
S-618-B	ADDITIONAL CONSTRUCTION SIGNS	0.000 SF	10.0000	0.00	10.0000	0.00	10.0000
S-621-C	4" WIDE THERMOPLASTIC EDGE STRIPE (CONTINUOUS WHITE) (60 MILS)	13.915 MI	1,500.0000	20,872.50	2,000.0000	27,830.00	2,215.0000
S-621-D	4" WIDE THERMOPLASTIC TRAFFIC STRIPE (SKIP YELLOW) (90 MILS)	3.223 MI	1,000.0000	3,223.00	1,000.0000	3,223.00	1,110.0000
S-621-E-1	4" WIDE THERMOPLASTIC TRAFFIC STRIPE (CONTINUOUS YELLOW) (90 MILS)	48785.000 LF	0.3500	17,424.75	0.4000	19,914.00	0.4500
S-621-G-1	THERMOPLASTIC DETAIL STRIPE (4" EQUIVALENT LENGTH) (WHITE) (60 MILS)	1340.000 LF	1.0000	1,340.00	1.0000	1,340.00	1.1500
S-621-G-2	THERMOPLASTIC DETAIL STRIPE (4" EQUIVALENT LENGTH) (YELLOW) (60 MILS)	530.000 LF	1.0000	530.00	1.0000	530.00	1.1500
S-621-H-1	THERMOPLASTIC LEGEND (WHITE) (120 MILS)	180.000 LF	1.6000	270.00	1.6000	270.00	1.7000
S-621-H-2	THERMOPLASTIC LEGEND (WHITE) (120 MILS)	350.000 SF	6.5000	2,275.00	8.0000	2,100.00	6.6500
S-627-J	TWO-WAY CLEAR REFLECTIVE HIGH PERFORMANCE RAISED MARKERS	925.000 EA	5.0000	4,625.00	4.0000	3,700.00	4.4000
S-627-L	TWO-WAY YELLOW REFLECTIVE HIGH PERFORMANCE RAISED MARKERS	885.000 EA	6.0000	3,425.00	4.0000	2,740.00	4.4000
S-630-A	REFLECTORIZED TRAFFIC WARNING SIGN (ENCAPSULATED LENS)	110.000 EA	200.0000	22,000.00	135.0000	14,850.00	155.0000
S-630-B	REFLECTORIZED TRAFFIC REGULATORY SIGN (ENCAPSULATED LENS)	17.000 EA	200.0000	3,400.00	135.0000	2,295.00	155.0000
S-630-C	REFLECTORIZED TRAFFIC OBJECT MARKER (ENCAPSULATED LENS)(TYPE 3)	32.000 EA	150.0000	4,800.00	110.0000	3,520.00	122.0000
S07-411-A	Ultra Thin Asphalt Pavement, UHMA	4034.000 TON	100.0000	403,400.00	82.0000	330,788.00	95.6000
TOTAL ROADWAY				690,060.25		553,140.00	669,621.41
TOTAL BID				690,060.25		553,140.00	669,621.41
DIFFERENCE						0.00	30,000.00
PERCENTAGE OVER\ (UNDER) :						-19.64%	1.39%

Approved:

H. Les Dungen, III, P.E., P.L.S., County Engineer

000486

State Aid Project No. 000487
SAP-SS(25)M
PEARL RIVER County

ORDER OF PEARL RIVER COUNTY BOARD OF SUPERVISORS AWARDED
 CONTRACT AND ESTABLISHING PROJECT FUND FOR THE ABOVE NUMBERED PROJECT

WHEREAS, said Board has on this the 27th day of APRIL, 20 21 received and
 opened bids on said project, and

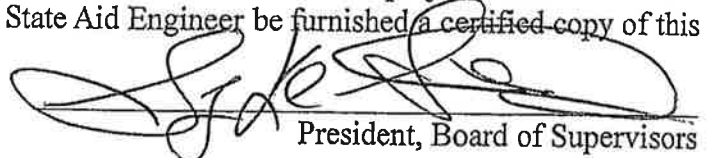
WHEREAS, We, the Board of Supervisors of PEARL RIVER County, Mississippi, having
 advertised for bids on the above numbered project and proof of publication of said advertisement having been
 filed with the Clerk of the Board of Supervisors in the manner and form required by statute, and

WHEREAS, the lowest regular bid was submitted by HUEY P. STOCKSTILL, LLC
 of PICAYUNE, MS in the amount of \$ 553,140.00

NOW, THEREFORE, IT IS HEREBY ORDERED by the Board of Supervisors of PEARL RIVER
 County that the contract be awarded to HUEY P. STOCKSTILL, LLC,
 subject to approval of the State Aid Engineer, and that the President of the Board be and he is hereby authorized
 to execute the contract with the Contractor after a satisfactory performance bond has been furnished.

IT IS FURTHER ORDERED that the project fund in the amount of \$ 580,800.00
 (including 5% contingencies) and an additional amount, limited to 12% of contract construction cost, to cover
 engineering services of \$ 66,400.00, be established by transferring a total of
 \$ 647,200.00 State Aid funds from PEARL RIVER County's State Aid fund to a
 project fund and earmarked for this project. The State Aid Engineer is hereby authorized to take such action as
 necessary to effectuate this transfer. In case of unexpected overruns in costs which would increase the cost of
 the project beyond the amount of the project fund established herein, the State Aid Engineer is further
 authorized to transfer additional funds, limited to 10% of the construction costs, to the project fund as are
 needed to pay such overruns in final construction costs.

IT IS FURTHER ORDERED that the President of the Board is hereby authorized to execute
 Supplemental Agreements to the original contract which do not increase the cost of the project in excess of the
 project fund authorized herein. It is also ordered that the State Aid Engineer be furnished a certified copy of this
 order.


 President, Board of Supervisors

PEARL RIVER County

This is to certify that the foregoing is a true and correct copy of an order passed by the Board of
 Supervisors of PEARL RIVER County, Mississippi, entered upon the minutes of said Board of
 Supervisors, Minute Book No. , Page , same having been adopted at a meeting of said
 Board of Supervisors on the 3rd day of MAY, 20 21




 Clerk of Board of Supervisors

PEARL RIVER County

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 903

CONTRACT (Rev. 03-11-2010)

000488

CONTRACT FOR _____

LOCATED IN THE COUNTY OF _____

STATE OF MISSISSIPPI

COUNTY OF _____

This contract entered into by and between the Board of Supervisors of _____
_____ County, Mississippi, on the one hand, and the
undersigned contractor, on the other, witnesseth:

That in consideration of the payment by the Board of Supervisors of the prices set out in the proposal hereto attached, to the undersigned contractor, such payment to be made in the manner and at the time or times specified in the specifications and the special provisions, if any, the undersigned contractor hereby agrees to accept the prices stated in the proposal in full compensation for the furnishing of all materials and equipment and the executing of all the work contemplated in this contract.

It is understood and agreed that the advertising according to law, the notice to contractors, the instructions to bidders, the proposal for the contract, the specifications, the revisions of the specifications, the special provisions, and also the plans for the work herein contemplated, said plans showing more particularly the details of the work to be done, shall be held to be, and are hereby made a part of this contract by specific reference thereto and with like effect as if each and all of said instruments had been set out fully herein in words and figures.

It is further agreed that for the same consideration the undersigned contractor shall be responsible for all loss or damage arising out of the nature of the work aforesaid, or from the action of the elements, and unforeseen obstructions or difficulties which may be encountered in the prosecution of the same and for all risks of every description connected with the work for faithfully completing the whole work in good and workmanlike manner according to the approved Plans, Specifications, Special Provisions and requirements of the Board of Supervisors and the State Aid Engineer.

It is further agreed that the work shall be done under the direct supervision and to the complete satisfaction of the County Engineer, or his authorized representatives, subject to inspection at all times and approval by the State Aid Engineer, and when Federal Funds are involved, by the Federal Highway Administration, or their agents as the case may be, in accordance with those Acts of the Legislature of the State of Mississippi approved by the Governor and such rules and regulations issued pursuant thereto by the State Aid Engineer of the Mississippi Department of Transportation Authorized Federal Agencies.

The Contractor agrees that all labor as outlined in the Special Provisions will be secured from list furnished by

000489

It is agreed and understood that each and every provision of law and clause required by law to be inserted in this, contract shall be deemed to be inserted herein and this contract shall be read and enforced as though it were included herein and, if through mere mistake or otherwise any such provision is not inserted, or is not correctly inserted. then upon the application of either party hereto, the contract shall forthwith be physically amended to make such insertion.

The Contractor agrees that he has read each and every clause of this Contract, and fully understands the meaning of same and that he will comply with all the terms, covenants and agreements therein set forth.

Witness our signatures this the _____ day of _____ 20 ____

(1) _____ APPROVED _____ 20 ____
Contractor(s)

By _____ (3) _____
State Aid Engineer

TITLE _____
Signed and Sealed in the presence of:
(names and addresses of witnesses)

APPROVED _____ 20 ____

(1) _____

(4) TRANSPORTATION COMMISSION OF THE
STATE OF MISSISSIPPI (Approval of the
Commission not Required when no Federal Funds are
involved.)

SANDY KANE SMITH
(2) BOARD OF SUPERVISORS

Pearl River County
By [Signature]
President

By _____
Executive Director

Award authorized by the Board of Supervisors of _____

County in session on the _____ Day of _____ 20 ____

Minute Book No. _____, Page no. _____

ORDER TO APPROVE ROAD DEPARTMENT'S AGENDA ITEMS

There came on this day to be considered by the Board of Supervisors of Pearl River County, Mississippi, the matter of Road Department's Agenda Items.

Upon motion made by Malcolm Perry and seconded by Hudson Holliday, the following order was adopted, to-wit:

Be It Ordered by the Pearl River County Board of Supervisors to approve the following Road Department's Agenda Items as listed with attachments:

- A. Personnel: James Lee Terminate
- B. Approve Pearl River County School District's request for 2020-2021 bus turnaround addition:
50 RIDGELAND DRIVE
- C. Accept Lease Proposals for (4) 2018 John Deere Backhoe Loader w/Multipurpose buckets
- D. Award Lease Proposal for (4) 2018 John Deere Backhoe Loader w/Multipurpose buckets to PriorityOne, the lowest and best proposal
- E. Accept bid for asphalt distributor truck (Proof of Publication attached)
- F. Award purchase to Mid South Machinery for a asphalt distributor truck

Ordered and adopted, this the 3rd day of May, 2021.

Voting AYE: Donald Hart, Malcolm Perry, Hudson Holliday,
Jason Spence, and Sandy Kane Smith

Voting NAY: None

memo

000491

Pearl River County Road Department

To: Pearl River County Board of Supervisors
From: Charlie Schielder
CC: Marlinda Guerra
Date: 4/29/2021
Re: Personnel

Comments: I would like to terminate: James Lee his last date to work was April 29, 2021.

PEARL RIVER COUNTY SCHOOL DISTRICT
Transportation Department
7441 Highway 11 North
Carriere, MS 39426
Phone (601) 798-9977 Fax (601) 799-0351
www.prc.k12.ms.us

000492

Lisa Beech
Transportation Director
lbeech@prc.k12.ms.us

Jami Smith
Administrative Assistant
jsmith@prc.k12.ms.us

April 28, 2021

Board of Supervisors
Sandy Kane Smith, President
Pearl River County
Post Office Box 569
Poplarville, MS 39470

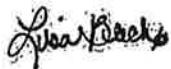
Re: School Bus Turnarounds

Dear Mr. Smith,

The Pearl River County Board of Education met in regular session on Thursday, April 15, 2021 and approved to submit the school bus turnaround to the Board of Supervisors for consideration.

If you have any questions, please feel free to contact my office at (601) 798-9977.

Sincerely,



Lisa Beech

Attachment

LB/js

Specializing in Safely Transporting Pearl River County's Most Precious Cargo!

000493

PEARL RIVER COUNTY SCHOOL DISTRICT

Request for Repair/Maintenance of a School Bus Turnaround

For the School Year of 2020 - 2021

Owner of Property: ALICIA ELLIS

Section: 24 Township: 05 Range: 17

E911 Address: 50 Ridgeland Drive

Supervisor District: 5 Name of Supervisor: SANDY KANE SMITH

Name of Person/Parent (if any) living at requested turnaround:

Alicia Ellis

Name of Bus Driver: Belinda Kirkland

Bus Route Number: Special Needs Route Bus Number: 118

Provide specific directions on how to locate this property. Name of road, major highways, businesses, etc., which will help identify the property.

off of Highway 11

I, Alicia Ellis, as owner of the above-described property, give permission for a school bus turnaround to be maintained on said property.

Alicia Ellis
Signature of Property Owner

4-14-2021
Date

Alicia Buck
Signature of School Transportation Supervisor

April 19, 2021
Date

School Board Action: The Pearl River County School Board of Trustees has reviewed the above application for a school bus turnaround at this meeting on property located at the above state location as being a designated turnaround and now submits the same to the Pearl River County Board of Supervisors for their consideration. You are requested to maintain the driveway / private property leading to said location pursuant to the provision of Section 19-3-42 MS Code 1972, as amended.

Alicia Buck
Signature of Superintendent of Education

4/16/21
Date

BOARD APPROVED

APR 15 2021

Board of Supervisors Action: the above request from the _____ School Board of Trustees is hereby _____ approved _____ rejected by the Pearl River County Board of Supervisors on this the, _____ day of _____, 20____.

President of the Board of Supervisors

Date

Attest: _____, Clerk of the Board



000494



27 April 2021

Lisa Fowler, Purchase Clerk
Pearl River County
PO Box 569
Poplarville, MS 39470

Dear Ms. Fowler,

I appreciate the information you have provided and am pleased to provide you with the following lease proposal for e County, Mississippi. This proposal is subject to final credit approval and assumes use of our standard documentation. This proposal expires 30 days from today unless previously extended in writing. **All pricing is net of applicable taxes.**

Lessee:	Pearl River County
Lessor:	BancLeasing, LLCTM and/or its Assigns
Equipment Type:	(4) 2018 John Deere Backhoe Loader w/Multipurpose buckets
Equipment Cost:	\$259,800 (as of 4/30)
Base Lease Commencement:	1st of the month following total equipment installation & acceptance
Payments Due:	Monthly; In advance (1st of the month)
Lease Type:	Municipal
Base Lease Term:	60 Months
Monthly Payments:	\$4,597 First (1) due at lease signing
Interest Rate:	2.46%
End-of-term:	\$1
Documentation Fee:	\$350
Lease Rate Adjustment:	The lease rate is fixed from the Commencement Date to the end of the initial lease term. It may be adjusted on the Commencement Date to reflect any upward change in either the Prime Rate of interest or like-term U.S. Treasuries as published in the Wall Street Journal.
Lease Accounting:	The lessee and/or its accountants are responsible for determining Lessee's accounting treatment of any lease schedule, including lease classification and tax treatment.
Additional Terms:	This quote is subject to the Lessee designating the agreement as a "qualified tax-exempt obligation" as defined in Section 265(b)(3)(B) of the Internal Revenue Code.

Thank you for the opportunity to work with you. Please contact me with questions or requests for additional information. I look forward to developing a mutually beneficial relationship with you.

Regards,

Bart Shaw
Senior Account Executive
BancLeasing, LLC
214.778.1847 Direct
817.875.3998 Mobile
fbshaw@bancleasing.com

Agreed to & Accepted by:

Lessee: Pearl River County

Signature

Name

Date

Title

SANDY KANE SMITH PRESIDENT
5-3-21

Toll Free 877.274.5327, Ext. 1847

First Government Lease Co.

Lease Purchase Agreement

000495

Lessor: First Government Lease Co.
P.O. Box 8331
Northfield, IL 60093-8331
866.793.9670 or 847.441.5684
Fax 847.441.5012
info@firstgovernment.com

Lessee: Name: **PEARL RIVER COUNTY SHERIFF'S DEPARTMENT.**
Address: 171 Savannah Millard Rd.
City: Poplarville State: MS Zip: 39470
Phone: 601-798-5528

Description of Equipment: **4 2018 John Deere Backhoe Loader**

Total Cash Price **\$ 259,800.00** Number of Pmts. (Term): (60 Monthly)
Less Down Pmt. \$ _____ Amt. of each Pmt. **\$ 5,845.50**
Net \$ _____ Lease Beginning Date **04/28/21**
Interest & A.P.R. **\$90,930.00** First Payment Due Date **06/01/21**
Total Lease Price **\$ 350,730.00**

Lessor hereby leases to lessee that certain equipment described above, subject to the terms, provisions, conditions, and agreements of this lease hereinafter set forth:

1. Said equipment is leased beginning and for the Term specified above.
 2. Lessee agrees to pay lessor one monthly payment specified above on the Lease Beginning Date and equal successive monthly payments until an amount equal to the total lease price specified above has been paid. Any amount due under this Lease which is past due more than ten (10) days shall be subject to a multiple time late payment charge of \$100 per occurrence plus an amount equal to ten percent (10%) of the amount past due.
 3. Lessee agrees to a Revenue Pledge whereas any revenues derived from operations is payable firstly to this Lease Purchase Agreement. Lessee agrees to an Ad Valorem Pledge whereas any state or local government tax based on the value of real property, as determined by the county tax assessor, is first applied to this Lease Purchase Agreement.
 4. Lessee may purchase said equipment at any time during the lease term for the total lease price, less any payment already made and also less a portion of the lease service fee according to a schedule furnished on request by lessor to lessee, shall constitute purchase of the equipment. Also payment of all the monthly payments when due shall automatically constitute purchase of said equipment effective on the last day of the lease period.
 5. Lessee may cancel this Lease Purchase Agreement only with Lessor's written approval at any time within; the first 90 days of lease by giving written notice to Lessor and returning said equipment to Lessor, or to its order, in good condition as received, less normal wear, tear and depreciation. Upon such proper return, Lessee shall have no obligation to make payments coming due after the notice period.
 6. Lessee, at its own cost and expense, shall keep the equipment in good repair, condition and working order and shall furnish any and all parts, mechanism and devices required to keep the equipment in good mechanical and working order. Lessee hereby assumes and shall bear the entire risk of loss and damage to the equipment from any and every cause whatsoever. No loss or damage to the equipment or any part thereof, shall impair any obligation of Lessee under this lease which shall continue in full force and effect. Lessee hereby appoints Lessor as Lessee's attorney in fact with full power to do all things to protect and further Lessee's and Lessor's agreement as set forth herein, including but not limited to, signing and filing UCC's, title applications and taking such other actions as Lessor deems reasonable and necessary. Lessee is obliged within 60 days of the Lease Beginning Date to provide a original duplicate title to Lessor, failing to provide a duplicate title within 60 days of Lease Beginning Date is an event of default.
 7. If Lessee with regard to any item or items of equipment fails to pay any rent or other amount herein provided with 60 days after the same is due and payable, or if Lessee with regard to any item or items of equipment fails to observe, keep or perform any other provision of this lease required to be observed, kept or performed by Lessee, Lessor shall have the right to exercise any one or more of the following remedies: a. To declare the entire amount of rent hereunder immediately due and payable as to any or all items of equipment, without notice or demand to Lessee. b. To sue for and recover all rents, and other payments then accrued or thereafter accruing, with respect to any or all items of equipment. c. To take possession of any or all items of equipment without demand or notice, wherever same may be located, without any court order or other process law. d. To terminate this lease as to any or all items of equipment. e. To pursue any other remedy at law or in equity, notwithstanding any said repossession, or any other action which Lessor may take, Lessee shall be and remain liable for the full performance of all obligations on the part of Lessee to be performed under this lease. f. Lessee further agrees to pay all attorneys' fees incurred by Lessor in enforcing Lessor's rights under this agreement. All such remedies are cumulative, and may be exercised concurrently or separately.
 8. Lessee intends to do all things lawful within its power to obtain and maintain funds from which payments may be made, including making provision for such payments to the extent necessary in each periodic budget submitted and adopted in accordance with applicable provisions of state and local law, to have such portion of the budget approved and to exhaust all available reviews and appeals in the event such portion of the budget is not approved. Lessee reasonably believes that legally available funds in an amount sufficient to make all Lease Payments during the term can be obtained. After a no appropriation, the Lessee may not use other property or equipment to perform the same, or substantially similar, services for a period of one year.
 9. Upon commencement of the Term, title to the equipment shall pass to Lessee from vendor or supplier. Lessee hereby grants a security interest in the equipment described herein, and the proceeds thereof to Lessor.
 10. Lessee agrees to bring any judicial action arising directly or indirectly in connection with this agreement or any transaction covered hereby only in Courts located within Cook County, IL. Lessee also consents and submits to the jurisdiction of any State or Federal Court located within Cook County, IL. The choice of law shall be IL.
 11. I certify that I am duly authorized to act within the powers of my office by executing this Lease Agreement, and the equipment being financed is essential to its governmental mission.
 12. Lessee agrees to produce yearly balance sheets & income statement information to Lessor within 90 days of fiscal year end.
- In witness whereof, the parties hereto have executed this lease this 28 day of APRIL 2021.

By _____ / FIRE CHIEF
First Government Lease Co. (Lessee Signature) (Print Signature and Title)

As Counsel for Lessee, I acknowledge that I have reviewed this Lease Purchase Agreement, the extract of any enabling minutes, and all necessary proceedings taken by the Lessee to authorize and execute this Lease Purchase Agreement, and therefore, I am of the opinion: a. The lessee is a duly constituted public corporation and political subdivision of the State referred to above, and b. This Lease Purchase Agreement has been duly authorized, executed and delivered by an authorized representative of the Lessee and is enforceable against the Lessee in accordance with its terms and conditions, and c. this Lease Purchase Agreement is a legal, valid and binding obligation of the Lessee.

(Counsel Lessee)

(Print Signature and Title)

/TREASURER

memo

000496

Pearl River County Road Department

To: Pearl River County Board of Supervisors
From: Charlie Schielder
CC:
Date: 4/28/2021
Re: Bids for asphalt distributor truck.

Comments: Accept bid for asphalt distributor truck.

000497

Proof

Client	PEARL RIVER COUNTY BOARD OF SUPERVISORS	Phone	(601) 403-2300
Address	ADRAIN LUMPKIN P.O. BOX 569	EMail	alumpkin@pearlrivercounty.net
		Fax	
AD #	1211143	Requested By	PEARL RIVER COUNTY BOARD OF SUPERVISORS
Class	2610	PO #	ADRAIN LUMPKIN
Start Date	03/24/21	Created By	STACEY MEADO
End Date	03/31/21	Creation Date	03/22/2021
Run Dates	10	Dimensions	1 X 9.667
Pubs	The Picayune Item; PicayuneItem	Price	\$74.50
Order #	com 0		
Sales Rep	Stacey Meadows	Phone	
		EMail	stacey.meadows@shelbycountyreporter.com
		Fax	

PUBLIC NOTICE

**NOTICE OF INVITATION
TO BID**

000498

Notice is hereby given that sealed or electronic bids will be received by the Board of Supervisors of Pearl River County, Mississippi for the purpose of purchasing **ONE (1) NEW AND UNUSED ASPHALT DISTRIBUTOR WITH TELESCOPING SPRAYBAR.**

Unpriced bid proposals will be accepted until 10:00 a.m. on Monday, April 19, 2021 at the office of the Pearl River County Administrator, 207 West Pearl Street, Poplarville, Mississippi, 39470, or by electronic bid submission at

www.centralbidding.com. Proposals should be sealed and clearly marked on the outside of the envelope as indicated: **ONE (1) NEW AND UNUSED ASPHALT DISTRIBUTOR WITH TELESCOPING SPRAYBAR.**

Bid Specifications and Procedures may be obtained by contacting the Pearl River County Administrator's Office at (601)403-2308, located at 207 West Pearl Street, Poplarville, 39470 on Monday through Friday between the hours of 8:00a.m. and 5:00p.m. or may be obtained at

www.centralbidding.com.

For any questions relating to electronic downloads and submittals and/or the bidding process, please call Central Bidding at (225)810-4814.

Submitted proposals will be evaluated and vendors submitting acceptable bids/proposals will be invited to submit **PRICED BIDS.**

FINAL BIDDING WILL BE HELD BY ELECTRONIC REVERSE AUCTION ON THURSDAY, APRIL 22, 2021 AT www.centralbidding.com.

Sealed bids may be submitted in the office of Pearl River County Administrator, 207 West Pearl Street, Poplarville, Mississippi, 39470, on Thursday, April 22, 2021 between the hours of 11:00a.m. and 12:00p.m. and will be included in the "live" reverse auction.

The Board expressly reserves the right to accept or reject any or all bids, or any part of any or all bids based on a lowest and best bid determination in the best interest of the County. The Board reserves the right to waive informalities.

WITNESS my signature this the 1st day of March, 2021.

Melinda Smith Bowman, Chancery Clerk

SO ORDERED this the 1st day of March, 2021.

PEARL RIVER COUNTY
BOARD OF SUPERVISORS

Picayune Item:

Mar. 24 and 31, 2021

BIDS/ASPHALT DISTRIBUTOR

Title:	NEW AND UNUSED ASPHALT DISTRIBUTOR WITH TELESCOPING SPRAYBAR
Agency:	Mississippi > Pearl River County
Start date:	22-Apr-2021 11:00:00 AM
End date:	22-Apr-2021 12:00:00 PM

BidID	Username	Bid Amount	Bid Submittal Date/Time	First Name	Last Name	Company name	Email Address	Phone Number
53887	midsouthmachinery	177700.0000	22-Apr-2021 11:41:34 AM	Mark	Henry	Mid South Machinery	mark@gomidsouth.com	601-948-6740
53885	midsouthmachinery	179500.0000	22-Apr-2021 11:08:26 AM	Mark	Henry	Mid South Machinery	mark@gomidsouth.com	601-948-6740

000499

ORDER TO APPROVE TAX ASSESSOR/COLLECTOR'S PERSONNEL

There came on this day to be considered by the Board of Supervisors of Pearl River County, Mississippi, the matter of personnel changes in the Tax Assessor/Collector's Department.

Upon motion made by Hudson Holliday and seconded by Malcolm Perry, the following order was adopted, to-wit:

Be It Ordered by the Pearl River County Board of Supervisors to approve the following and attached personnel changes in the Tax Assessor/Collector's Department:

Brittany Duncan	add full-time
Kaeleigh Bourgeois	add full-time
Crystal Herbert	last day May 12, 2021
Marlie Anderson	last day May 12, 2021

Ordered and adopted, this the 3rd day of May, 2021.

Voting AYE: Donald Hart, Malcolm Perry, Hudson Holliday,
Jason Spence, and Sandy Kane Smith

Voting NAY: None

000501

**Pearl River County
Tax Assessor/Collector**

P. O. Box 569
Poplarville, MS
601-403-2300

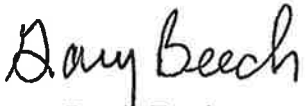
April 22, 2021

Board of Supervisors
Payroll Department

Poplarville, MS

Please make the following a part of your official minutes. Add Brittany Ducan as a full-time deputy tax collector replacing Jackie Necaie effective May 3, 2021.

Sincerely,

A handwritten signature in cursive script that reads "Gary Beech".

Gary Beech, Tax Assessor/Collector
Pearl River County

000502

**Pearl River County
Tax Assessor/Collector**

P. O. Box 569
Poplarville, MS
601-403-2300

April 22, 2021

Board of Supervisors
Payroll Department

Poplarville, MS

Please make the following a part of your official minutes. Add Kaeleigh Bourgeois as a full time deputy tax collector replacing Allison McCormick effective May 6, 2021.

Sincerely,

A handwritten signature in cursive script that reads "Gary Beech".

Gary Beech, Tax Assessor/Collector
Pearl River County

000503

**Pearl River County
Tax Assessor/Collector**

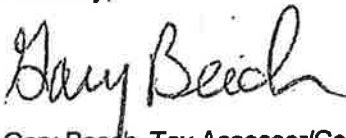
P. O. Box 569
Poplarville, MS
601-403-2300

April 27, 2021

Board of Supervisors
Poplarville, MS

Please make the following a part of your official minutes. Crystal Herbert last day with the Tax Collector's office will be May 12, 2021.

Sincerely,

A handwritten signature in cursive script that reads "Gary Beech".

Gary Beech, Tax Assessor/Collector
Pearl River County

000504

Pearl River County
Tax Assessor/Collector

P. O. Box 569
Poplarville, MS
601-403-2300

April 27, 2021

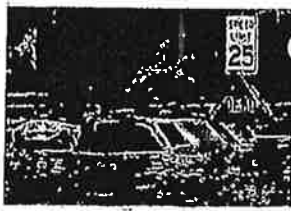
Board of Supervisors
Poplarville, MS

Please make the following a part of your official minutes. Marlie Anderson last day with the Tax Collector's office will be May 12, 2021.

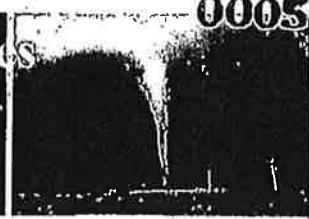
Sincerely,

A handwritten signature in cursive script that reads "Gary Beech".

Gary Beech, Tax Assessor/Collector
Pearl River County



Office of Emergency Services



000506

April 29, 2021

Pearl River County Board of Supervisors:

RE: Dissolve North East fire grading district and expand Steephollow

I would like to request The Board of Supervisors dissolve North East fire grand district and expand Steephollow fire grading district to cover the dissolved North East fire district.

Danny Manley, CEDP, MCEM

Pearl River County Office of Emergency Services
Director

810 Highway 11 South
Poplarville, MS 39470



Phone: (601) 273-1394
Fax: (601) 795-3074

000507

Northeast Fire Dept

April 5, 2021

The Board of Directors of Northeast Fire Department, by unanimous, vote requests that the Northeast Fire Grading District be dissolved.

For Northeast Fire Department:

A handwritten signature in black ink, appearing to read 'Tommy Brown', written over a horizontal line.

Tommy Brown, President

000508

Steephollow VFD
2380 Highway 53
Poplarville, MS 39470

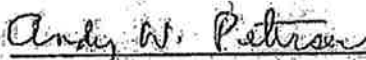
March 8, 2021

The Board of Commissioners of the Steephollow VFD requests that the Steephollow Fire Grading District Boundaries be extended to cover the vacated Northeast Fire Grading District.

Sincerely,



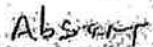
Barbara Smith



Andy W. Peterson



Stacey Smith

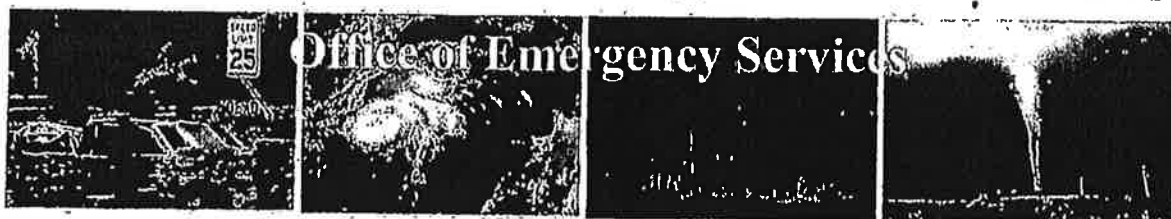


Billy Santiago



Kayla Ladner

0-10-09



April 29, 2021

Pearl River County Board of Supervisors:

RE: Truck Purchase

I would like to request a check for \$12000.00 from Pinegrove fire to McNeill for the purchase of two brush trucks.

1GCGC24U72Z225285

2002 Chevrolet single cab with fire suppression skid.

1GCGC24U33Z223292

2002 Chevrolet single cab with fire suppression skid.

Danny Manley, CEDP, MCEM

A handwritten signature in black ink that reads 'Danny Manley'. The signature is written in a cursive, flowing style.

Pearl River County Office of Emergency Services
Director

810 Highway 11 South
Poplarville, MS 39470



Phone: (601) 273-1394
Fax: (601) 795-3074

ORDER TO APPROVE E-911 ADDRESSING'S AGENDA ITEMS

There came on this day to be considered by the Board of Supervisors of Pearl River County, Mississippi, the matter of E-911 Addressing's Agenda Items.

Upon motion made by Hudson Holliday and seconded by Donald Hart, the following order was adopted, to-wit:

Be It Ordered by the Pearl River County Board of Supervisors to approve the following E-911 Addressing's Agenda Items as listed with attachments:

A. Private road name DIVISION ST to be renamed to CUT OFF LN

B. Private road name BABBIES PLACE

Ordered and adopted, this the 3rd day of May, 2021.

Voting AYE: Donald Hart, Hudson Holliday, Jason Spence, and
Sandy Kane Smith

Voting NAY: None

Absent: Malcolm Perry

PEARL RIVER COUNTY PETITION OF PROPERTY OWNER(S) **000511**
TO RE-NAME PRIVATE ROAD

Date:

This petition must be signed by all the property owner(s) whose property adjoins the new private road.

The road name cannot be more than FIFTEEN (15) characters, to include spaces. No special characters, such as a hyphen or apostrophe can be used. Once the road name has been approved, the PROPERTY OWNERS ARE RESPONSIBLE FOR PURCHASING AND ERECTING A ROAD NAME SIGN within 30 days in accordance with the Pearl River County Enhanced 911 Ordinance. Once the road sign has been erected, the new addresses will be issued. The signs shall be blue with at least 3" white reflective letters. Non-Compliance may result in a \$50.00 fine per property owner. I(we), the property owner(s) request the following private road name DIVISION ST to be renamed to CUT OFF LN. The section of Division St, to be renamed, will come off of Richardson Ozona RD. The section of Division St that comes off of HWY 11 N will remain as Division St. The road will no longer be a through road.

I(we) understand the reason for this request is to improve the emergency response to my (our) residence(s) and that my (our) current address(es) will change. I(we) understand that this is a private road and will not be maintained by Pearl River County.



Signature

Donald Siebenkittel

Print Name

33 Division 37590-0392

Address

Phone No.

6171020000000505

Tax Map Parcel Number

Signature

Print Name

Address

Phone No.

Tax Map Parcel Number

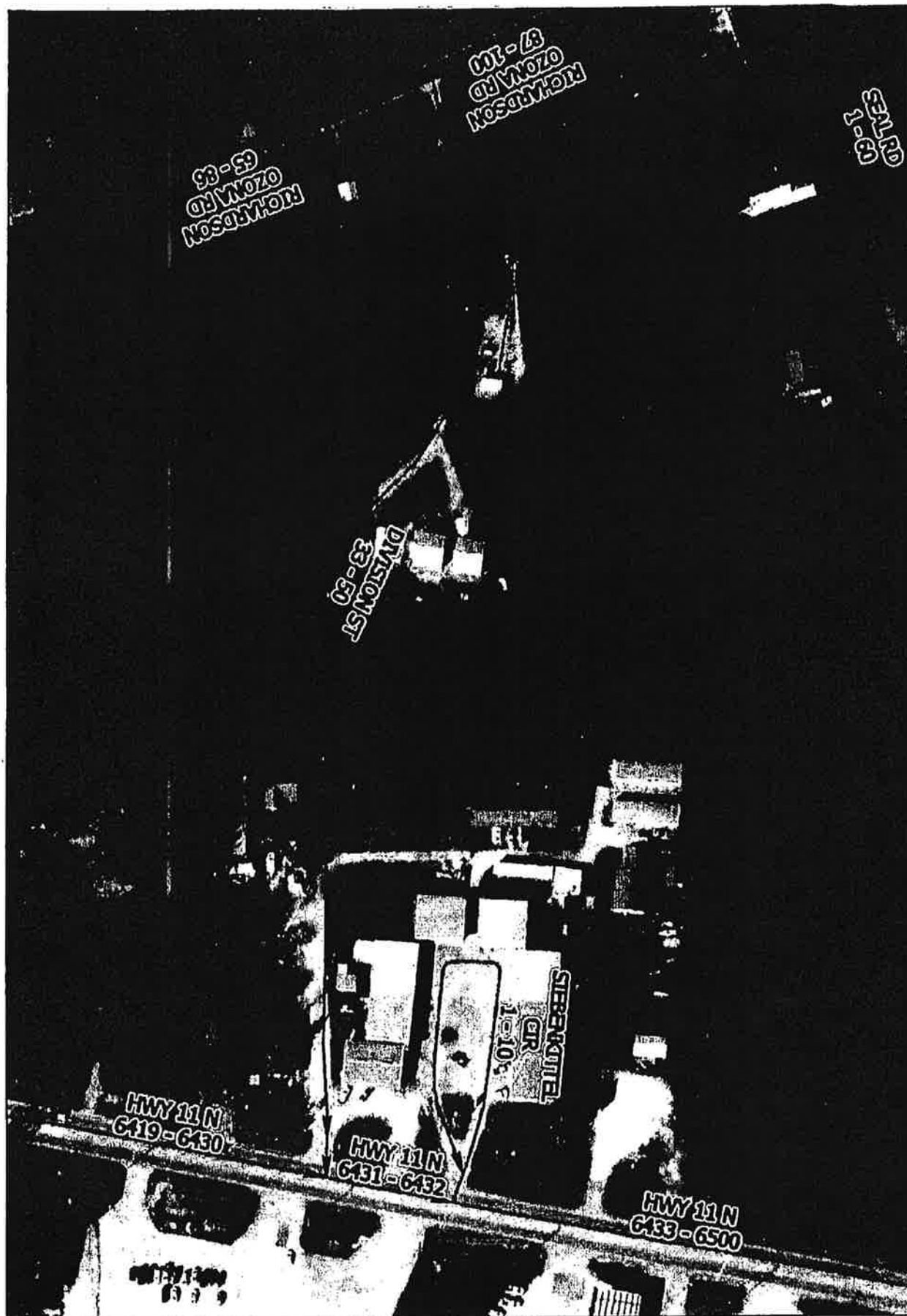
The Pearl River County E-911 Addressing Office has verified each property owner(s) signature(s) regarding this matter.



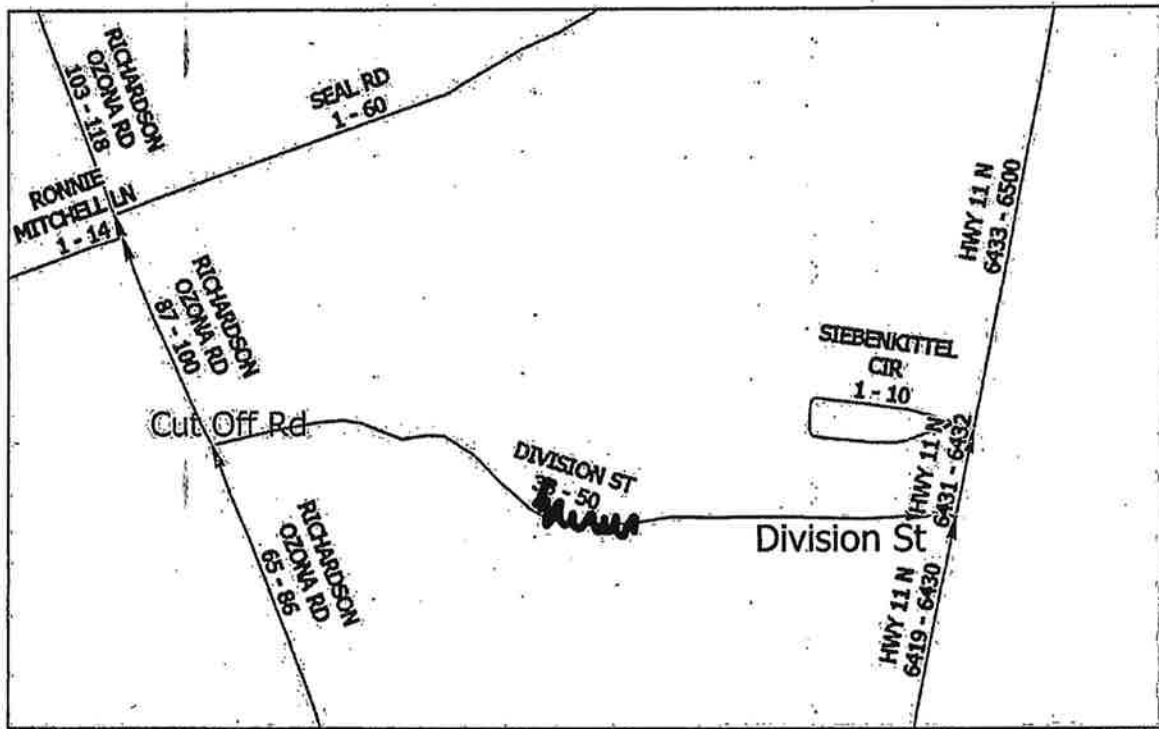
Signature

4/22/21

Date



Approximately 390 feet of road will be removed.
But, the road has been blocked and unused for years.
The blue squiggly line represents the part of the road that will no longer be used.



100-13

PEARL RIVER COUNTY PETITION OF PROPERTY OWNER(S) TO NAME PRIVATE ROAD

Date: 4/26/21

This petition must be signed by all the property owner(s) whose property adjoins the new private road.

The road name cannot be more than **FIFTEEN (15) characters, including spaces**. No special characters, such as, hyphens or apostrophes can be used. Once the road name has been approved, **THE PROPERTY OWNERS ARE RESPONSIBLE FOR PURCHASING AND ERECTING A ROAD NAME SIGN within 30 days** in accordance with the Pearl River County Enhanced 911 Ordinance. Once road sign has been erected, the new addresses will be issued. **The signs shall be blue with at least 3" white reflective letters**. Non-Compliance may result in a \$50.00 fine per property owner, I(we), the property owner(s) request the following private road name:

BABBIES PLACE

I(we) understand the reason for this request is to improve the emergency response to my (our) residence(s) and that my (our) current address(es) will change. I(we) understand that this is a private road and will not be maintained by Pearl River County.

5168270000001600

Tax Map Parcel Number

Tax Map Parcel Number

Michael F. Holmes Sr. Barbara Holmes
Signature

Signature

Michael F Holmes Sr

Barbara G Holmes

601 590 6604

Print Name

Phone No.

Print Name

Phone No.

Tax Map Parcel Number

Tax Map Parcel Number

Signature

Signature

Print Name

Phone No.

Print Name

Phone No.

The Pearl River County E-911 Addressing Office has verified each property owner(s) signature(s) regarding this matter.

Michael F. Holmes Sr.
Signature

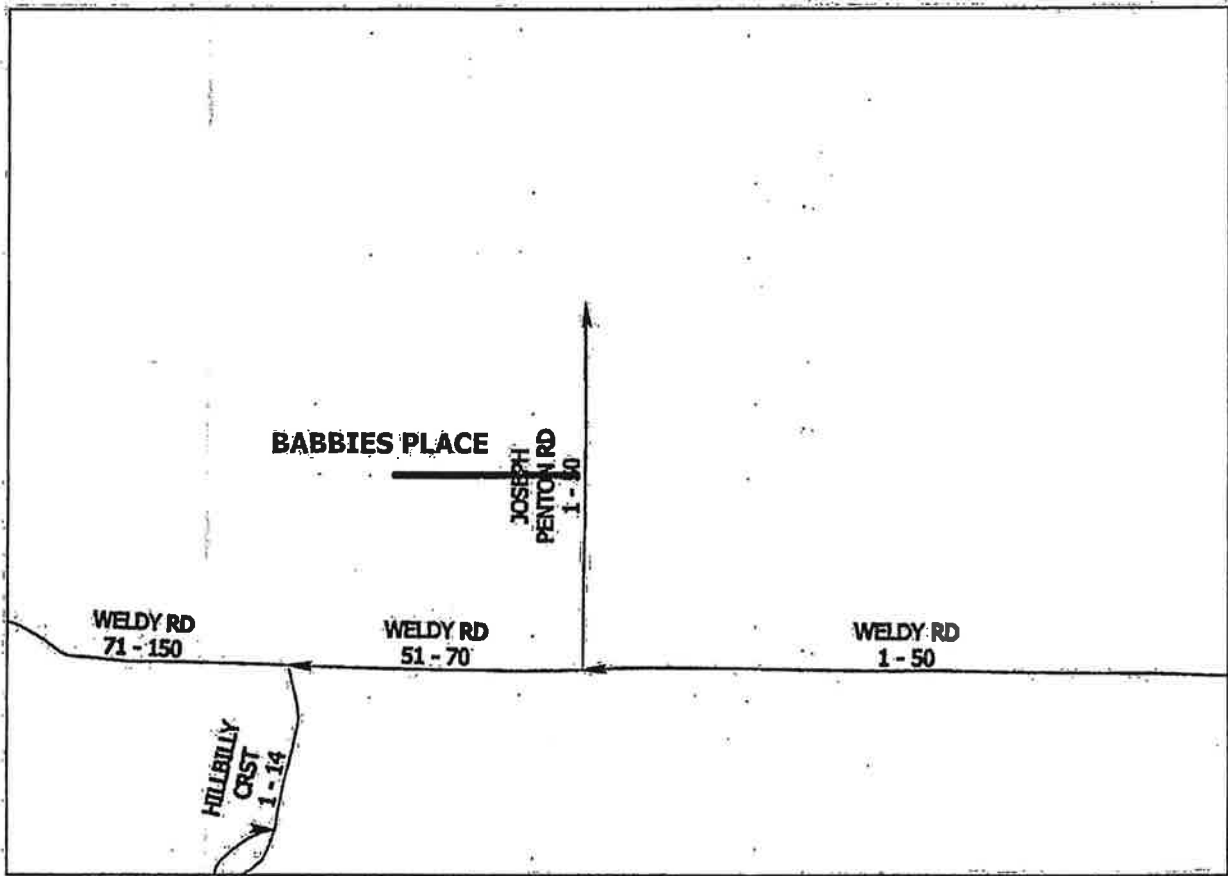
4/28/21
Date

BABBIES PLACE will begin at 13 Joseph Penton RD



000545

BABBIES PLACE will begin at 13 Joseph Penton RD



00051

ORDER TO ACKNOWLEDGE CHANCERY CLERK'S FINANCIAL REPORT
AND SPREAD ON THE MINUTES

There came on this day to be considered by the Board of Supervisors of Pearl River County, Mississippi, the matter of financial update from Chancery Clerk's Office.

Upon motion made by Hudson Holliday and seconded by Malcolm Perry, the following order was adopted, to-wit:

Be It Ordered by the Pearl River County Board of Supervisors to acknowledge attached financial update from Chancery Clerk's Office and spread on the minutes.

Ordered and adopted, this the 3rd day of May, 2021.

Voting AYE: Donald Hart, Malcolm Perry, Hudson Holliday,
Jason Spence, and Sandy Kane Smith

Voting NAY: None



000518

MELINDA SMITH BOWMAN
PEARL RIVER COUNTY CHANCERY CLERK

May 3, 2021

Pearl River County Board of Supervisors

RE: Chancery Clerk's Office Financial Update

With the release of my 2020 Annual Financial Report last month to the Office of the State Auditor, it is my honor to inform you that I have submitted a check for \$318,964.00 to Pearl River County for unused monies collected in the Chancery Clerk's Office last year. I am even more honored to submit to you that since I took office in 2016, I have remained committed to the people of this county to manage this office in a way that will benefit them by reinvesting funds back into the county treasury. With that said, in these last five years my office has met a significant milestone for our citizens in that we have successfully turned over to the County coffers \$1,013,102.00.

As you know, the Chancery Clerk is the only official in our county government required by Mississippi law to pay for my own personnel with fees collected in this office. We are a fee-for-service office which basically runs like a business. With the incoming fees received, I reimburse the county every payday throughout the year for my staff wages, matching retirement and Social Security, in addition to paying for office expenses including the \$49,000 DuProcess Land Recording Software package that is now enabling attorneys and others to access land records remotely via subscription.

With this update, I wanted to give you a glimpse of how the Chancery Clerk's office can add value to our county by adding to the treasury. The state legislature gives freedom to the Chancery Clerk as to how we spend money and legally elevate our own salaries above the state-mandated salary cap. My conviction of managing this office wisely, cross-training staff to do multiple jobs, updating technology to better serve and save money in the long-term, and limiting my own personal salary are all things I hope you see really have made a difference.

I ask for this legislative body to acknowledge acceptance of this financial update and request it be spread on the minutes.

Respectfully,

A handwritten signature in cursive script that reads "Melinda Bowman".
Melinda Bowman

Minute Book Text Detail

Book 0216 Page 519 CONSENT AGENDA ITEMS

Date 5/ 3/2021

ORDER TO APPROVE CONSENT AGENDA ITEMS

There came on this day to be considered by the Board of Supervisors of Pearl River County, Mississippi, the matter to approve Consent Agenda Items.

Upon motion made by Hudson Holliday and seconded by Jason Spence, the following order was adopted, to-wit:

Be It Ordered by the Pearl River County Board of Supervisors to approve the following Consent Agenda Items as listed with attachments:

- A. Approve transfer of \$198,689.98 from General Fund to the Courthouse Annex Fund for the interest payment due on the Annex Bond.
- B. Execute BancorpSouth Equipment Finance Master Lease No. 7023, Schedule No. 044 for Four (4) 2021 Ford F-250 3/4 Ton Pickup Trucks
- C. Acknowledge in minutes the final executed Airport Coronavirus Relief Grant Program (ACRGP) Grant Agreement Grant Number 3-28-0096-017-2021 for Poplarville-Pearl River County Airport.

Ordered and adopted, this the 3rd day of May, 2021.

Voting AYE: Donald Hart, Malcolm Perry, Hudson Holliday,
Jason Spence, and Sandy Kane Smith

Voting NAY: None

SANDY KANE SMITH
President, District Five
MALCOLM PERRY
Vice-President, District Two
DONALD HART
District One



HUDSON HOLLIDAY
District Three
JASON SPENCE
District Four
MELINDA BOWMAN
Clerk of Board

BOARD OF SUPERVISORS
PEARL RIVER COUNTY
P.O. BOX 569
POPLARVILLE, MS 39470
(601) 403-2300
(601) 403-2309 Fax
ADRIN LUMPKIN, JR.
County Administrator

April 28, 2021

Board of Supervisors,

Please approve the transfer of \$198,689.98 from the General Fund to the Courthouse Annex Fund for the interest payment due on the Annex bond.

Thanks,

Adrain

A handwritten signature in cursive script, appearing to read "Adrain", is written below the printed name.

000521



HANCOCK
WHITNEY

INVOICE

CORPORATE TRUST DEPARTMENT

03/03/2021

PEARL RIVER COUNTY
COUNTY ADMINISTRATOR
P.O. BOX 569
POPLARVILLE MS 39470

ADMINISTRATOR COPY

Re: MISSISSIPPI DEVELOPMENT BANK SPECIAL OB
BONDS, SERIES 2018 (PEARL RIVER COUNTY,
MS GENERAL OBLIGATION BOND PROJECT)
DATED SEPTEMBER 14, 2018, \$11,044,000

MDBPRC918

FOR DEBT SERVICE PAYMENT DUE: 05/01/2021

PRINCIPAL DUE: \$	0.00
INTEREST DUE: \$	218,119.00
LESS CAPITALIZED INTEREST: \$	-19,429.02
TOTAL DEBT SERVICE DUE: \$	<u>198,689.98</u>

PAYMENT BY CHECK MUST BE RECEIVED FIVE (5) DAYS PRIOR TO DUE DATE.
PAYMENT BY WIRE MUST BE RECEIVED BY PAYMENT DATE PRIOR TO 11:00 AM CST.
ALL LATE PAYMENTS WILL BE CHARGED A \$75.00 FEE.

BY CHECK:

HANCOCK WHITNEY BANK CORP TRUST
ATTN: SUSAN TSIMORTOS
THE QUARTER SPECIALTY CENTER
1855 LAKELAND DR STE Q230
JACKSON, MS 39216

BY WIRE:

HANCOCK WHITNEY BANK
ATTN: SUSAN R TSIMORTOS
ABA# 065400153 Acct # 700924
REF: 2085018465

201-100-802

000522



April 14, 2021

Pearl River County, Mississippi
200 South Main Street
Poplarville, MS 39470

Re: Master Lease No. 7023, Schedule No. 044
Four (4) 2021 Ford F-250 3/4 Ton Pickup Trucks

Please find the lease documents on the above lease to be executed enclosed. An instruction sheet is attached to help in executing these documents.

Once the paperwork has been completed, please mail it back to:

BancorpSouth Equipment Finance
ATTN: Julie Crabtree
1222 Rogers Ave
Fort Smith, AR 72901

*Please be sure to enclose the original Counsel's Opinion Letter along with your original signed documents.

*Please note that BancorpSouth Equipment Finance must be listed as 1st lienholder on titled vehicles.

If you have any questions or need further assistance, please give Bob Lee a call at 601.554.4513.

Sincerely,

A handwritten signature in cursive script that reads "Julie Crabtree".

Julie Crabtree
Sales Support
Enclosures

INSTRUCTIONS FOR EXECUTING DOCUMENTS

000523

Document

Instructions

Resolution

Section 1. - Name of person authorized to
sign contract

Section 7. - The amount of tax-exempt
obligations (including this contract) made during
this calendar year (since January 1)

Legal Counsel's Opinion

Should be typed on counsel's letterhead

IRS Form 8038-G (or 8038-GC)

No. 2 - List Your Fed. I.D. No., Sign & Date

Special Stipulations

Sign & Date

Exhibit A

Lease Schedule

2nd line - Date of Contract

Exhibit B

Sign & Date

Acceptance Notice

2nd line - Date of Contract

Exhibit C

Date of Contract

Sign & Date

Insurance Certificate or Statement

Send proof of insurance

Invoice

☐ Advance rental ☒ Payments in arrears

PLEASE RETURN ALL EXECUTED DOCUMENTS TO:

Regular Mail

**Municipal Specialist
BancorpSouth Equipment Finance
1222 Rogers Ave
Fort Smith, AR 72901**

Overnight Mail

**Municipal Specialist
BancorpSouth Equipment Finance
1222 Rogers Ave
Fort Smith, AR 72901**

000524

7023 70049-044

SPECIAL STIPULATIONS

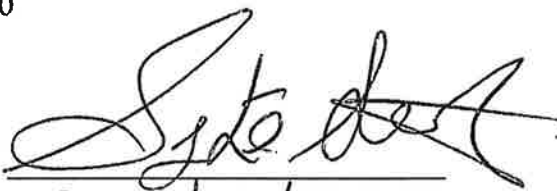
LESSOR: BancorpSouth Equipment Finance,
a division of BancorpSouth Bank
12 Thompson Park
Hattiesburg, MS 39401

By: _____

Title: _____

Date: _____

LESSEE: Pearl River County, Mississippi
200 South Main Street
Poplarville, MS 39470

By:  _____

Title: President

Date: 5-3-21

--NONE--

EXHIBIT A

EQUIPMENT LEASE SCHEDULE

Lease Schedule Number 044

This Lease Schedule No. 044 to the Equipment Lease-Purchase Agreement dated as of March 8, 2005 (the "Agreement") between BancorpSouth Equipment Finance, a division of BancorpSouth Bank, a Mississippi Corporation (the "Lessor") and Pearl River County, Mississippi (the "Lessee"), acting by and through the Board of Supervisors, the Governing Body of the Lessee, is made as of this date.

1. Description of the Equipment. The quantity, item, manufacturer, and model and serial number of the Equipment subject to the Agreement are as appear on Exhibit "B-1" attached hereto and made a part hereof.

2. Location of the Equipment. The Equipment is to be located and delivered to Lessee's premises at 200 South Main Street, POPLARVILLE, MS 39470.

3. Original Rental Term. The term of the Agreement shall be 4 years .

4. Rental Payments. The Lessee agrees to pay the Lessor the original cost of \$106,752.00 for the Equipment hereof described in Exhibit "B-1" attached hereto, upon the terms, and at the times as provided in the Payment Amortization Schedule, attached hereto as Exhibit "B-2" and made a part hereof, with an interest rate of 2.34 percent per annum as provided thereby.

5. This Schedule and its terms and conditions are hereby incorporated by reference in the Agreement.

DATED, this the 3rd day of May, 2020.

LESSOR:

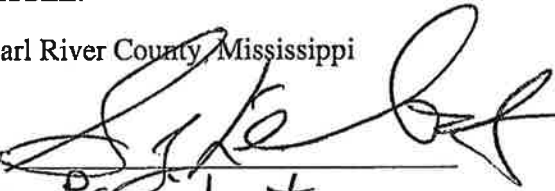
BancorpSouth Equipment Finance, a division
of BancorpSouth Bank

By: _____

Title: _____

LESSEE:

Pearl River County Mississippi

By: Title: President

000526

EXHIBIT B-1

Pearl River County, Mississippi

Master Lease Number: 7023

Schedule Number: 44

One (1) 2021 Ford F-250 Pickup Truck (VIN: 1FT7W2A65MED53497)

One (1) 2021 Ford F-250 Pickup Truck (VIN: 1FT7W2A67MED53498)

One (1) 2021 Ford F-250 Pickup Truck (VIN: 1FT7W2A69MED53499)

One (1) 2021 Ford F-250 Pickup Truck (VIN: 1FT7W2A61MED53500)

P U R C H A S E O R D E R

Pearl River County
Purchasing Department
P O Box 569
Poplarville, MS 39470
Phone (601)403-2300/Fax (601)403-2309

: PO 0005275673 :

Req. No 97666
Page 1

: T O:-----:	: S H I P T O:-----:
: LANDERS FORD SOUTH	: PEARL RIVER COUNTY
: 95 E GOODMAN RD	: PURCHASING DEPARTMENT
: SOUTHHAVEN MS 38671	: 200 SOUTH MAIN STREET
:	: POPLARVILLE, MS 39470
:	:

: Date Ordered : Date Required : Department : Entered by:
: 11/23/2020 : 12/23/2020 : 151 MAINTENANCE BUILDING/GROUND : LPENDER :

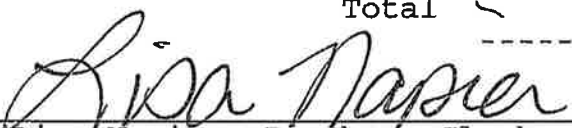
Quantity:	Item Description	Unit Cost	Extension
4.00:	2021 F250 TRUCK PICKUP 3/4 TON CREW CAB :	26498.00EA:	105992.00:
	: 2 WHEEL DRIVE ITEM NO:070-48-52361-2 :	:	:
	: EXTERIOR SILVER JS-INTERI MED EARTH GRAY:	:	:
4.00:	OPTIONS INCLUDE: HEADLINER CLOTH, A/C :	EA:	:
	: ANTI LOCK BRAKES, REAR STEP BUMPER,CLOCK:	:	:
	: AUX TRANS OIL COOLING, MAX ENGINE COOLIN:	:	:
	: DUAL TRAILER TOW MIRRORS, SPARE TIRE :	:	:
	: AUTO 6SPD TRANSMISSION, RESTRAINT SYS :	:	:
	: AIRBAGS, SPEED CONTROL/TILT STEERING :	:	:
	: TRAILER TOW PKG, WIPERS INTERMITTENT :	:	:
	: RADIO AM/FM :	:	:
4.00:	REQ OPTION CODE 176: LONG WHEEL BASE :	190.00EA:	760.00:
	: ***PER BOARD APPROVAL 11/18/200 :	:	:
	: **CONTRACT NO: 8200054014 :	:	:
	:	:	:
	:	:	:
	:	:	:
	:	:	:
	:	:	:
	:	:	:
	:	:	:

20201124

Total ~ \$106,752.00:

Approval : Board of Supervisors

By:


 Lisa Napier, Purchase Clerk

Instructions for Vendor:

1. The purchase order number shall be shown by the vendor on all related invoices, delivery memorandum, bills of lading and/or correspondence.
2. No unit price shall exceed the bid price.
3. A separate invoice for each purchase order shall be rendered immediately following shipment.
4. All prices, unless otherwise specified, are FOB destination with transportation charges prepaid. Ship prepaid, best way unless otherwise instructed. If shipment is made by common carrier, the original prepaid bill must accompany the invoice.
5. Commodities delivered on this order shall be subject to inspection and, if rejected, shall remain the property of the vendor.



CUST#: 139977

INVOICE NUMBER	Salesman 11642 STEVEN BELL	Stock No. 000528 21ST1654F
DEAL NUMBER	F&I Manager SUSAN BARTON	Date 03/25/2021

PURCHASER **PEARL RIVER COUNTY**

ADDRESS **207 WEST PEARL ST** City **POPLARVILLE** State **MS** Zip **39470**

Enter My Order For Yr. **2021** Make **FORD** Type **F250** **PU**

V.I.N. No. **1FT7W2A65MED53497** Mod. # _____ Mlge. **10**

PHONE NO.	601/403-2300
RES.	
BUS.	

UNLESS OTHERWISE SPECIFICALLY STATED, ALL PRICES HEREON SHOWN ARE THE DEALER'S PRICES FOR CASH AND DO NOT CONSTITUTE THE TIME PRICE.

DOCUMENTARY/SERVICE FEE: The fees include complete cosmetic detailing materials, administrative services, notary services, courier service and fuel. This charge represents cost and/or profit to the seller/dealer for items such as inspection, cleaning and adjusting new and used vehicles and preparing documents related to the sale. This fee does not represent any payment for mechanical service, which have been reimbursed to the dealer from the manufacturer.

DISCLAIMER OF WARRANTIES: The seller, Landers, hereby expressly disclaims all warranties, either expressed or implied, including any implied warranty of MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, and Landers neither assumes nor authorizes any other person to assume for it any liability in connection with the sale.

The only warranties applicable to the vehicle are warranties made by the manufacturer. Your rights under any manufacturer's new vehicle warranty shall not be implied hereunder.

Any warranties issued in connection with dealer-installed equipment are warranties of the manufacturer of such equipment and not Landers.

The undersigned further warrants and agrees that Landers shall not be liable for any consequential damages, including, but not limited to, damages for inconvenience, annoyance and mental anguish.

TRADE-IN: In consideration of the amount of the trade-in allowance stated below, all of purchaser's right, title and interest in is hereby assigned, sold, and conveyed to Landers. Purchaser is to execute all documents necessary to transfer certificate of title.

"A DOCUMENT/SERVICE FEE IS NOT AN OFFICIAL FEE AND IS NOT REQUIRED BY LAW. HOWEVER, IT MAY BE CHARGED TO A BUYER/LESSEE FOR THE HANDLING OF DOCUMENTS AND THE PERFORMING OF SERVICES RELATED TO THE SALE OR LEASE AND MAY INCLUDE DEALER PROFIT. THIS NOTICE IS REQUIRED BY REGULATION OF THE MISSISSIPPI MOTOR VEHICLE COMMISSION."

USED CAR ALLOWANCE

UPON VERIFICATION, BUYER AGREES TO PAY AMOUNT EXCEEDING THIS FIGURE. **N/A** Balance Owed

Pay Off Owed To:

Address

Yr. Make Model Color

Lic. No. Ser. No. Mileage

PAYMENT SCHEDULE/LIEN HOLDER

PAYMENT MADE PAYABLE TO: **CASH**

N/A equal monthly installments of \$ **26688.00**

each, first payment due **03/25/2021**

and due the same time of each succeeding month.

THE UNDERSIGNED DEALER HAS THIS DAY SOLD UNDER CONDITIONAL SALES CONTRACT TO THE ABOVE NAMED PURCHASER, THE HEREIN ABOVE DESCRIBED MOTOR VEHICLE, WARRANTS AND COVENANTS THAT THE UNDERSIGNED DEALER IS THE LAWFUL OWNER THEREOF WITH A GOOD RIGHT TO SELL SAME. THAT THERE IS NO LIEN OR ENCUMBRANCE THEREON EXCEPT CONDITIONAL SALES CONTRACT OR CHATTEL MORTGAGE, SIGNED BY ABOVE PURCHASER AND TO BE ASSIGNED TO ABOVE LIEN HOLDER; AND UNDERSIGNED WILL WARRANT AND DEFEND TITLE AGAINST ALL PERSONS EXCEPT ABOVE LIEN HOLDERS.

**LANDERS CHRYSLER DODGE JEEP
LANDERS NISSAN LANDERS AUTO SALES**

BY _____
TITLE CLERK

SWORN TO AND SUBSCRIBED AND

ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____

NOTARY PUBLIC IN AND FOR COUNTY OF DESOTO, STATE OF MISSISSIPPI

NOTARY PUBLIC _____

MY COMMISSION EXPIRES: _____

TITLE TO THE VEHICLE DESCRIBED HEREON REMAINS WITH THE SELLER PENDING CLEARANCE OF CHECK (IF ANY) GIVEN IN PAYMENT THEREOF.

I CERTIFY THAT THIS IS A
TRUE AND EXACT COPY

Vehicle Selling Price	26678	00
Total Car & Accessories	26678	00
Service Contract	N/A	
Gap	N/A	
Trade In Allowance	N/A	
Trade Difference	26678	00
Documentary/Service Fee	N/A	
Business Tax	N/A	
Sub-Total	26678	00
State Sales Tax	N/A	
Local Sales Tax	N/A	
Temporary Tag	N/A	
State License	N/A	
Title Application	10	00
Inspection Fee	N/A	
Wheel Tax	N/A	
Balance Owed On Trade	N/A	
Out of State Tax ()	N/A	
Grand Total	26688	00
Rebate	N/A	
REC. # Deposit	N/A	
REC. # Cash on Del. \$	N/A	
BALANCE DUE IF SOLD FOR CASH	N/A	
AMOUNT FINANCED	26688	00

X Buyers Signature

X Buyers Signature

Accepted By:

[Signature]
STEVE BELL



139977	
NEW	X
USED	

DATE 03/25/2021
 SALESMAN STEVEN BELL
 STOCK # 21ST1654F **000529**
 COLOR ICONIC SILVER

VEHICLE BUYERS ORDER

PURCHASER PEARL RIVER COUNTY

ADDRESS 207 WEST PEARL ST

City POPLARVILLE

State MS

Zip 39470

Enter My Order For 1 Yr. 2021 Make FORD

Type PU

V.I.N. No. 1FT7W2A65MED53497

Mod. # W2A

Mileage 10

PHONE NO.

RES. 601/403-2300

BUS.

UNLESS OTHERWISE SPECIFICALLY STATED, ALL PRICES HEREON SHOWN ARE THE DEALER'S PRICES FOR CASH AND DO NOT CONSTITUTE THE TIME PRICE.

PROCESSING/SERVICE FEE: The fees include complete cosmetic detailing materials, administrative services, notary services, courier service, fuel. This charge represents cost and/or profit to the seller/dealer for items such as inspection, cleaning and adjusting new and used vehicles and preparing documents related to the sale. This fee does not represent any payment for mechanical service, which have been reimbursed to the dealer from the manufacturer.

DISCLAIMER OF WARRANTIES: The seller, Landers, hereby expressly disclaims all warranties, either expressed or implied, including any implied warranty of MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, and Landers neither assumes nor authorizes any other person to assume for it any liability in connection with the sale.

The only warranties applicable to the vehicle are warranties made by the manufacturer. Your rights under any manufacturer's new vehicle warranty shall not be implied hereunder.

Any warranties issued in connection with dealer-installed equipment are warranties of the manufacturer of such equipment and not Landers.

The undersigned further warrants and agrees that Landers shall not be liable for any consequential damages, including, but not limited to, damages for inconvenience, annoyance and mental anguish.

The purchaser of the vehicle described herein understands and agrees that it may have suffered damage or vandalism during production, transit, or while in the control and possession of the Seller. The Purchaser agrees to purchase the vehicle subject to any such damage or vandalism, and agrees that the Seller makes no representations or warranties of any kind, including warranties of merchantability or fitness for a particular purpose, with regard to any such damage or vandalism or any repair thereof.

I warrant that the balance owed on my trade-in is correct as stated below, that there are no liens other than those listed below, and that if the actual amount is greater I will reimburse Landers, and if the amount is less Landers will remit the difference to the lienholder.

I warrant that said vehicle(s) HAS NOT been wrecked, damaged, reconstructed, rebuilt, and does not have a salvage or reconstructed title.

I warrant that the emission control equipment is intact and operational. I have not removed or altered said equipment while in my possession, nor do I have knowledge of anyone else doing so. **TRADE-IN:** In consideration of the amount of the trade-in allowance stated below, all of purchaser's right, title and interest in is hereby assigned, sold, and conveyed to Landers. Purchaser is to execute all documents necessary to transfer certificate of title.

"A DOCUMENT/SERVICE FEE IS NOT AN OFFICIAL FEE AND IS NOT REQUIRED BY LAW. HOWEVER, IT MAY BE CHARGED TO A BUYER/LESSEE FOR THE HANDLING OF DOCUMENTS AND THE PERFORMING OF SERVICES RELATED TO THE SALE OR LEASE AND MAY INCLUDE DEALER PROFIT. THIS NOTICE IS REQUIRED BY REGULATION OF THE MISSISSIPPI MOTOR VEHICLE COMMISSION."

USED CAR ALLOWANCE

UPON VERIFICATION, BUYER AGREES TO PAY AMOUNT EXCEEDING THIS FIGURE.

N/A Balance Owed

Pay Off Owed To:

Address

Yr. Make Model Color

Lic. No. Ser. No. Mileage

PAYMENT SCHEDULE/LIEN HOLDER

PAYMENT MADE PAYABLE TO:

CASH

N/A equal monthly installments of \$ 26688.00

each, first payment due 03/25/2021

and due the same time of each succeeding month.

I (we) agree to pay the balance of purchase price on terms set forth above and will accept delivery within forty-eight (48) hours after being notified that car or truck is ready.

Failure on any part to complete this purchase under the terms of this contract forfeits my deposit as liquidated damages for your expense and efforts incident to this transaction and in which event permits you to dispose of my cash, car or truck without any liability on your part whatsoever. It is further agreed and understood that this instrument is not assignable nor transferable by the purchaser. In the event that any instrument of payment hereunder must be placed in outside hand for collection, I (we) agree to pay interest at the maximum legal rate and attorney or other collection fee and court cost incurred.

It is agreed that you will not be held liable for any delay or failure to make delivery through any cause whatsoever.

It is expressly agreed that legal title to said car or truck shall not pass to me until the full purchase price thereof, including freight and delivery charges, as stipulated above shall have been paid by me. It is also agreed that said vehicle will not be used for hire until fully paid for.

Any new vehicle price quoted is for immediate delivery, but if the price should be increased by the manufacturer before any new car or truck has been assigned to me then this order shall be construed as if the increased price was originally inserted herein.

74700111 ES CI

VEHICLE SELLING PRICE	26678 00
TOTAL CAR & ACCESSORIES	26678 00
SERVICE CONTRACT	N/A
GAP	N/A
TRADE IN ALLOWANCE	N/A
TRADE DIFFERENCE	26678 00
Document/Service Fee	N/A
Business Tax	N/A
Sub-Total	26678 00
State Sales Tax	N/A
Local Sales Tax	N/A
Temporary Tag	N/A
State License	N/A
Title Application	10 00
City License	N/A
Wheel Tax	N/A
Balance Owed On Trade	N/A
Out of State Tax ()	N/A
Grand Total	26688 00
Rebate	N/A
REC. # Deposit	N/A
REC. # Cash on Del. \$	N/A
BALANCE DUE IF SOLD FOR CASH	N/A
	N/A
	N/A
AMOUNT FINANCED	26688 00

THIS VEHICLE RETAIL BUYERS ORDER

is an offer by me to purchase the vehicle described herein on the terms and conditions specified on this document. This agreement is not enforceable except upon the acceptance of my offer by the Sales Manager or other authorized representative of Landers as indicated below. The Buyer agrees that THERE ARE NOT REPRESENTATIONS, WARRANTIES OR CONDITIONS EXCEPT THOSE WHICH ARE WRITTEN WITHIN THE FOUR CORNERS OF THE VEHICLE BUYERS ORDER. The buyer agrees that all prior negotiations and verbal statements and representations are merged into this instrument and any representations not contained herein are void and unenforceable. I WARRANT THAT I AM EIGHTEEN YEARS OF AGE OR OLDER. I ACKNOWLEDGE THAT I HAVE READ THE ADDITIONAL TERMS AND CONDITIONS ON THE BACK OF THIS ORDER AND THAT THEY ARE PART OF THIS CONTRACT.

X Buyers Signature

X Buyers Signature

Accepted By:

STEVE BELL



CUST#: 139977

INVOICE NUMBER	Salesman 11642 STEVEN BELL	Stock # 000530
DEAL NUMBER	F&I Manager HOUSE	Date 03/25/2021
240221		21ST1655F

PURCHASER **PEARL RIVER COUNTY**

ADDRESS 207 WEST PEARL ST	City POPLARVILLE	State MS	Zip 39470
Enter My Order For Yr. 2021	Make FORD	Type F250	PU
V.I.N. No. 1FT7W2A67MED53498	Mod. #	Mlge. 10	
			PHONE NO. RES. 601/403-2300 BUS.

UNLESS OTHERWISE SPECIFICALLY STATED, ALL PRICES HEREON SHOWN ARE THE DEALER'S PRICES FOR CASH AND DO NOT CONSTITUTE THE TIME PRICE.

DOCUMENTARY/SERVICE FEE: The fees include complete cosmetic detailing materials, administrative services, notary services, courier service and fuel. This charge represents cost and/or profit to the seller/dealer for items such as inspection, cleaning and adjusting new and used vehicles and preparing documents related to the sale. This fee does not represent any payment for mechanical service, which have been reimbursed to the dealer from the manufacturer.

DISCLAIMER OF WARRANTIES: The seller, Landers, hereby expressly disclaims all warranties, either expressed or implied, including any implied warranty of MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, and Landers neither assumes nor authorizes any other person to assume for it any liability in connection with the sale.

The only warranties applicable to the vehicle are warranties made by the manufacturer. Your rights under any manufacturer's new vehicle warranty shall not be implied hereunder.

Any warranties issued in connection with dealer-installed equipment are warranties of the manufacturer of such equipment and not Landers.

The undersigned further warrants and agrees that Landers shall not be liable for any consequential damages, including, but not limited to, damages for inconvenience, annoyance and mental anguish.

TRADE-IN: In consideration of the amount of the trade-in allowance stated below, all of purchaser's right, title and interest in is hereby assigned, sold, and conveyed to Landers. Purchaser is to execute all documents necessary to transfer certificate of title.

"A DOCUMENT/SERVICE FEE IS NOT AN OFFICIAL FEE AND IS NOT REQUIRED BY LAW. HOWEVER, IT MAY BE CHARGED TO A BUYER/LESSEE FOR THE HANDLING OF DOCUMENTS AND THE PERFORMING OF SERVICES RELATED TO THE SALE OR LEASE AND MAY INCLUDE DEALER PROFIT. THIS NOTICE IS REQUIRED BY REGULATION OF THE MISSISSIPPI MOTOR VEHICLE COMMISSION."

USED CAR ALLOWANCE

UPON VERIFICATION, BUYER AGREES TO PAY AMOUNT EXCEEDING THIS FIGURE.	N/A	Balance Owed
Pay Off Owed To:		
Address		
Yr.	Make	Model
Lic. No.	Sei. No.	Mileage

PAYMENT SCHEDULE/LIEN HOLDER

PAYMENT MADE PAYABLE TO: **CASH**

N/A equal monthly installments of \$ **26688.00**

each, first payment due **03/25/2021**

and due the same time of each succeeding month.

THE UNDERSIGNED DEALER HAS THIS DAY SOLD UNDER CONDITIONAL SALES CONTRACT TO THE ABOVE NAMED PURCHASER, THE HEREIN ABOVE DESCRIBED MOTOR VEHICLE, WARRANTIES AND COVENANTS THAT THE UNDERSIGNED DEALER IS THE LAWFUL OWNER THEREOF WITH A GOOD RIGHT TO SELL SAME. THAT THERE IS NO LIEN OR ENCUMBRANCE THEREON EXCEPT CONDITIONAL SALES CONTRACT OR CHATTEL MORTGAGE, SIGNED BY ABOVE PURCHASER AND TO BE ASSIGNED TO ABOVE LIEN HOLDER, AND UNDERSIGNED WILL WARRANT AND DEFEND TITLE AGAINST ALL PERSONS EXCEPT ABOVE LIEN HOLDERS.

**LANDERS CHRYSLER DODGE JEEP
LANDERS NISSAN LANDERS AUTO SALES**

BY _____
TITLE CLERK

SWORN TO AND SUBSCRIBED AND
ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____
NOTARY PUBLIC IN AND FOR COUNTY OF DESOTO, STATE OF MISSISSIPPI

NOTARY PUBLIC _____

MY COMMISSION EXPIRES: _____

TITLE TO THE VEHICLE DESCRIBED HEREON REMAINS WITH THE SELLER PENDING CLEARANCE OF CHECK (IF ANY) GIVEN IN PAYMENT THEREOF.

I CERTIFY THAT THIS IS A
TRUE AND EXACT COPY

Vehicle Selling Price	26678	00
Total Car & Accessories	26678	00
Service Contract	N/A	
Gap	N/A	
Trade In Allowance	N/A	
Trade Difference	26678	00
Documentary/Service Fee	N/A	
Business Tax	N/A	
Sub-Total	26678	00
State Sales Tax	N/A	
Local Sales Tax	N/A	
Temporary Tag	N/A	
State License	N/A	
Title Application	10	00
Inspection Fee	N/A	
Wheel Tax	N/A	
Balance Owed On Trade	N/A	
Out of State Tax ()	N/A	
Grand Total	26688	00
Rebate	N/A	
REC. #	Deposit	N/A
REC. #	Cash on Del. \$	N/A
BALANCE DUE IF SOLD FOR CASH		
	N/A	
AMOUNT FINANCED	26688	00

X Buyers Signature

X Buyers Signature

Accepted By:

Steve Bell



139977

NEW	X
USED	

DATE 03/25/2021

SALESMAN STEVEN BELL

STOCK # 21ST1655F 000531

COLOR ICONIC SILVER

VEHICLE BUYERS ORDER

PURCHASER PEARL RIVER COUNTY

ADDRESS 207 WEST PEARL ST

City POPLARVILLE

State MS Zip 39470

Enter My Order For 1 Yr. 2021 Make FORD

Type PU

V.I.N. No. 1FT7W2A67MED53498

Mod. # W2A Mlge. 10

PHONE NO.

RES. 601/403-2300

BUS.

UNLESS OTHERWISE SPECIFICALLY STATED, ALL PRICES HEREON SHOWN ARE THE DEALER'S PRICES FOR CASH AND DO NOT CONSTITUTE THE TIME PRICE.

PROCESSING/SERVICE FEE: The fees include complete cosmetic detailing materials, administrative services, notary services, courier service, fuel. This charge represents cost and/or profit to the seller/dealer for items such as inspection, cleaning and adjusting new and used vehicles and preparing documents related to the sale. This fee does not represent any payment for mechanical service, which have been reimbursed to the dealer from the manufacturer.

DISCLAIMER OF WARRANTIES: The seller, Landers, hereby expressly disclaims all warranties, either expressed or implied, including any implied warranty of MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, and Landers neither assumes nor authorizes any other person to assume for it any liability in connection with the sale.

The only warranties applicable to the vehicle are warranties made by the manufacturer. Your rights under any manufacturer's new vehicle warranty shall not be implied hereunder.

Any warranties issued in connection with dealer-installed equipment are warranties of the manufacturer of such equipment and not Landers.

The undersigned further warrants and agrees that Landers shall not be liable for any consequential damages, including, but not limited to, damages for inconvenience, annoyance and mental anguish.

The purchaser of the vehicle described herein understands and agrees that it may have suffered damage or vandalism during production, transit, or while in the control and possession of the Seller. The Purchaser agrees to purchase the vehicle subject to any such damage or vandalism, and agrees that the Seller makes no representations or warranties of any kind, including warranties of merchantability or fitness for a particular purpose, with regard to any such damage or vandalism or any repair thereof.

I warrant that the balance owed on my trade-in is correct as stated below, that there are no liens other than those listed below, and that if the actual amount is greater I will reimburse Landers, and if the amount is less Landers will remit the difference to the lienholder.

I warrant that said vehicle(s) HAS NOT been wrecked, damaged, reconstructed, rebuilt, and does not have a salvage or reconstructed title.

I warrant that the emission control equipment is intact and operational. I have not removed or altered said equipment while in my possession, nor do I have knowledge of anyone else doing so. TRADE-IN: In consideration of the amount of the trade-in allowance stated below, all of purchaser's right, title and interest in is hereby assigned, sold, and conveyed to Landers. Purchaser is to execute all documents necessary to transfer certificate of title.

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USED CAR ALLOWANCE

UPON VERIFICATION, BUYER AGREES TO PAY AMOUNT EXCEEDING THIS FIGURE.

N/A Balance Owed

Pay Off Owed To:

Address

Yr. Make Model Color

Lic. No. Ser. No. Mileage

PAYMENT SCHEDULE/LIEN HOLDER

PAYMENT MADE PAYABLE TO:

CASH

N/A equal monthly installments of \$ 26688.00

each, first payment due: 03/25/2021

and due the same time of each succeeding month.

I (we) agree to pay the balance of purchase price on terms set forth above and will accept delivery within forty-eight (48) hours after being notified that car or truck is ready.

Failure on any part to complete this purchase under the terms of this contract forfeits my deposit as liquidated damages for your expense and efforts incident to this transaction and in which event permits you to dispose of my cash, car or truck without any liability on your part whatsoever. It is further agreed and understood that this instrument is not assignable nor transferable by the purchaser. In the event that any instrument of payment hereunder must be placed in outside hand for collection, I (we) agree to pay interest at the maximum legal rate and attorney or other collection fee and court cost incurred.

It is agreed that you will not be held liable for any delay or failure to make delivery through any cause whatsoever.

It is expressly agreed that legal title to said car or truck shall not pass to me until the full purchase price thereof, including freight and delivery charges, as stipulated above shall have been paid by me. It is also agreed that said vehicle will not be used for hire until fully paid for.

Any new vehicle price quoted is for immediate delivery, but if the price should be increased by the manufacturer before any new car or truck has been assigned to me then this order shall be construed as if the increased price was originally inserted herein.

VEHICLE SELLING PRICE	26678 00
TOTAL CAR & ACCESSORIES	26678 00
SERVICE CONTRACT	N/A
GAP	N/A
TRADE IN ALLOWANCE	N/A
TRADE DIFFERENCE	26678 00
Document/Service Fee	N/A
Business Tax	N/A
Sub-Total	26678 00
State Sales Tax	N/A
Local Sales Tax	N/A
Temporary Tag	N/A
State License	N/A
Title Application	10 00
City License	N/A
Wheel Tax	N/A
Balance Owed On Trade	N/A
Out of State Tax ()	N/A
Grand Total	26688 00
Rebate	N/A
REC. # - Deposit	N/A
REC. # Cash on Del. \$	N/A
BALANCE DUE IF SOLD FOR CASH	N/A
	N/A
	N/A
AMOUNT FINANCED	26688 00

THIS VEHICLE RETAIL BUYERS ORDER

is an offer by me to purchase the vehicle described herein on the terms and conditions specified on this document. This agreement is not enforceable except upon the acceptance of my offer by the Sales Manager or other authorized representative of Landers as indicated below. The Buyer agrees that THERE ARE NOT REPRESENTATIONS, WARRANTIES OR CONDITIONS EXCEPT THOSE WHICH ARE WRITTEN WITHIN THE FOUR CORNERS OF THE VEHICLE BUYERS' ORDER. The buyer agrees that all prior negotiations and verbal statements and representations are merged into this instrument and any representations not contained herein are void and unenforceable. I WARRANT THAT I AM EIGHTEEN YEARS OF AGE OR OLDER. I ACKNOWLEDGE THAT I HAVE READ THE ADDITIONAL TERMS AND CONDITIONS ON THE BACK OF THIS ORDER AND THAT THEY ARE PART OF THIS CONTRACT.

X Buyers Signature

X Buyers Signature

Accepted By:

STEVEN BELL



CUST#: 139977

INVOICE NUMBER	Salesman 11642 STEVEN BELL	Stock No. 21ST1656F
DEAL NUMBER 240220	F&I Manager HOUSE	Date 03/25/2020

PURCHASER **PEARL RIVER COUNTY**

ADDRESS **207 WEST PEARL ST** City **POPLARVILLE** State **MS** Zip **39470**

Enter My Order For _____ Yr. **2021** Make **FORD** Type **F250** PU

V.I.N. No. **1FT7W2A69MED53499** Mod. # _____ Mlge. **10**

PHONE NO. RES. 601/403-2300 BUS.

UNLESS OTHERWISE SPECIFICALLY STATED, ALL PRICES HEREON SHOWN ARE THE DEALER'S PRICES FOR CASH AND DO NOT CONSTITUTE THE TIME PRICE.

DOCUMENTARY/SERVICE FEE: The fees include complete cosmetic detailing materials, administrative services, notary services, courier service and fuel. This charge represents cost and/or profit to the seller/dealer for items such as inspection, cleaning and adjusting new and used vehicles and preparing documents related to the sale. This fee does not represent any payment for mechanical service, which have been reimbursed to the dealer from the manufacturer.

DISCLAIMER OF WARRANTIES: The seller, Landers, hereby expressly disclaims all warranties, either expressed or implied, including any implied warranty of MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, and Landers neither assumes nor authorizes any other person to assume for it any liability in connection with the sale.

The only warranties applicable to the vehicle are warranties made by the manufacturer. Your rights under any manufacturer's new vehicle warranty shall not be implied hereunder.

Any warranties issued in connection with dealer-installed equipment are warranties of the manufacturer of such equipment and not Landers.

The undersigned further warrants and agrees that Landers shall not be liable for any consequential damages, including, but not limited to, damages for inconvenience, annoyance and mental anguish.

TRADE-IN: In consideration of the amount of the trade-in allowance stated below, all of purchaser's right, title and interest in is hereby assigned, sold, and conveyed to Landers. Purchaser is to execute all documents necessary to transfer certificate of title.

"A DOCUMENT/SERVICE FEE IS NOT AN OFFICIAL FEE AND IS NOT REQUIRED BY LAW. HOWEVER, IT MAY BE CHARGED TO A BUYER/LESSEE FOR THE HANDLING OF DOCUMENTS AND THE PERFORMING OF SERVICES RELATED TO THE SALE OR LEASE AND MAY INCLUDE DEALER PROFIT. THIS NOTICE IS REQUIRED BY REGULATION OF THE MISSISSIPPI MOTOR VEHICLE COMMISSION."

USED CAR ALLOWANCE

UPON VERIFICATION, BUYER AGREES TO PAY AMOUNT EXCEEDING THIS FIGURE. **N/A** Balance Owed

Pay Off Owed To:

Address

Yr. _____ Make _____ Model _____ Color _____

Lic. No. _____ Ser. No. _____ Mileage _____

PAYMENT SCHEDULE/LIEN HOLDER

PAYMENT MADE PAYABLE TO: **CASH**

N/A equal monthly installments of \$ **26688.00**

each, first payment due **03/25/2020**

and due the same time of each succeeding month.

THE UNDERSIGNED DEALER HAS THIS DAY SOLD UNDER CONDITIONAL SALES CONTRACT TO THE ABOVE NAMED PURCHASER, THE HEREIN ABOVE DESCRIBED MOTOR VEHICLE, WARRANTIES AND COVENANTS THAT THE UNDERSIGNED DEALER IS THE LAWFUL OWNER THEREOF WITH A GOOD RIGHT TO SELL SAME. THAT THERE IS NO LIEN OR ENCUMBRANCE THEREON EXCEPT CONDITIONAL SALES CONTRACT OR CHATTEL MORTGAGE, SIGNED BY ABOVE PURCHASER AND TO BE ASSIGNED TO ABOVE LIEN HOLDER, AND UNDERSIGNED WILL WARRANT AND DEFEND TITLE AGAINST ALL PERSONS EXCEPT ABOVE LIEN HOLDERS.

**LANDERS CHRYSLER DODGE JEEP
LANDERS NISSAN LANDERS AUTO SALES**

BY _____
TITLE CLERK

SWORN TO AND SUBSCRIBED AND

ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____

NOTARY PUBLIC IN AND FOR COUNTY OF DESOTO, STATE OF MISSISSIPPI

NOTARY PUBLIC _____

MY COMMISSION EXPIRES: _____

TITLE TO THE VEHICLE DESCRIBED HEREON REMAINS WITH THE SELLER PENDING CLEARANCE OF CHECK (IF ANY) GIVEN IN PAYMENT THEREOF.

I CERTIFY THAT THIS IS A
TRUE AND EXACT COPY

Vehicle Selling Price	26678	00
Total Car & Accessories	26678	00
Service Contract	N/A	
Gap	N/A	
Trade In Allowance	N/A	
Trade Difference	26678	00
Documentary/Service Fee	N/A	
Business Tax	N/A	
Sub-Total	26678	00
State Sales Tax	N/A	
Local Sales Tax	N/A	
Temporary Tag	N/A	
State License	N/A	
Title Application	10	00
Inspection Fee	N/A	
Wheel Tax	N/A	
Balance Owed On Trade	N/A	
Out of State Tax (_____)	N/A	
Grand Total	26688	00
Rebate	N/A	
REC. # _____ Deposit	N/A	
REC. # _____ Cash on Del. \$	N/A	
BALANCE DUE IF SOLD FOR CASH		
	N/A	
AMOUNT FINANCED	26688	00

X Buyers Signature

X Buyers Signature

Accepted By:

Steve Bell

Steve Bell



139977

NEW	X
USED	

240220

DATE 03/25/2020

SALESMAN STEVEN BELL

STOCK # 21ST1656F 000533

COLOR ICONIC SILVER

VEHICLE BUYERS ORDER

PURCHASER PEARL RIVER COUNTY

ADDRESS 207 WEST PEARL ST

City POPLARVILLE

State MS Zip 39470

Enter My Order For 1 Yr. 2021 Make FORD

Type PU

V.I.N. No. 1FT7W2A69MED53499

Mod. # W2A Mlge. 10

PHONE NO.

RES. 601/403-2300

BUS.

UNLESS OTHERWISE SPECIFICALLY STATED, ALL PRICES HEREON SHOWN ARE THE DEALER'S PRICES FOR CASH AND DO NOT CONSTITUTE THE TIME PRICE.

PROCESSING/SERVICE FEE: The fees include complete cosmetic detailing materials, administrative services, notary services, courier service, fuel. This charge represents cost and/or profit to the seller/dealer for items such as inspection, cleaning and adjusting new and used vehicles and preparing documents related to the sale. This fee does not represent any payment for mechanical service, which have been reimbursed to the dealer from the manufacturer.

DISCLAIMER OF WARRANTIES: The seller, Landers, hereby expressly disclaims all warranties, either expressed or implied, including any implied warranty of MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, and Landers neither assumes nor authorizes any other person to assume for it any liability in connection with the sale.

The only warranties applicable to the vehicle are warranties made by the manufacturer. Your rights under any manufacturer's new vehicle warranty shall not be implied hereunder.

Any warranties issued in connection with dealer-installed equipment are warranties of the manufacturer of such equipment and not Landers.

The undersigned further warrants and agrees that Landers shall not be liable for any consequential damages, including, but not limited to, damages for inconvenience, annoyance and mental anguish.

The purchaser of the vehicle described herein understands and agrees that it may have suffered damage or vandalism during production, transit, or while in the control and possession of the Seller. The Purchaser agrees to purchase the vehicle subject to any such damage or vandalism, and agrees that the Seller makes no representations or warranties of any kind, including warranties of merchantability or fitness for a particular purpose, with regard to any such damage or vandalism or any repair thereof.

I warrant that the balance owed on my trade-in is correct as stated below, that there are no liens other than those listed below, and that if the actual amount is greater I will reimburse Landers, and if the amount is less Landers will remit the difference to the lienholder.

I warrant that said vehicle(s) HAS NOT been wrecked, damaged, reconstructed, rebuilt, and does not have a salvage or reconstructed title.

I warrant that the emission control equipment is intact and operational. I have not removed or altered said equipment while in my possession, nor do I have knowledge of anyone else doing so. TRADE-IN: In consideration of the amount of the trade-in allowance stated below, all of purchaser's right, title and interest in is hereby assigned, sold, and conveyed to Landers. Purchaser is to execute all documents necessary to transfer certificate of title.

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USED CAR ALLOWANCE

UPON VERIFICATION, BUYER AGREES TO
PAY AMOUNT EXCEEDING THIS FIGURE.

N/A Balance Owed

Pay Off Owed To:

Address

Yr. Make Model Color

Lic. No. Ser. No. Mileage

PAYMENT SCHEDULE/LIEN HOLDER

PAYMENT MADE PAYABLE TO:

CASH

N/A equal monthly installments of \$ 26688.00

each, first payment due 03/25/2020

and due the same time of each succeeding month.

I (we) agree to pay the balance of purchase price on terms set forth above and will accept delivery within forty-eight (48) hours after being notified that car or truck is ready.

Failure on any part to complete this purchase under the terms of this contract forfeits my deposit as liquidated damages for your expense and efforts incident to this transaction and in which event permits you to dispose of my cash, car or truck without any liability on your part whatsoever. It is further agreed and understood that this instrument is not assignable nor transferable by the purchaser. In the event that any instrument of payment hereunder must be placed in outside hand for collection, I (we) agree to pay interest at the maximum legal rate and attorney or other collection fee and court cost incurred.

It is agreed that you will not be held liable for any delay or failure to make delivery through any cause whatsoever.

It is expressly agreed that legal title to said car or truck shall not pass to me until the full purchase price thereof, including freight and delivery charges, as stipulated above shall have been paid by me. It is also agreed that said vehicle will not be used for hire until fully paid for.

Any new vehicle price quoted is for immediate delivery, but if the price should be increased by the manufacturer before any new car or truck has been assigned to me then this order shall be construed as if the increased price was originally inserted herein.

VEHICLE SELLING PRICE	26678 00
TOTAL CAR & ACCESSORIES	26678 00
SERVICE CONTRACT	N/A
GAP	N/A
TRADE IN ALLOWANCE	N/A
TRADE DIFFERENCE	26678 00
Document/Service Fee	N/A
Business Tax	N/A
Sub-Total	26678 00
State Sales Tax	N/A
Local Sales Tax	N/A
Temporary Tag	N/A
State License	N/A
Title Application	10 00
City License	N/A
Wheel Tax	N/A
Balance Owed On Trade	N/A
Out of State Tax ()	N/A
Grand Total	26688 00
Rebate	N/A
REC. # Deposit	N/A
REC. # Cash on Del. \$	N/A
BALANCE DUE IF SOLD FOR CASH	N/A
	N/A
	N/A
AMOUNT FINANCED	26688 00

THIS VEHICLE RETAIL BUYERS ORDER

is an offer by me to purchase the vehicle described herein on the terms and conditions specified on this document. This agreement is not enforceable except upon the acceptance of my offer by the Sales Manager or other authorized representative of Landers as indicated below. The Buyer agrees that THERE ARE NOT REPRESENTATIONS, WARRANTIES OR CONDITIONS EXCEPT THOSE WHICH ARE WRITTEN WITHIN THE FOUR CORNERS OF THE VEHICLE BUYERS ORDER. The buyer agrees that all prior negotiations and verbal statements and representations are merged into this instrument and any representations not contained herein are void and unenforceable. I WARRANT THAT I AM EIGHTEEN YEARS OF AGE OR OLDER. I ACKNOWLEDGE THAT I HAVE READ THE ADDITIONAL TERMS AND CONDITIONS ON THE BACK OF THIS ORDER AND THAT THEY ARE PART OF THIS CONTRACT.

X Buyers Signature

X Buyers Signature

Accepted By:

Steve Bell



CUST#: 139977

INVOICE NUMBER	Salesman 11642 STEVEN BELL	Stock No. 21ST1664F
DEAL NUMBER 240219	F&I Manager HOUSE	Date 03/25/2021

PURCHASER **PEARL RIVER COUNTY**

ADDRESS **207 WEST PEARL ST** City **POPLARVILLE** State **MS** Zip **39470**

Enter My Order For **Yr. 2021** Make **FORD** Type **F250** PU

V.I.N. No. **1FT7W2A61MED53500** Mod. # _____ Mlge. **10**

PHONE NO.	
RES.	601/403-2300
BUS.	

UNLESS OTHERWISE SPECIFICALLY STATED, ALL PRICES HEREON SHOWN ARE THE DEALER'S PRICES FOR CASH AND DO NOT CONSTITUTE THE TIME PRICE.

DOCUMENTARY/SERVICE FEE: The fees include complete cosmetic detailing materials, administrative services, notary services, courier service and fuel. This charge represents cost and/or profit to the seller/dealer for items such as inspection, cleaning and adjusting new and used vehicles and preparing documents related to the sale. This fee does not represent any payment for mechanical service, which have been reimbursed to the dealer from the manufacturer.

DISCLAIMER OF WARRANTIES: The seller, Landers, hereby expressly disclaims all warranties, either expressed or implied, including any implied warranty of MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, and Landers neither assumes nor authorizes any other person to assume for it any liability in connection with the sale.

The only warranties applicable to the vehicle are warranties made by the manufacturer. Your rights under any manufacturer's new vehicle warranty shall not be implied hereunder.

Any warranties issued in connection with dealer-installed equipment are warranties of the manufacturer of such equipment and not Landers.

The undersigned further warrants and agrees that Landers shall not be liable for any consequential damages, including, but not limited to, damages for inconvenience, annoyance and mental anguish.

TRADE-IN: In consideration of the amount of the trade-in allowance stated below, all of purchaser's right, title and interest in is hereby assigned, sold, and conveyed to Landers. Purchaser is to execute all documents necessary to transfer certificate of title.

"A DOCUMENT/SERVICE FEE IS NOT AN OFFICIAL FEE AND IS NOT REQUIRED BY LAW. HOWEVER, IT MAY BE CHARGED TO A BUYER/LESSEE FOR THE HANDLING OF DOCUMENTS AND THE PERFORMING OF SERVICES RELATED TO THE SALE OR LEASE AND MAY INCLUDE DEALER PROFIT. THIS NOTICE IS REQUIRED BY REGULATION OF THE MISSISSIPPI MOTOR VEHICLE COMMISSION."

USED CAR ALLOWANCE

UPON VERIFICATION, BUYER AGREES TO PAY AMOUNT EXCEEDING THIS FIGURE. **N/A** Balance Owed

Pay Off Owed To:

Address

Yr. Make Model Color

Lic. No. Ser. No. Mileage

PAYMENT SCHEDULE/LIEN HOLDER

PAYMENT MADE PAYABLE TO: **CASH**

N/A equal monthly installments of \$ **26688.00**

each, first payment due **03/25/2021**

and due the same time of each succeeding month.

THE UNDERSIGNED DEALER HAS THIS DAY SOLD UNDER CONDITIONAL SALES CONTRACT TO THE ABOVE NAMED PURCHASER, THE HEREIN ABOVE DESCRIBED MOTOR VEHICLE, WARRANTS AND COVENANTS THAT THE UNDERSIGNED DEALER IS THE LAWFUL OWNER THEREOF WITH A GOOD RIGHT TO SELL SAME. THAT THERE IS NO LIEN OR ENCUMBRANCE THEREON EXCEPT CONDITIONAL SALES CONTRACT OR CHATTEL MORTGAGE, SIGNED BY ABOVE PURCHASER AND TO BE ASSIGNED TO ABOVE LIEN HOLDER, AND UNDERSIGNED WILL WARRANT AND DEFEND TITLE AGAINST ALL PERSONS EXCEPT ABOVE LIEN HOLDERS.

**LANDERS CHRYSLER DODGE JEEP
LANDERS NISSAN LANDERS AUTO SALES**

BY _____
TITLE CLERK

SWORN TO AND SUBSCRIBED AND

ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____

NOTARY PUBLIC IN AND FOR COUNTY OF DESOTO, STATE OF MISSISSIPPI

NOTARY PUBLIC _____

MY COMMISSION EXPIRES: _____

TITLE TO THE VEHICLE DESCRIBED HEREON REMAINS WITH THE SELLER PENDING CLEARANCE OF CHECK (IF ANY) GIVEN IN PAYMENT THEREOF.

I CERTIFY THAT THIS IS A
TRUE AND EXACT COPY

Vehicle Selling Price	26678	00
Total Car & Accessories	26678	00
Service Contract	N/A	
Gap	N/A	
Trade In Allowance	N/A	
Trade Difference	26678	00
Documentary/Service Fee	N/A	
Business Tax	N/A	
Sub-Total	26678	00
State Sales Tax	N/A	
Local Sales Tax	N/A	
Temporary Tag	N/A	
State License	N/A	
Title Application	10	00
Inspection Fee	N/A	
Wheel Tax	N/A	
Balance Owed On Trade	N/A	
Out of State Tax (_____)	N/A	
Grand Total	26688	00
Rebate	N/A	
REC. #	Deposit	N/A
REC. #	Cash on Del. \$	N/A
BALANCE DUE IF SOLD FOR CASH		
	N/A	
AMOUNT FINANCED	26688	00

X Buyers Signature

X Buyers Signature

Accepted By:

[Handwritten Signature]
[Handwritten Signature]
[Handwritten Signature]

Accepted By:

DRAFT COPY - PAYMENT DUE DATE WILL BE AMENDED AT CLOSING

Nominal Annual Rate: 2.340%

Cash Flow Data - Leases and Lease Payments

	Event	Date	Amount	Number	Period	End Date
1	Lease	04/14/2021	106,752.00	1		
2	Lease Payment	05/14/2021	2,331.87	48	Monthly	04/14/2025

TValue Amortization Schedule - Normal, 30E3/360

	Date	Lease Payment	Interest	Principal	Balance
Lease	04/14/2021				106,752.00
1	05/14/2021	2,331.87	208.17	2,123.70	104,628.30
2	06/14/2021	2,331.87	204.03	2,127.84	102,500.46
3	07/14/2021	2,331.87	199.88	2,131.99	100,368.47
4	08/14/2021	2,331.87	195.72	2,136.15	98,232.32
5	09/14/2021	2,331.87	191.55	2,140.32	96,092.00
6	10/14/2021	2,331.87	187.38	2,144.49	93,947.51
7	11/14/2021	2,331.87	183.20	2,148.67	91,798.84
8	12/14/2021	2,331.87	179.01	2,152.86	89,645.98
2021 Totals		18,654.96	1,548.94	17,106.02	
9	01/14/2022	2,331.87	174.81	2,157.06	87,488.92
10	02/14/2022	2,331.87	170.60	2,161.27	85,327.65
11	03/14/2022	2,331.87	166.39	2,165.48	83,162.17
12	04/14/2022	2,331.87	162.17	2,169.70	80,992.47
13	05/14/2022	2,331.87	157.94	2,173.93	78,818.54
14	06/14/2022	2,331.87	153.70	2,178.17	76,640.37
15	07/14/2022	2,331.87	149.45	2,182.42	74,457.95
16	08/14/2022	2,331.87	145.19	2,186.68	72,271.27
17	09/14/2022	2,331.87	140.93	2,190.94	70,080.33
18	10/14/2022	2,331.87	136.66	2,195.21	67,885.12
19	11/14/2022	2,331.87	132.38	2,199.49	65,685.63
20	12/14/2022	2,331.87	128.09	2,203.78	63,481.85
2022 Totals		27,982.44	1,818.31	26,164.13	
21	01/14/2023	2,331.87	123.79	2,208.08	61,273.77
22	02/14/2023	2,331.87	119.48	2,212.39	59,061.38
23	03/14/2023	2,331.87	115.17	2,216.70	56,844.68
24	04/14/2023	2,331.87	110.85	2,221.02	54,623.66
25	05/14/2023	2,331.87	106.52	2,225.35	52,398.31

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	Date	Lease Payment	Interest	Principal	Balance
26	06/14/2023	2,331.87	102.18	2,229.69	50,168.62
27	07/14/2023	2,331.87	97.83	2,234.04	47,934.58
28	08/14/2023	2,331.87	93.47	2,238.40	45,696.18
29	09/14/2023	2,331.87	89.11	2,242.76	43,453.42
30	10/14/2023	2,331.87	84.73	2,247.14	41,206.28
31	11/14/2023	2,331.87	80.35	2,251.52	38,954.76
32	12/14/2023	2,331.87	75.96	2,255.91	36,698.85
2023 Totals		27,982.44	1,199.44	26,783.00	
33	01/14/2024	2,331.87	71.56	2,260.31	34,438.54
34	02/14/2024	2,331.87	67.16	2,264.71	32,173.83
35	03/14/2024	2,331.87	62.74	2,269.13	29,904.70
36	04/14/2024	2,331.87	58.31	2,273.56	27,631.14
37	05/14/2024	2,331.87	53.88	2,277.99	25,353.15
38	06/14/2024	2,331.87	49.44	2,282.43	23,070.72
39	07/14/2024	2,331.87	44.99	2,286.88	20,783.84
40	08/14/2024	2,331.87	40.53	2,291.34	18,492.50
41	09/14/2024	2,331.87	36.06	2,295.81	16,196.69
42	10/14/2024	2,331.87	31.58	2,300.29	13,896.40
43	11/14/2024	2,331.87	27.10	2,304.77	11,591.63
44	12/14/2024	2,331.87	22.60	2,309.27	9,282.36
2024 Totals		27,982.44	565.95	27,416.49	
45	01/14/2025	2,331.87	18.10	2,313.77	6,968.59
46	02/14/2025	2,331.87	13.59	2,318.28	4,650.31
47	03/14/2025	2,331.87	9.07	2,322.80	2,327.51
48	04/14/2025	2,331.87	4.36	2,327.51	0.00
2025 Totals		9,327.48	45.12	9,282.36	
Grand Totals		111,929.76	5,177.76	106,752.00	

000538

7023 70049-044

EQUIPMENT ACCEPTANCE NOTICE

TO: BancorpSouth Equipment Finance, a division of BancorpSouth Bank

RE: Equipment Lease-Purchase Agreement dated as of March 8, 2005 .

Pearl River County, Mississippi (the "Lessee"), acting by and through the Board of Supervisors, the Governing Body of the Lessee, hereby acknowledge receipt in good condition and working order of the equipment (the "Equipment") as listed on Exhibit "C-1" attached hereto and made a part hereof and further described in the invoices attached hereto and made a part hereof. The Equipment is subject to the Equipment Lease-Purchase Agreement dated as of March 8, 2005 between Lessor and Lessee. Lessee certifies to Lessor that the Lessee has inspected the Equipment and that the Equipment is acceptable and approves supplier's(s') invoices for the Equipment and requests that Lessor make payment of such invoices.

Lessee further acknowledges that it selected the Equipment so received. LESSEE AGREES THAT LESSOR MADE NO REPRESENTATIONS AND WARRANTIES WHATEVER, DIRECTLY OR INDIRECTLY, EXPRESS OR IMPLIED, AS TO THE SUITABILITY, DURABILITY, FITNESS FOR USE, MERCHANTABILITY, CONDITION, QUALITY, OR OTHERWISE OF SUCH EQUIPMENT. LESSEE SPECIFICALLY WAIVES ALL RIGHT TO MAKE ANY CLAIM AGAINST LESSOR ITS ASSIGNS FOR BREACH OF ANY WARRANTY, OR TO INTERPOSE OR ASSERT ANY SUCH DEFENSE, COUNTERCLAIM OR SETOFF.

LESSEE:

Pearl River County, Mississippi

By: 

Title: President

Date: 5-3-21

EXHIBIT C

000539

EXHIBIT C-1

Pearl River County, Mississippi

Master Lease Number: 7023

Schedule Number: 44

One (1) 2021 Ford F-250 Pickup Truck (VIN: 1FT7W2A65MED53497)

One (1) 2021 Ford F-250 Pickup Truck (VIN: 1FT7W2A67MED53498)

One (1) 2021 Ford F-250 Pickup Truck (VIN: 1FT7W2A69MED53499)

One (1) 2021 Ford F-250 Pickup Truck (VIN: 1FT7W2A61MED53500)

DISBURSEMENT REQUEST

Please disburse to: Landers Ford South

Amount to disburse: \$106,752.00

Form of disbursement: Wire

By: Pearl River County, Mississippi

Name: _____

Title: _____

Date: _____



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Williams, Williams & Montgomery, P. A.

ATTORNEYS AT LAW

109 W. Erlanger Street
P. O. Box 113
Poplarville, Mississippi 39470

Telephone (601) 795-4572
Fax (601) 795-0365
www.wwmattorneys.com

April 26, 2021

POPLARVILLE

Joseph H. Montgomery
E. Bragg Williams, III
Michael E. Patten
Gregory P. Holcomb
Raymond J. Patten

E. B. Williams 1890-1976
E. B. Williams, Jr. 1917-1990
Lampton O. Williams 1918-2015

HATTIESBURG

L. O'Neal Williams, Jr.
Cory M. Williams

140 Mayfair Road
Suite 1100
Hattiesburg, MS 39402
Telephone: (601) 271-7943
Fax: (601) 271-7875

BancorpSouth Equipment Finance,
a division of BancorpSouth Bank
12 Thompson Park
Hattiesburg, MS 39401

**Re: Lease-Purchase of Equipment by Pearl River County, Mississippi
Schedule No. 044 to Master Lease No. 7023**

Ladies and Gentlemen:

Pursuant to your request, we hereby render the following opinion regarding the Equipment Lease-Purchase Agreement (the "Agreement") between Pearl River County, Mississippi (the "Lessee"), the Board of Supervisors (the "Governing Body"), and BancorpSouth Equipment Finance, a division of BancorpSouth Bank (the "Lessor") dated March 8, 2005.

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

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

1. Lessee and the Governing body have full power, authority and legal right to execute, deliver and perform the terms of the Agreement. The Agreement has been duly authorized by all necessary action on the part of Lessee and the Governing Body and any other governing authority and does not require the approval of, or the giving of notice to, any other federal, state, local, or foreign governmental authority and does not contravene any law binding on Lessee or the Governing Body or contravene any indenture, credit agreement or other agreement to which Lessee or the Governing Body is a party or by which it is bound.
2. The Agreement has been duly authorized, executed and delivered and constitutes a valid and binding obligation of Lessee and the Governing Body enforceable in accordance with its terms.

April 26, 2021
Page Two

3. All required procedures for execution of the Agreement, including competitive bidding, if applicable, have been complied with, and all rentals will be paid out of funds which are legally available for such purposes.
4. With respect to the tax-exempt status of the interest portion of rental payments under the Agreement, under present law:
 - (a) The Agreement is a conditional sales agreement which qualifies as an obligation for purposes of Section 103(a) of the Internal Revenue Code of 1986, as amended (the "Code"), and Treasury regulations and rulings hereunder.
 - (b) The interest portion of the rental payments under the terms of the Agreement is exempt from federal income taxation pursuant to Section 103(a) of the Code and the Treasury regulations and rulings thereunder.
5. There are no pending or threatened actions or proceedings before any court, administrative agency or other tribunal or body against Lessee or the Governing Body which may materially affect Lessee's or the Governing Body's financial condition or operations, or which could have any effect whatsoever upon the validity, performance or enforceability of the terms of the Agreement.

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

Sincerely,

BOARD OF SUPERVISORS
PEARL RIVER COUNTY, MISSISSIPPI

By: 
Joe H. Montgomery

Its: Attorney

JHM:lal

**RESOLUTION AUTHORIZING AND APPROVING EXECUTION
OF AN EQUIPMENT LEASE-PURCHASE AGREEMENT WITH
BANCORPSOUTH EQUIPMENT FINANCE, A DIVISION OF BANCORPSOUTH BANK
FOR THE PURPOSE OF LEASE-PURCHASING CERTAIN EQUIPMENT**

WHEREAS, the Board of Supervisors, the Governing Body (the "Governing Body") of Pearl River County, Mississippi (the "Lessee"), acting for and on the behalf of the Lessee hereby finds, determines and adjudicates as follows:

1. The Lessee desires to enter into an Equipment Lease-Purchase Agreement with the Exhibits attached thereto in substantially the same form as attached hereto as Exhibit "A" (the "Agreement") with BancorpSouth Equipment Finance, a division of BancorpSouth Bank (the "Lessor") for the purpose of presently purchasing the equipment as described therein for the total cost specified therein (collectively the "Equipment") and to purchase such other equipment from time to time in the future upon appropriate approval;

2. The Lessee is authorized pursuant to Section 31-7-13(e) of the Mississippi Code of 1972, as amended, to acquire equipment and furniture by Lease-Purchase agreement and pay interest thereon by contract for a term not to exceed 5 years;

3. It is in the best interest of the residents served by Lessee that the Lessee acquire the Equipment pursuant to and in accordance with the terms of the Agreement; and

4. It is necessary for the Lessee to approve and authorize the Agreement.

5. The Lessee desires to designate the Agreement as a qualified tax-exempt obligation of Lessee for purposes of Section 265(b)(3) of the Internal Revenue Code of 1986 (the "Code").

NOW, THEREFORE, BE IT RESOLVED by this Governing Body for and on behalf of the Lessee as follows:

Section 1. The Agreement and Exhibits attached thereto in substantially the same form as attached hereto as Exhibit "A" by and between the Lessor and the Lessee is hereby approved and _____ (the "Authorized Officer") is hereby authorized and directed to execute said Agreement on behalf of the Lessee.

Section 2. The Agreement is being issued in calendar year _____.

Section 3. Neither any portion of the gross proceeds of the Agreement nor the Equipment identified to the Agreement shall be used (directly or indirectly) in a trade or business carried on by any person other than a governmental unit, except for such use as a member of the general public.

Section 4. No portion of the rental payments identified in the Agreement (a) is secured, directly or indirectly, by property used or to be used in a trade or business carried on by a person other than a governmental unit, except for such use as a member of the general public, or by payments in respect of such property; or (b) is to be derived from payments (whether or not to Lessee) in respect of property or borrowed money used or to be used for a trade or business carried on by any person other than a governmental unit.

Section 5. No portion of the gross proceeds of the Agreement are used (directly or indirectly) to make or finance loans to persons other than governmental units.

Section 6. Lessee hereby designates the Agreement as a qualified tax-exempt obligation for purposes of Section 265(b) of the Code.

Section 7. In calendar year _____, Lessee has designated \$ _____ of tax-exempt obligations (including the Agreement) as qualified tax-exempt obligations. Including the Agreement herein so designated, Lessee will not designate more than \$10,000,000 of obligations issued during calendar year _____ as qualified tax-exempt obligations.

Section 8. Lessee reasonably anticipates that the total amount of tax-exempt obligations (other than private activity bonds) to be issued by Lessee during calendar year _____ will not exceed \$10,000,000.

Section 9. For purposes of this resolution, the amount of Tax-exempt obligations stated as either issued or designated as qualified tax-exempt obligations includes tax-exempt obligations issued by all entities deriving their issuing authority from Lessee or by an entity subject to substantial control by Lessee, as provided in Section 265(b)(3)(E) of the Code.

Section 10. The Authorized Officer is further authorized for and on behalf of the Governing Body and the Lessee to do all things necessary in furtherance of the obligations of the Lessee pursuant to the Agreement, including execution and delivery of all other documents necessary or appropriate to carry out the transactions contemplated thereby in accordance with the terms and provisions thereof.

000545

Following the reading of the foregoing resolution, Hudson Holliday moved that the foregoing resolution be adopted, JASON SPENCE seconded the motion for its adoption. The _____ put the question to a roll call vote and the result was as follows:

<u>DONALD HART</u>	Voted: <u>YES</u>
<u>MALCOLM PERRY</u>	Voted: <u>YES</u>
<u>HUDSON HOLLIDAY</u>	Voted: <u>YES</u>
<u>JASON SPENCE</u>	Voted: <u>YES</u>
<u>SANDY KANE SMITH</u>	Voted: <u>YES</u>
_____	Voted: _____
_____	Voted: _____

The motion having received the affirmative vote of all members present, the _____ declared the motion carried and the resolution adopted this the 31st day of May, 2021.


(presiding officer), Title

ATTEST:


(SEAL) 

000546

BancorpSouth Equipment Finance, division of BancorpSouth Bank

Authorization Agreement for Direct Payment (ACH Debits)

I (We) hereby authorize BancorpSouth Equipment Finance to initiate debit entries to my (our) checking account indicated below at Depository named below to debit the same to such account.

Customer Name Pearl River County, Mississippi

Depository Name _____ Branch _____

City _____ State _____ Zip _____

Routing Number _____ Account Number _____

Please provide the contract number*** to which this payment will be applied:

Contract Number 002-0070049-044 Payment Amount \$ 2,331.87

This authorization is to remain in full force and effect until the Bank listed above or BancorpSouth Equipment Finance has received written notification from me (or either of us) of its termination in such time and in such manner as to afford the Bank and Depository a reasonable opportunity to act on it.

Name(s) _____ Signature _____
(Please Print)

(Please Print) Signature _____

Date _____

*****Please note that for each contract individually, a form must be filled out and signed*****

REQUIRED

CERTIFICATE OF COVERAGE**000547**

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

DATE OF ISSUANCE

April 26, 2021

COVERED MEMBER

Pearl River County Board of Supervisors
P.O. Box 569
Poplarville, Mississippi 39470

COVERAGE TO MEMBER PROVIDED BY AGREEMENT WITH:

THE MISSISSIPPI ASSOCIATION OF SUPERVISORS
INSURANCE TRUST
793 NORTH PRESIDENT STREET
JACKSON, MS 39202

JOINT SELF INSURANCE POOL FORMED UNDER MISSISSIPPI CODE
ANNOTATED SECTIONS 11-46-17 AND 19-7-7

COVERAGES:

THIS IS TO CERTIFY THAT THE AGREEMENTS WHICH PUT COVERAGE IN EFFECT AS LISTED BELOW HAVE BEEN ISSUED TO THE TRUST MEMBER NAMED ABOVE FOR THE TIME PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE PROTECTION AFFORDED BY SOURCES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH AGREEMENTS.

TYPE OF COVERAGE	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	LIMIT
GENERAL LIABILITY Not Subject to Tort Act				
AUTO LIABILITY INCLUDING OWNED, NON-OWNED, HIRED AUTOMOBILES Not Subject to Tort Act	636-MASIT-2021-1	4/1/2021	3/31/2022	\$500,000 \$1,000,000
PROPERTY INCLUDING ALL REAL AND PERSONAL PROPERTY, AUTOMOBILES, AND EQUIPMENT	636-MASIT-2021-1	4/1/2021	3/31/2022	\$1,100,000,000 \$1,000 Comprehensive Deductible \$1,000 Collision Deductible
OTHER Leased, Borrowed or Rented Equipment				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

Certificate Holder is listed as Loss Payee as respects to

2021	Ford	F250	1FT7612A65MEKD53497	26,498.00
2021	Ford	F250	1FT7W2A67ME053498	26,498.00
2021	Ford	F250	1FT7W2961MEDS3500	26,498.00
2021	Ford	F150	1FT7W2A69MED53499	26,498.00

CERTIFICATE HOLDER

BancorpSouth Equipment Finance
a division of BancorpSouth Bank
1222 Rogers Ave
Fort Smith, Arkansas 72901

CANCELLATION:

SHOULD ANY OF THE ABOVE DESCRIBED COVERAGE AGREEMENTS
BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, NOTICE
WILL BE DELIVERED IN ACCORDANCE WITH THE PROVISIONS OF
THE COVERAGE AGREEMENT.

AUTHORIZED REPRESENTATIVE



000548

7023

002-0070049-044

TO BE COMPLETED BY INSURANCE AGENT

CERTIFICATION OF INSURANCE PROTECTION ON FINANCED EQUIPMENT

This is to certify that the policies enumerated below have been issued to the Named Insured (Lessee).

Pearl River County, Mississippi

200 South Main Street

Poplarville, MS 39470

Description of Property Financed to above Named Insured by Lessor named below (Lessor) includes the following:

One (1) 2021 Ford F-250 Pickup Truck (VIN: 1FT7W2A65MED53497), One (1) 2021 Ford F-250 Pickup Truck (VIN: 1FT7W2A67MED53498), One (1) 2021 Ford F-250 Pickup Truck (VIN: 1FT7W2A69MED53499), One (1) 2021 Ford F-250 Pickup Truck (VIN: 1FT7W2A61MED53500)

Lessee shall maintain:

ALL RISK PROPERTY INSURANCE covering all risk of physical loss to each item of equipment described above for the actual value of such item(s). Including BancorpSouth Equipment Finance, a division of BancorpSouth Bank (Lessor) as LOSS PAYEE, and an endorsement or certificate issued to Lessor stating that payment of any loss will be made to BancorpSouth Equipment Finance and the Lessee.

Policy Number 636-MASIT-2021-1

Insurance Company MASIT

Policy Period Effective Date 4-1-2021

Expiration Date 3/31/2022

Amount of Insurance _____

Deductible (if any) 5,000 (MAX) _____

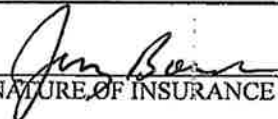
The above policy(s) will not be altered or cancelled by the insurer without ten (10) days prior written notice to: BancorpSouth Equipment Finance, a division of BancorpSouth Bank
1222 Rogers Ave
Fort Smith, AR 72901

This Certificate of Insurance Protection will serve as evidence of required coverage by the Lessee until certificates and/or endorsements are issued directly to BancorpSouth Equipment Finance, a division of BancorpSouth Bank. Please forward to BXSEF via email: bxsefinfo@bxs.com or fax: 800-322-1611

Name and address of AUTHORIZED REPRESENTATIVE

Terry Bownds

200 S. Main St. Poplarville MS 39470


(SIGNATURE OF INSURANCE REPRESENTATIVE)

4/27/2021
DATE

601-337-1081
PHONE

Form **8038-G**

(Rev. September 2018)

Department of the Treasury
Internal Revenue Service**Information Return for Tax-Exempt Governmental Bonds**

► Under Internal Revenue Code section 149(e)

► See separate instructions.

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

► Go to www.irs.gov/F8038G for instructions and the latest information.**000549**

OMB No. 1545-0720

Part I Reporting AuthorityIf Amended Return, check here ☐

1 Issuer's name Pearl River County, Mississippi		2 Issuer's employer identification number (EIN) 64-6000952
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a
4 Number and street (or P.O. box if mail is not delivered to street address) 200 South Main Street	Room/suite	5 Report number (For IRS Use Only) 3
6 City, town, or post office, state, and ZIP code Poplarville, MS 39470		7 Date of issue
8 Name of issue Municipal Lease Purchase		9 CUSIP number
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions)		10b Telephone number of officer or other employee shown on 10a

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

11 Education	11		
12 Health and hospital	12		
13 Transportation	13		
14 Public safety	14		
15 Environment (including sewage bonds)	15		
16 Housing	16		
17 Utilities	17		
18 Other. Describe ► Four (4) 2021 Ford F-250 3/4 Ton Pickup Trucks	18	\$106,752.	00
19a If bonds are TANs or RANs, check only box 19a	►	☐	
b If bonds are BANs, check only box 19b	►	☐	
20 If bonds are in the form of a lease or installment sale, check box	►	☐	

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

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21		\$ 106,752.00	\$	48 years	2.34 %

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

22 Proceeds used for accrued interest	22		
23 Issue price of entire issue (enter amount from line 21, column (b))	23		
24 Proceeds used for bond issuance costs (including underwriters' discount)	24		
25 Proceeds used for credit enhancement	25		
26 Proceeds allocated to reasonably required reserve or replacement fund	26		
27 Proceeds used to refund prior tax-exempt bonds. Complete Part V	27		
28 Proceeds used to refund prior taxable bonds. Complete Part V	28		
29 Total (add lines 24 through 28)	29		
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30		

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

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

For Paperwork Reduction Act Notice, see separate instructions.

Cat. No. 63773S

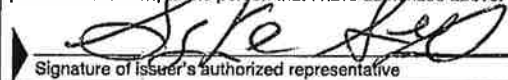
Form **8038-G** (Rev. 9-2018)

Part VI Miscellaneous

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

Signature and Consent

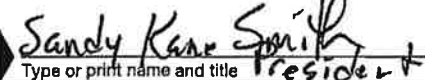
Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.



Signature of issuer's authorized representative

5-3-21

Date



Type or print name and title

President

Paid Preparer Use Only

Print/Type preparer's name

Preparer's signature

Date

Check ☐ if self-employed

PTIN

Firm's name ►

Firm's EIN ►

Firm's address ►

Phone no. ►



U.S. Department
of Transportation
Federal Aviation
Administration

AIRPORT CORONAVIRUS RELIEF GRANT PROGRAM (ACRGP)

GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date April 13, 2021

Airport/Planning Area Poplarville-Pearl River County Airport

ACRGP Grant Number 3-28-0096-017-2021

Unique Entity Identifier 830038584

TO: CITY OF POPLARVILLE AND PEARL RIVER COUNTY, MISSISSIPPI, AND THE POPLARVILLE-PEARL RIVER COUNTY AIRPORT BOARD

(herein called the "Sponsor") (herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)

FROM: The United States of America (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA an Airports Coronavirus Response Grant Program (herein called "ACRGP") Application dated February 17, 2021, for a grant of Federal funds at or associated with the Poplarville-Pearl River County Airport, which is included as part of this ACRGP Grant Agreement; and

WHEREAS, the Sponsor has accepted the terms of FAA's ACRGP Grant offer;

WHEREAS, in consideration of the promises, representations and assurances provided by the Sponsor, the FAA has approved the ACRGP Application for the Poplarville-Pearl River County Airport, (herein called the "Grant" or "ACRGP Grant") consisting of the following:

This ACRGP Grant is provided in accordance with the Coronavirus Response and Relief Supplemental Appropriations Act (CRRSA Act or "the Act"), Division M of Public Law 116-260, as described below, to provide eligible Sponsors with funding for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments. ACRGP Grant amounts to specific airports are derived by legislative formula (See Division M, Title IV of the Act).

The purpose of this ACRGP Grant is to prevent, prepare for, and respond to coronavirus. Funds provided under this ACRGP Grant Agreement must only be used for purposes directly related to the airport. Such

purposes can include the reimbursement of an airport's operational and maintenance expenses or debt service payments in accordance with the limitations prescribed in the Act. ACRGP Grants may be used to reimburse airport operational and maintenance expenses directly related to Poplarville-Pearl River County incurred no earlier than January 20, 2020. ACRGP Grants also may be used to reimburse a Sponsor's payment of debt service where such payments occur on or after December 27, 2020. Funds provided under this ACRGP Grant Agreement will be governed by the same principles that govern "airport revenue." New airport development projects not directly related to combating the spread of pathogens and approved by the FAA for such purposes, may not be funded with this Grant.

NOW THEREFORE, in accordance with the applicable provisions of the CRRSA Act, Public Law 116-260, the representations contained in the Grant Application, and in consideration of (a) the Sponsor's acceptance of this Offer; and, (b) the benefits to accrue to the United States and the public from the accomplishment of the Grant and in compliance with the conditions as herein provided,

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 100% percent of the allowable costs incurred as a result of and in accordance with this Grant Agreement.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$9,000, allocated as follows:

\$9,000 Non Primary KU2021

2. **Grant Performance.** This ACRGP Grant Agreement is subject to the following federal award requirements:

- a. **The Period of Performance:**

1. Shall start on the date the Sponsor formally accepts this agreement, and is the date signed by the last Sponsor signatory to the agreement. The end date of the period of performance is 4 years (1,460 calendar days) from the date of acceptance. The period of performance end date shall not affect, relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions, or budget periods. (2 Code of Federal Regulations (CFR) § 200.1)

- b. **The Budget Period:**

1. The budget period for this ACRGP Grant is 4 years (1,460 calendar days). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the budget period.
2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to §200.308.

c. Close out and Termination.

1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the period of performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the period of performance end date with the information available at the end of 120 days. (2 CFR § 200.344).
2. The FAA may terminate this ACRGP Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.
3. **Unallowable Costs.** The Sponsor shall not seek reimbursement for any costs that the FAA has determined to be unallowable under the CRRSA Act.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the Grant Application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages only.
5. **Final Federal Share of Costs.** The United States' share of allowable Grant costs is 100%.
6. **Completing the Grant without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the Grant without undue delays and in accordance with this ACRGP Grant Agreement, the CRRSA Act, and the regulations, policies, standards, and procedures of the Secretary of Transportation ("Secretary"). Pursuant to 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from funding eligible expenses under the Grant that exceeds three months or a 25 percent reduction in time devoted to the Grant, and request prior approval from FAA. The report must include a reason for the stoppage. The Sponsor agrees to comply with the attached assurances, which are part of this agreement and any addendum that may be attached hereto at a later date by mutual consent.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs unless this offer has been accepted by the Sponsor on or before May 12, 2021, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner, including uses that violate this ACRGP Grant Agreement, the CRRSA Act or other provision of applicable law. For the purposes of this ACRGP Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement(s). The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or relate to this ACRGP Grant Agreement, including, but not limited to, any action taken by a Sponsor related to or arising from, directly or indirectly, this ACRGP Grant Agreement.
11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**
 - a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
 - b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/SAM/pages/public/index.jsf>.
12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi invoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
13. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this agreement.
14. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
15. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 United States Code (U.S.C.) § 50101 the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.
16. **Audits for Sponsors.**

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA.
17. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:
 - a. Verify the non-Federal entity is eligible to participate in this Federal program by:
 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or

2. Collecting a certification statement from the non-Federal entity attesting the entity is not excluded or disqualified from participating; or
 3. Adding a clause or condition to covered transactions attesting the individual or firm is not excluded or disqualified from participating.
- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. sub-contracts).
 - c. Immediately disclose to the FAA whenever the Sponsor (1) learns the Sponsor has entered into a covered transaction with an ineligible entity, or (2) suspends or debars a contractor, person, or entity.

18. Ban on Texting While Driving.

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to this ACRGP Grant or subgrant funded by this Grant.
 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - A. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - B. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded by this ACRGP Grant.

19. Trafficking in Persons.

- a. You as the recipient, your employees, subrecipients under this ACRGP Grant, and subrecipients' employees may not –
 1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 2. Procure a commercial sex act during the period of time that the award is in effect; or
 3. Use forced labor in the performance of the award or subawards under the ACRGP Grant.
- b. The FAA as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity –
 1. Is determined to have violated a prohibition in paragraph A of this ACRGP Grant Agreement term; or
 2. Has an employee who is determined by the agency official authorized to terminate the ACRGP Grant Agreement to have violated a prohibition in paragraph A.1 of this ACRGP Grant term through conduct that is either –

- A. Associated with performance under this ACRGP grant; or
- B. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.
- c. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph A during this ACRGP Grant Agreement.
- d. Our right to terminate unilaterally that is described in paragraph A of this section:
 - 1. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and
 - 2. Is in addition to all other remedies for noncompliance that are available to the FAA under this ACRGP Grant.

20. **Employee Protection from Reprisal.**

- a. Prohibition of Reprisals —
 - 1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (A)(2), information that the employee reasonably believes is evidence of:
 - a. Gross mismanagement of a Federal grant;
 - b. Gross waste of Federal funds;
 - c. An abuse of authority relating to implementation or use of Federal funds;
 - d. A substantial and specific danger to public health or safety; or
 - e. A violation of law, rule, or regulation related to a Federal grant.
 - 2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
 - a. A member of Congress or a representative of a committee of Congress;
 - b. An Inspector General;
 - c. The Government Accountability Office;
 - d. A Federal office or employee responsible for oversight of a grant program;
 - e. A court or grand jury;
 - f. A management office of the grantee or subgrantee; or
 - g. A Federal or State regulatory enforcement agency.
 - 3. Submission of Complaint — A person who believes that they have been subjected to a reprisal prohibited by paragraph A of this ACRGP Grant Agreement may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
 - 4. Time Limitation for Submittal of a Complaint — A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
 - 5. Required Actions of the Inspector General — Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).

6. **Assumption of Rights to Civil Remedy** — Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).
21. **Co-Sponsor.** The Co-Sponsors understand and agree that they jointly and severally adopt and ratify the representations and assurances contained herein and that the word "Sponsor" as used in the application and other assurances is deemed to include all co-sponsors.
22. **Limitations.** Nothing provided herein shall be construed to limit, cancel, annul, or modify the terms of any Federal grant agreement(s), including all terms and assurances related thereto, that have been entered into by the Sponsor and the FAA prior to the date of this ACRGP Grant Agreement.
23. **Face Coverings Policy.** The sponsor agrees to implement a face-covering (mask) policy to combat the spread of pathogens. This policy must include a requirement that all persons wear a mask, in accordance with Centers for Disease Control (CDC) and Transportation Security Administration (TSA) requirements, as applicable, at all times while in all public areas of the airport property, except to the extent exempted under those requirements. This special condition requires the airport sponsor continue to require masks until Executive Order 13998, Promoting COVID-19 Safety in Domestic and International Travel, is no longer effective.

SPECIAL CONDITIONS FOR USE OF ACRGP FUNDS

CONDITIONS FOR ROLLING STOCK/EQUIPMENT -

1. **Equipment or Vehicle Replacement.** The Sponsor agrees that when using funds provided by this grant to replace equipment, the proceeds from the trade-in or sale of such replaced equipment shall be classified and used as airport revenue.
2. **Equipment Acquisition.** The Sponsor agrees that for any equipment acquired with funds provided by this grant, such equipment shall be used solely for purposes directly related to the airport.
3. **Low Emission Systems.** The Sponsor agrees that vehicles and equipment acquired with funds provided in this grant:
 - a. Will be maintained and used at the airport for which they were purchased; and
 - b. Will not be transferred, relocated, or used at another airport without the advance consent of the FAA.

The Sponsor further agrees that it will maintain annual records on individual vehicles and equipment, project expenditures, cost effectiveness, and emission reductions.

CONDITIONS FOR UTILITIES AND LAND -

4. **Utilities Proration.** For purposes of computing the United States' share of the allowable airport operations and maintenance costs, the allowable cost of utilities incurred by the Sponsor to operate and maintain airport(s) included in the Grant must not exceed the percent attributable to the capital or operating costs of the airport.
5. **Utility Relocation in Grant.** The Sponsor understands and agrees that:
 - a. The United States will not participate in the cost of any utility relocation unless and until the Sponsor has submitted evidence satisfactory to the FAA that the Sponsor is legally responsible for payment of such costs;

- b. FAA participation is limited to those utilities located on-airport or off-airport only where the Sponsor has an easement for the utility; and
 - c. The utilities must serve a purpose directly related to the Airport.
6. Land Acquisition. Where funds provided for by this grant are used to acquire land, the Sponsor shall record the grant agreement, including the grant assurances and any and all related requirements, encumbrances, and restrictions that shall apply to such land, in the public land records of the jurisdiction in which the land is located.

The Sponsor's acceptance of this Offer and ratification and adoption of the ACRGP Grant Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor. The Offer and Acceptance shall comprise an ACRGP Grant Agreement, as provided by the CRRSA Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to this Grant. The effective date of this ACRGP Grant Agreement is the date of the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications; to receive notices and disclosures electronically; and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated April 13, 2021

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**



(Signature)

Rans D. Black

(Typed Name)

Manager, Jackson Airports District Office

(Title of FAA Official)

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the ACRGP Grant Application and incorporated materials referred to in the foregoing Offer under Part I of this ACRGP Grant Agreement, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the ACRGP Grant Application and all applicable terms and conditions provided for in the CRRSA Act and other applicable provisions of Federal law.

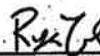
Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct. ¹

Dated April 22, 2021

CITY OF POPLARVILLE, MISSISSIPPI

(Name of Sponsor)



Rossie Creel (Apr 22, 2021 12:10 CDT)

(Signature of Sponsor's Designative Official/Representative)

By: Rossie Creel

(Type Name of Sponsor's Designative Official/Representative)

Title: Mayor

(Title of Sponsor's Designative Official/Representative)

¹ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, Manya Creel Bryan, llc , acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Mississippi. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the CRRSA Act. The Sponsor understands funding made available under this Grant Agreement may only be used to reimburse for airport operational and maintenance expenses, and debt service payments. The Sponsor further understands it may submit a separate request to use funds for new airport/project development purposes, subject to additional terms, conditions, and assurances. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated at April 22, 2021

By: Manya Creel Bryan, llc
Manya Creel Bryan, llc (Apr 22, 2021 13:13 CDT)
(Signature of Sponsor's Attorney)

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Grant Application and incorporated materials referred to in the foregoing Offer under Part II of this Agreement, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Grant Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this April 22, 2021

PEARL RIVER COUNTY, MISSISSIPPI

(Name of Sponsor)

Sandy Kane Smith

Sandy Kane Smith (Apr 22, 2021 13:36 CDT)

(Signature of Sponsor's Designative Official/Representative)

By: Sandy Kane Smith

*(Type Name of Sponsor's Designative
Official/Representative)*

Title: President

(Title of Sponsor's Designative Official/Representative)

CERTIFICATE OF SPONSOR'S ATTORNEY

I, Joe H. Montgomery, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Mississippi. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the CRRSA Act. The Sponsor understands funding made available under this Grant Agreement may only be used to reimburse for airport operational and maintenance expenses, and debt service payments. The Sponsor further understands it may submit a separate request to use funds for new airport/project development purposes, subject to additional terms, conditions, and assurances. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated at April 22, 2021

By: Joe H. Montgomery
Joe H. Montgomery (Apr 22, 2021 13:58 CDT)
(Signature of Sponsor's Attorney)

3-28-0096-017-2021

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Grant Application and incorporated materials referred to in the foregoing Offer under Part II of this Agreement, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Grant Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this April 22, 2021

**POPLARVILLE-PEARL RIVER COUNTY
AIRPORT BOARD**

(Name of Sponsor)

Bradley Holliday

(Signature of Sponsor's Designative Official/Representative)

By: Bradley Holliday

*(Type Name of Sponsor's Designative
Official/Representative)*

Title: President of Board

(Title of Sponsor's Designative Official/Representative)

CERTIFICATE OF SPONSOR'S ATTORNEY

I, Joe H Montgomery, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Mississippi. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the CRRSA Act. The Sponsor understands funding made available under this Grant Agreement may only be used to reimburse for airport operational and maintenance expenses, and debt service payments. The Sponsor further understands it may submit a separate request to use funds for new airport/project development purposes, subject to additional terms, conditions, and assurances. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

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Dated at April 22, 2021

By:

Joe H. Montgomery (Apr 22, 2021 18:28 CDT)

(Signature of Sponsor's Attorney)

AIRPORT CORONAVIRUS RELIEF GRANT PROGRAM (ACRGP) ASSURANCES

AIRPORT SPONSORS

A. General.

1. These Airport Coronavirus Relief Grant Program (ACRGP) Assurances are required to be submitted as part of the application by sponsors requesting funds under the provisions of the Coronavirus Response and Relief Supplemental Appropriations Act of 2020 (CRRSA Act or "the Act"), Public Law 116-260. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
2. Upon acceptance of this ACRGP Grant offer by the sponsor, these assurances are incorporated into and become part of this ACRGP Grant Agreement.

B. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this ACRGP Grant that:

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this ACRGP Grant including but not limited to the following:

FEDERAL LEGISLATION

- a. 49 U.S.C. Chapter 471, as applicable
- b. Davis-Bacon Act — 40 U.S.C. 276(a), et. seq.
- c. Federal Fair Labor Standards Act — 29 U.S.C. 201, et. seq.
- d. Hatch Act — 5 U.S.C. 1501, et. seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et. seq.
- f. National Historic Preservation Act of 1966 — Section 106 — 16 U.S.C. 470(f).
- g. Archeological and Historic Preservation Act of 1974 — 16 U.S.C. 469 through 469c.
- h. Native Americans Grave Repatriation Act — 25 U.S.C. Section 3001, et. seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 — Section 102(a) — 42 U.S.C. 4012a.
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 — 29 U.S.C. 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).

- p. Age Discrimination Act of 1975 — 42 U.S.C. 6101, et. seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 — 42 U.S.C. 4151, et. seq.
- s. Power plant and Industrial Fuel Use Act of 1978 — Section 403- 2 U.S.C. 8373.
- t. Contract Work Hours and Safety Standards Act — 40 U.S.C. 327, et. seq.
- u. Copeland Anti-kickback Act — 18 U.S.C. 874.1.
- v. National Environmental Policy Act of 1969. — 42 U.S.C. 4321, et. seq.
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 — 31 U.S.C. 7501, et. seq. ²
- y. Drug-Free Workplace Act of 1988 — 41 U.S.C. 702 through 706.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

EXECUTIVE ORDERS

- a. Executive Order 11246 — Equal Employment Opportunity
- b. Executive Order 11990 — Protection of Wetlands
- c. Executive Order 11998 — Flood Plain Management
- d. Executive Order 12372 — Intergovernmental Review of Federal Programs
- e. Executive Order 12699 — Seismic Safety of Federal and Federally Assisted New Building Construction
- f. Executive Order 12898 — Environmental Justice
- g. Executive Order 14005 — Ensuring the Future is Made in All of America by All of America's Workers

FEDERAL REGULATIONS

- a. 2 CFR Part 180 — OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 — Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. ^{3,4}
- c. 2 CFR Part 1200 — Nonprocurement Suspension and Debarment.
- d. 28 CFR Part 35 — Discrimination on the Basis of Disability in State and Local Government Services.
- e. 28 CFR § 50.3 — U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- f. 29 CFR Part 1 — Procedures for predetermination of wage rates. ¹
- g. 29 CFR Part 3 — Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States. ¹

- h. 29 CFR Part 5 – Labor standards provisions applicable to contracts covering Federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).¹
- i. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally assisted contracting requirements).¹
- j. 49 CFR Part 20 – New restrictions on lobbying.
- k. 49 CFR Part 21 – Nondiscrimination in Federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- l. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- m. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Program.
- n. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.¹
- o. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- p. 49 CFR Part 30 – Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- q. 49 CFR Part 32 – Government-wide Requirements for Drug-Free Workplace (Financial Assistance).
- r. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- s. 49 CFR Part 41 – Seismic safety of Federal and Federally assisted or regulated new building construction.

FOOTNOTES TO ASSURANCE ACRGP ASSURANCE B.1.

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁴ Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations, or circulars are incorporated by reference in this Grant Agreement.

1. Purpose Directly Related to the Airport

It certifies that the reimbursement sought is for a purpose directly related to the airport.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed grant; that an official decision has been made by the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing

and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed Grant and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Good Title.

It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

4. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish, or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with this Grant Agreement.
- c. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations, and the terms and conditions of this Grant Agreement.

5. Consistency with Local Plans.

Any project undertaken by this Grant Agreement is reasonably consistent with plans (existing at the time of submission of the ACGRP application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

6. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where any project undertaken by this Grant Agreement may be located.

7. Consultation with Users.

In making a decision to undertake any airport development project undertaken by this Grant Agreement, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

8. Pavement Preventative Maintenance.

With respect to a project undertaken by this Grant Agreement for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with Federal financial assistance at the airport, including ACRGP funds provided under this Grant Agreement. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

9. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all Grant accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the Grant in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the Grant supplied by other sources, and such other financial records pertinent to the Grant. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a Grant or relating to the Grant in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

10. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

11. Veteran's Preference.

It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

12. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state and local agencies for maintenance and

operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-

1. Operating the airport's aeronautical facilities whenever required;
 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 3. Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

13. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

14. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft.

15. Exclusive Rights.

The sponsor shall not grant an exclusive right to use an air navigation facility on which this Grant has been expended. However, providing services at an airport by only one fixed-based operator is not an exclusive right if—

- a. it is unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide the services; and
- b. allowing more than one fixed-based operator to provide the services requires a reduction in space leased under an agreement existing on September 3, 1982, between the operator and the airport.

16. Airport Revenues.

- a. This Grant shall be available for any purpose for which airport revenues may lawfully be used to prevent, prepare for, and respond to coronavirus. Funds provided under this ACRGP Grant Agreement will only be expended for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport(s) subject to this agreement and all applicable addendums for costs related to

operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments as prescribed in the Act

- b. For airport development, 49 U.S.C. § 47133 applies.

17. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. In a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

18. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

19. Airport Layout Plan.

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
 1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
 4. all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan

as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

20. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR Part 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
 - 1. Programs and Activities. If the sponsor has received a grant (or other Federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities
 - 2. Facilities. Where it receives a grant or other Federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
 - 3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

- 1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
- 2. So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language

It will include the following notification in all solicitations for bids, Requests for Proposals for work, or material under this Grant and in all proposals for agreements, including airport concessions, regardless of funding source:

"The CITY OF POPLARVILLE AND COUNTY OF PEARL RIVER, MISSISSIPPI; POPLARVILLE-PEARL RIVER COUNTY AIRPORT BOARD," in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

e. **Required Contract Provisions.**

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT Acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - A. For the subsequent transfer of real property acquired or improved under the applicable activity, grant, or program; and
 - B. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, grant, or program.
 - C. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
 - D. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

21. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any activity that uses any product or service of a foreign country during the period in which such foreign country is listed by

the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

22. Policies, Standards and Specifications.

It will carry out any project funded under an Airport Coronavirus Relief Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, the advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, dated March 4, 2021, and included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.

23. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

24. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

25. Acquisition Thresholds.

The FAA deems equipment to mean tangible personal property having a useful life greater than one year and a per-unit acquisition cost equal to or greater than \$5,000. Procurements by micro-purchase means the acquisition of goods or services for which the aggregate dollar amount does not exceed \$10,000, unless authorized in accordance with 2 CFR § 200.320. Procurement by small purchase procedures means those relatively simple and informal procurement methods for securing goods or services that do not exceed the \$250,000 threshold for simplified acquisitions.

M13-SOG-3-28-0096-017-2021 Grant Agreement

Final Audit Report

2021-04-22

Created:	2021-04-13
By:	FAA - AIP (9-AWA-ARP-Soar-CoreGroup@faa.gov)
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"M13-SOG-3-28-0096-017-2021 Grant Agreement" History

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Signature Date: 2021-04-22 - 5:10:25 PM GMT - Time Source: server- IP address: 50.86.61.33
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000577

-  Email viewed by Manya Creel Bryan, llc (manya@mpblawyer.net)
2021-04-22 - 6:12:14 PM GMT- IP address: 172.6.241.235
-  Document e-signed by Manya Creel Bryan, llc (manya@mpblawyer.net)
Signature Date: 2021-04-22 - 6:13:02 PM GMT - Time Source: server- IP address: 172.6.241.235
-  Document emailed to Sandy Kane Smith (alumpkin@pearlrivercounty.net) for signature
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-  Document emailed to Joe H. Montgomery (joemontgomery@wwmlawfirm.net) for signature
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-  Document emailed to Bradley Holliday (hollidaypaul@bellsouth.net) for signature
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-  Document emailed to Joe H Montgomery (joemontgomery@wwmlawfirm.net) for signature
2021-04-22 - 8:33:35 PM GMT
-  Email viewed by Joe H Montgomery (joemontgomery@wwmlawfirm.net)
2021-04-22 - 11:27:04 PM GMT- IP address: 162.235.29.48
-  Document e-signed by Joe H Montgomery (joemontgomery@wwmlawfirm.net)
Signature Date: 2021-04-22 - 11:28:46 PM GMT - Time Source: server- IP address: 162.235.29.48
-  Agreement completed.
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ORDER TO APPROVE ROAD DEPARTMENT BOND AGENDA ITEMS

There came on this day to be considered by the Board of Supervisors of Pearl River County, Mississippi, the matter to approve Road Department Bond Agenda Items.

Upon motion made by Hudson Holliday and seconded by Jason Spence, the following order was adopted, to-wit:

Be It Ordered by the Pearl River County Board of Supervisors to approve the following Road Department Bond Agenda Items as listed with attachments:

- A. RESOLUTION OF THE BOARD OF SUPERVISORS OF PEARL RIVER COUNTY, MISSISSIPPI AUTHORIZING THE EMPLOYMENT OF PROFESSIONALS IN CONNECTION WITH THE SALE AND ISSUANCE BY SAID COUNTY OF EITHER GENERAL OBLIGATION BONDS OF SAID COUNTY OR A GENERAL OBLIGATION BOND OF SAID COUNTY FOR SALE TO THE MISSISSIPPI DEVELOPMENT BANK, ALL IN AN AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED \$9,000,000; AND FOR RELATED PURPOSES.
- B. Execute engagement letter between Pearl River County and Butler Snow LLP for services.
- C. Execute engagement letter between Pearl River County and Government Consultants, Inc.
- D. RESOLUTION DECLARING THE INTENTION OF THE BOARD OF SUPERVISORS OF PEARL RIVER COUNTY, MISSISSIPPI (THE "COUNTY") TO EITHER ISSUE GENERAL OBLIGATION BONDS OF THE COUNTY OR ISSUE A GENERAL OBLIGATION BOND OF THE COUNTY FOR SALE TO THE MISSISSIPPI DEVELOPMENT BANK, ALL IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED NINE MILLION DOLLARS (\$9,000,000) TO RAISE MONEY FOR THE PURPOSE OF PROVIDING FUNDS FOR (I) PURCHASING OR ERECTING, EQUIPPING, REPAIRING, RECONSTRUCTING, REMODELING AND ENLARGING COUNTY BUILDINGS, COURTHOUSES, OFFICE BUILDINGS, JAILS, HOSPITALS, NURSES' HOMES, HEALTH CENTERS, CLINICS, AND RELATED FACILITIES, AND THE PURCHASE OF LAND THEREFOR; (II) CONSTRUCTING, RECONSTRUCTING, AND REPAIRING ROADS, HIGHWAYS AND BRIDGES; AND ACQUIRING THE NECESSARY LAND, INCLUDING LAND

(CONTINUED ON NEXT PAGE)

FOR ROAD-BUILDING MATERIALS, ACQUIRING RIGHTS-OF-WAY THEREFOR; AND THE PURCHASE OF HEAVY CONSTRUCTION EQUIPMENT AND ACCESSORIES THERETO REASONABLY REQUIRED TO CONSTRUCT, REPAIR AND RENOVATE ROADS, HIGHWAYS AND BRIDGES AND APPROACHES THERETO WITHIN THE COUNTY, AND (III) FOR OTHER AUTHORIZED PURPOSES UNDER THE COUNTY BOND ACT, INCLUDING PAYING THE COSTS OF BORROWING; AND DIRECTING PUBLICATION OF NOTICE OF SUCH INTENTION.

Ordered and adopted, this the 3rd day of May, 2021.

Voting AYE: Donald Hart, Malcolm Perry, Hudson Holliday,
Jason Spence, and Sandy Kane Smith

Voting NAY: None

There came on for consideration the matter of providing financing for various capital improvements for Pearl River County, Mississippi (the "**County**"), and after a discussion of the subject matter, Supervisor Holliday offered and moved the adoption of the following resolution:

RESOLUTION OF THE BOARD OF SUPERVISORS OF PEARL RIVER COUNTY, MISSISSIPPI AUTHORIZING THE EMPLOYMENT OF PROFESSIONALS IN CONNECTION WITH THE SALE AND ISSUANCE BY SAID COUNTY OF EITHER GENERAL OBLIGATION BONDS OF SAID COUNTY OR A GENERAL OBLIGATION BOND OF SAID COUNTY FOR SALE TO THE MISSISSIPPI DEVELOPMENT BANK, ALL IN AN AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED \$9,000,000; AND FOR RELATED PURPOSES.

WHEREAS, the Board of Supervisors of the County (the "**Governing Body**"), acting for and on behalf of the County, is authorized by Sections 19-9-1 *et seq.*, Mississippi Code of 1972, as amended and supplemented from time to time (the "**County Bond Act**"), to issue general obligation bonds for the purposes set forth therein, including, but not limited to, (i) purchasing or erecting, equipping, repairing, reconstructing, remodeling and enlarging county buildings, courthouses, office buildings, jails, hospitals, nurses' homes, health centers, clinics, and related facilities, and the purchase of land therefor; (ii) constructing, reconstructing, and repairing roads, highways and bridges; and acquiring the necessary land, including land for road-building materials, acquiring rights-of-way therefor; and the purchase of heavy construction equipment and accessories thereto reasonably required to construct, repair and renovate roads, highways and bridges and approaches thereto within the County, and (iii) for other authorized purposes under the County Bond Act, including paying the costs of borrowing (the "**County Bond Project**"); and

WHEREAS, the Governing Body, acting for and on behalf of the County, is also authorized under the County Bond Act and Sections 31-25-1 *et seq.*, Mississippi Code of 1972, as amended (the "**Bank Act**" and together with the County Bond Act, the "**Act**"), and other applicable laws of the State of Mississippi, to issue a general obligation bond of the County to be sold to the Mississippi Development Bank (the "**Bank**") to finance the costs of the County Bond Project; and

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

WHEREAS, in connection with the execution and delivery of the documentation necessary to secure general obligation bonds of the County (the "**Bonds**") or a general obligation bond of the County to be sold to the Bank (the "**County Bond**"), all pursuant to the Act, the Governing Body now desires to engage Butler Snow LLP, Ridgeland, Mississippi, as bond counsel (the "**Bond Counsel**"), Government Consultants, Inc., Madison, Mississippi, as municipal financial advisor (the "**Financial Advisor**") and Williams, Williams & Montgomery, P.A., Poplarville, Mississippi, as counsel to the County (the "**County Counsel**" together with Bond Counsel and the Financial Advisor, the "**Professionals**"), to prepare and distribute such resolutions and documents necessary in order to facilitate the sale and issuance of the Bonds or the County Bond subject to the approval of the Governing Body of the County.

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

SECTION 1. The Governing Body, acting for and on behalf of the County, does hereby find and determine that it is necessary and advisable for the County to hire the Professionals in connection with the issuance and sale of either the Bonds or the County Bond pursuant to the Act.

SECTION 2. Butler Snow LLP, Ridgeland, Mississippi, is hereby selected to serve as Bond Counsel to the County in connection with the sale and issuance of the Bonds or the County Bond. The terms of employment for Bond Counsel are set forth in the engagement letter (the "**Engagement Letter**") attached hereto as **EXHIBIT A**. All provisions of the Engagement Letter, when executed as hereinafter authorized, shall be incorporated herein, and shall be deemed to be part of this resolution fully and to the same extent as if separately set out verbatim herein. The Engagement Letter and the execution thereof by the President of the Governing Body (the "**President**") or the Vice President of the Governing Body (the "**Vice President**") is hereby approved and authorized.

SECTION 3. Government Consultants, Madison, Mississippi, is hereby selected to serve as the Financial Advisor to the County in connection with the sale and issuance of the Bonds or the County Bond. The terms of engagement and the required disclosures of the Financial Advisors are set forth in the IRMA letter (the "**IRMA Letter**") attached hereto as **EXHIBIT B**. All provisions of the IRMA Letter, when executed as hereinafter authorized, shall be incorporated herein, and shall be deemed to be part of this resolution fully and to the same extent as if separately set out verbatim herein. The IRMA Letter and the execution thereof by the President or the Vice President of the Governing Body is hereby approved and authorized.

SECTION 4. Williams, Williams & Montgomery, P.A., Poplarville, Mississippi, is hereby selected to serve as counsel to the County in connection with the sale and issuance of the Bonds or the County Bond.

SECTION 5. If any one or more of the provisions of this resolution shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any of the other provisions of this resolution, but this resolution shall be construed and enforced as if such illegal or invalid provision or provisions had not been contained herein.

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

Supervisor Donald Hart	voted: <u>Yes</u>
Supervisor Malcolm Perry	voted: <u>Yes</u>
Supervisor Hudson Holliday	voted: <u>Yes</u>
Supervisor Jason Spence	voted: <u>Yes</u>
Supervisor Sandy Kane Smith	voted: <u>Yes</u>

The motion having received the affirmative vote of a majority of the members of the Board of Supervisors present, being a quorum of said Board of Supervisors, the President declared the motion carried and the resolution adopted this 3 day of May, 2021.

000581



ATTEST:


Clerk of the Board of Supervisors
Pearl River County, Mississippi


President of the Board of Supervisors
Pearl River County, Mississippi

000582

EXHIBIT A
ENGAGEMENT LETTER

May 3, 2021

VIA E-MAIL

Board of Supervisors
Pearl River County, Mississippi

Re: Not to exceed \$9,000,000 Pearl River County, Mississippi (the "County")
General Obligation Bonds, Series 2021

Dear Board:

The purpose of this engagement letter is to set forth certain matters concerning the services we will perform as bond counsel to the County in connection with the issuance of the Bonds. We understand that the Board of Supervisors (the "Board" or "Borrower") of the County is authorized by Sections 19-9-1 *et seq.*, Mississippi Code of 1972 and Sections 31-25-1 *et seq.*, Mississippi Code of 1972, all as amended and supplemented from time to time (altogether, the "Act"), to issue either general obligations bonds of the County (the "Bonds") or issue a general obligation bond of the County for sale to the Mississippi Development Bank (the "County Bond"), which shall be for the purposes of (i) purchasing or erecting, equipping, repairing, reconstructing, remodeling and enlarging county buildings, courthouses, office buildings, jails, hospitals, nurses' homes, health centers, clinics, and related facilities, and the purchase of land therefor; (ii) constructing, reconstructing, and repairing roads, highways and bridges; and acquiring the necessary land, including land for road-building materials, acquiring rights-of-way therefor; and the purchase of heavy construction equipment and accessories thereto reasonably required to construct, repair and renovate roads, highways and bridges and approaches thereto within the County, and (iii) for other authorized purposes under the County Bond Act, including paying the costs of borrowing (collectively, the "County Bond Project"). We further understand that you, as the Borrower, will be responsible for paying our fees as bond counsel from the proceeds of the Bonds.

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 "Bond Opinion") regarding the validity and binding effect of the Bonds or the County Bond, the source of payment and security for the Bonds or the County Bond, and the excludability of interest on the Bonds or the County Bond from gross income for federal and State income tax purposes;
2. Prepare and review documents necessary or appropriate for the authorization, issuance and delivery of the Bonds or the County Bond and coordinate the authorization and execution of such documents;

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 Bonds or the County Bond;

4. Review legal issues relating to the structure of the Bonds or the County Bond;

5. Pursue validation proceedings under State law;

6. If applicable, assist the County in preparing the preliminary official statement and 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; and provided, that if we prepare an Official Statement then there will be a fee of \$5,000 in addition to the fee quoted below;

7. Assist the County, if applicable, 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 Bonds or the County Bond;

8. Prepare and review the notice of sale pertaining to the competitive sale of the Bonds or the County Bond; and

9. If applicable, draft the continuing disclosure undertaking of the County.

Our Bond Opinion will be addressed to the County and will be delivered by us on the date of delivery of the Bonds or the County Bond. The Bond Opinion will be based on facts and laws existing as of its date. In rendering our Bond 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 Bonds or the County Bond. 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 Bonds or the County Bond 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 Bond Opinion, we will expressly rely upon other counsel as to due authorization, execution and delivery of the 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) Except as described in paragraph 6 above, assisting in the preparation or review of the Official Statement or any other disclosure document, if applicable, with respect to the Bonds or County Bond, or performing an independent investigation to determine the accuracy, completeness or sufficiency of any such document or rendering advice that the Official Statement or other

disclosure document, if applicable, does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading;

(b) Preparing request for tax rulings from the Internal Revenue Service ("IRS") or no action letters from the Securities and Exchange Commission ("SEC");

(c) Preparing Blue Sky or investment surveys with respect to the Bonds or the County Bond;

(d) Drafting State constitutional or legislative amendments;

(e) Pursuing test cases or other litigation, such as contested validation proceedings;

(f) Making an investigation or expressing any view as to the creditworthiness of the County or the Bonds or the County Bond;

(g) Except as described in paragraph 9 above and if applicable, assisting in the preparation of, or opining on, a continuing disclosure undertaking pertaining to the Bonds or the County Bond or, after closing, providing advice concerning any actions necessary to assure compliance with any continuing disclosure undertaking;

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

(i) After closing, providing continuing advice to the County or any other party concerning any actions necessary to assure that interest paid on the Bonds or the County Bond will continue to be excludable from gross income for federal income tax purposes (e.g., our engagement does not include rebate calculations for the Bonds or the County Bond). Although our present engagement does not include rebate analysis and post-issuance advice relating to the Bonds or the County Bond, we would like to discuss with you a separate engagement involving rebate and other post-issuance compliance matters for the Bonds or the County Bond and other bond issues or bonds that you may have issued on various occasions. This includes the drafting of a formal debt management policy and post-issuance tax compliance policy;

(j) Giving and/or providing any financial advice or recommendations concerning the structure and issuance of the Bonds or the County Bond as mandated by SEC rules.; or

(k) Addressing any other matters not specifically set forth above that is not required to render our Bond 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 Bonds or the County Bond, particularly as to the authorization, execution and delivery of Bond or County Bond 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, and we are not acting as an intermediary among the parties. Our services as Bond 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 Bond Opinion.

Our representation of the County and the attorney-client relationship created by this engagement letter will be concluded upon issuance of the Bonds or the County Bond, or the final series thereof. Nevertheless, subsequent to the Closing of each series of Bonds or the County Bond, 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 Bonds or the County Bond.

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 be asked to represent, in an unrelated matter, one or more of the entities involved in the issuance of the Bonds or the County Bond. 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 Bonds or the County Bond 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 Bonds or the County Bond. Execution of this engagement letter will signify the County's consent to our representation of others consistent with the circumstances described in this paragraph.

FEES

Based upon: (i) our current understanding of the terms, structure, size and schedule of the financing represented by the Bonds or the County Bond; (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, our fee for each series of the Bonds or the County Bond will not exceed one percent (1%) of the principal amount of the Bonds or the County Bond; plus any of the fees with respect to the preparation and distribution of the Official Statement describe above in Paragraph 6; and, plus expenses for each series of the Bonds or the County Bond in an estimated amount of \$3,000 for items such as travel costs, deliveries, copies, transcripts, telephone charges, filing fees, computer-assisted research and other expenses.

If the financing for the Bonds or County Bond is not consummated, we understand and agree that we will not be paid for our time expended on your behalf but will be paid for client charges made or incurred on your behalf.

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.

If the foregoing terms are acceptable to you, please so indicate by returning the enclosed copy of this engagement letter dated and signed by an authorized officer, retaining the original for your files.

Thank you again for this opportunity to be of service. We look forward to working with you.

Sincerely,

Butler Snow LLP

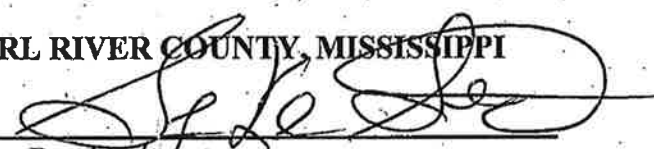


Troy Johnston

STATEMENT TO BE SIGNED BY PEARL RIVER COUNTY, MISSISSIPPI:

The execution by me of the above Engagement Letter was authorized by Resolution of the Board of Supervisors dated May 3, 2021. I have read the above Engagement Letter and understand and agree to its contents, including the fee and billing arrangements.

PEARL RIVER COUNTY, MISSISSIPPI

By: 

President

Pearl River County Board of Supervisors

Date: May 3, 2021

/Enclosures

**NOTICE TO CLIENTS OF BUTLER SNOW'S
RECORD RETENTION & DESTRUCTION POLICY FOR CLIENT FILES**

Butler Snow maintains its client files electronically. Ordinarily, we do not keep separate paper files. We will scan documents you or others send to us related to your matter to our electronic file for that matter and will ordinarily retain only the electronic version while your matter is pending. **Unless you instruct us otherwise, once such documents have been scanned to our electronic file, we will destroy all paper documents provided to us.** If you send us original documents that need to be maintained as originals while the matter is pending, we ordinarily will scan those to our client file and return the originals to you for safekeeping. Alternatively, you may request that we maintain such originals while the matter is pending. If we agree to do that, we will make appropriate arrangements to maintain those original documents while the matter is pending.

At all times, records and documents in our possession relating to your representation are subject to Butler Snow's Record Retention and Destruction Policy for Client Files. Compliance with this policy is necessary to fulfill the firm's legal and ethical duties and obligations, and to ensure that information and data relating to you and the legal services we provide are maintained in strict confidence at all times during and after the engagement. All client matter files are subject to these policies and procedures.

At your request, at any time during the representation, you may access or receive copies of any records or documents in our possession relating to the legal services being provided to you, excluding certain firm business or accounting records. We reserve the right to retain originals or copies of any such records or documents as needed during the course of the representation.

Unless you instruct us otherwise, once our work on this matter is completed, we will designate your file as a closed file on our system and will apply our document retention policy then in effect to the materials in your closed files. At that time, we ordinarily will return to you any original documents we have maintained in accordance with the preceding paragraph while the matter was pending. Otherwise, we will retain the closed file materials for our benefit and subject to our own policies and procedures concerning file retention and destruction. Accordingly, if you desire copies of any documents (including correspondence, e-mails, pleadings, contracts, agreements, etc.) related to this matter or generated while it was pending, you should request such copies at the time our work on this matter is completed.

You will be notified and given the opportunity to identify and request copies of such items you would like to have sent to you or someone else designated by you. You will have 30 days from the date our notification is sent to you to advise us of any items you would like to receive. You will be billed for the expense of assimilating, copying and transmitting such records. We reserve the right to retain copies of any such items as we deem appropriate or necessary for our use. Any non-public information, records or documents retained by Butler Snow and its employees will be kept confidential in accordance with applicable rules of professional responsibility.

Any file records and documents or other items not requested within 30 days will become subject to the terms of Butler Snow's Record Retention and Destruction Policy for Client Files and will be subject to final disposition by Butler Snow at its sole discretion. Pursuant to the terms of Butler Snow's Record Retention and Destruction Policy for Client Files, all unnecessary or extraneous

items, records or documents may be removed from the file and destroyed. The remainder of the file will be prepared for closing and placed in storage or archived. It will be retained for the period of time established by the policy for files related to this practice area, after which it will be completely destroyed. This includes all records and documents, regardless of format.

While we will use our best efforts to maintain confidentiality and security over all file records and documents placed in storage or archived, to the extent allowed by applicable law, Butler Snow specifically disclaims any responsibility for claimed damages or liability arising from damage or destruction to such records and documents, whether caused by accident; natural disasters such as flood, fire, or wind damage; terrorist attacks; equipment failures; breaches of Butler Snow's network security; or the negligence of third-party providers engaged by our firm to store and retrieve records.

000590

EXHIBIT B
IRMA LETTER



GOVERNMENT CONSULTANTS, INC.

Consulting & Municipal Advisory Firm

000591

116 Village Boulevard
Madison, Mississippi 39110

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

May 3, 2021

President and Board of Supervisors
Pearl River County, Mississippi
200 S. Main Street
Poplarville, Mississippi 39470

Re: Pearl River County, Mississippi
Not to Exceed \$9,000,000 Pearl River County, Mississippi General Obligation Bonds, in one or more series; OR
Not to Exceed \$9,000,000 Mississippi Development Bank Special Obligation Bonds (Pearl River County, Mississippi General Obligation Bond Project), in one or more series (the "Bonds")
Disclosure and Engagement Letter (the "Letter")

Dear President and Board of Supervisors,

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

Disclosures Concerning our Role as Municipal Advisor

- (i) The Municipal Advisor has a fiduciary duty to the Issuer or Obligor. This is different than an underwriter, if any, who only has an obligation to deal fairly with you, as Issuer or Obligor. The underwriter or placement agent, if any, has financial and other interests that differ from the Issuer or Obligor, unlike the Municipal Advisor who has no financial or other interests that differ from the Issuer or Obligor.
- (ii) We shall provide advice concerning the structure, timing, terms, sizing and other similar matters related to any potential bond or debt issuance by the Issuer or Obligor.
- (iii) We shall make a reasonable inquiry to the relevant facts that help determine what course of action to take that best suits the Issuer or Obligor. 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 with the Issuer or Obligor.
- (v) Our duties are limited to this transaction and the above-mentioned disclosures.
- (vi) In the event the Bonds are issued by the Mississippi Development Bank, we are likewise engaged as Municipal Advisor to the Mississippi Development Bank under the documents related to the Bonds.

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 the Issuer or Obligor. If new 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 Issuer or Obligor.

In addition to providing disclosures concerning material conflict(s) of interest, MSRB Rule G-42 further requires GCI to have a fiduciary duty that includes a duty of loyalty and duty of care to the Issuer or Obligor and to disclose our role and duties as a Municipal Advisor. Our primary obligation is to always act in the best interest of the Issuer or Obligor.

Disclosure Concerning the Compensation

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

Disclosure of Information Regarding Legal Events and Disciplinary History

MSRB Rule G-42 requires that all municipal advisors, including GCI, provide in writing to their clients certain legal or disciplinary events that are material to the Issuer's or Obligor's evaluation of GCI or the integrity of GCI management or personnel. GCI believes there are no known legal or disciplinary events reported on any Form MA or Form MA-I that are material to your evaluation of GCI and there are no recent changes made on any Form MA or Form MA-I that are material to your evaluation. Any such information, whether material or not must be reported on Form MA and/or MA-I filed with the SEC, which forms are available and which can be viewed on the SEC's EDGAR system website at <http://www.sec.gov/edgar/searchedgar/companysearch.html>.

Disclosure Relating to Issuing Bonds

As with any issuance of debt, your obligation to pay principal and interest when due, will be a contractual obligation that will require you to make these payments no matter what budget restraints you encounter. The 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 bonds or other securities at market rate levels. Please be aware of the following basic aspects of the Bonds.

Fixed rate bonds are interest bearing debt securities issued by an issuer or obligor. The interest rates for these bonds are specified at closing and will not change while the bonds are outstanding. Maturity dates for fixed rate bonds are fixed at the time of the issuance 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 bonds is typically paid semiannually at a stated fixed rate or rates for each maturity.

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General obligation bonds are debt securities to which your full faith and credit is pledged to pay principal and interest. Also, the Issuer or Obligor pledges to use your ad valorem taxing power, if needed, to pay principal and interest.

This debt issuance is secured by a millage collected within the jurisdiction of the Issuer or Obligor. The Issuer or Obligor promises to collect the taxes and repay the debt to which it is pledged.

Additionally, the Bonds will 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 bond issue, how you use any facilities constructed with the proceeds of the bond issue and other restrictions throughout the term of the Bonds.

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

Disclosure Concerning the Term of Engagement

The Term of Engagement is effective on the execution date of the document that employed GCI as the Issuer's or Obligor's appointed municipal advisor and ends upon the closing and delivery of the Bonds. The Engagement may be terminated with or without cause by the Issuer or Obligor or the Municipal Advisor. 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 behalf of the Issuer or Obligor in the space provided below. If you are not authorized to execute this Letter on behalf of the Issuer or Obligor, please notify GCI immediately so the correct individual may be contacted. Please let us know if you have any questions or concerns.

Sincerely,

Government Consultants, Inc.

BY: Nick Schorr / dlu
Nick Schorr

RECEIPT ACKNOWLEDGEMENT

BY: [Signature] dated as of approval May 3, 2021
Signature Date
President, Board of Supervisors, Pearl River County, Mississippi
Authorized Representative

The Board of Supervisors of Pearl River County, Mississippi (the "County") took up for consideration the matter of providing financing for certain capital improvements in the County and, after a discussion of the subject matter, the following resolution was presented for consideration:

RESOLUTION DECLARING THE INTENTION OF THE BOARD OF SUPERVISORS OF PEARL RIVER COUNTY, MISSISSIPPI (THE "COUNTY") TO EITHER ISSUE GENERAL OBLIGATION BONDS OF THE COUNTY OR ISSUE A GENERAL OBLIGATION BOND OF THE COUNTY FOR SALE TO THE MISSISSIPPI DEVELOPMENT BANK, ALL IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED NINE MILLION DOLLARS (\$9,000,000) TO RAISE MONEY FOR THE PURPOSE OF PROVIDING FUNDS FOR (I) PURCHASING OR ERECTING, EQUIPPING, REPAIRING, RECONSTRUCTING, REMODELING AND ENLARGING COUNTY BUILDINGS, COURTHOUSES, OFFICE BUILDINGS, JAILS, HOSPITALS, NURSES' HOMES, HEALTH CENTERS, CLINICS, AND RELATED FACILITIES, AND THE PURCHASE OF LAND THEREFOR; (II) CONSTRUCTING, RECONSTRUCTING, AND REPAIRING ROADS, HIGHWAYS AND BRIDGES; AND ACQUIRING THE NECESSARY LAND, INCLUDING LAND FOR ROAD-BUILDING MATERIALS, ACQUIRING RIGHTS-OF-WAY THEREFOR; AND THE PURCHASE OF HEAVY CONSTRUCTION EQUIPMENT AND ACCESSORIES THERETO REASONABLY REQUIRED TO CONSTRUCT, REPAIR AND RENOVATE ROADS, HIGHWAYS AND BRIDGES AND APPROACHES THERETO WITHIN THE COUNTY, AND (III) FOR OTHER AUTHORIZED PURPOSES UNDER THE COUNTY BOND ACT, INCLUDING PAYING THE COSTS OF BORROWING; AND DIRECTING PUBLICATION OF NOTICE OF SUCH INTENTION.

WHEREAS, the Board of Supervisors of the County (the "Governing Body"), acting for and on behalf of the County, is authorized by Sections 19-9-1 *et seq.*, Mississippi Code of 1972, as amended and supplemented from time to time (the "County Bond Act"), to issue general obligation bonds for the purposes set forth therein, including, but not limited to, (i) purchasing or erecting, equipping, repairing, reconstructing, remodeling and enlarging county buildings, courthouses, office buildings, jails, hospitals, nurses' homes, health centers, clinics, and related facilities, and the purchase of land therefor; (ii) constructing, reconstructing, and repairing roads, highways and bridges; and acquiring the necessary land, including land for road-building materials, acquiring rights-of-way therefor; and the purchase of heavy construction equipment and accessories thereto reasonably required to construct, repair and renovate roads, highways and bridges and approaches thereto within the County, and (iii) for other authorized purposes under the County Bond Act, including paying the costs of borrowing (the "County Bond Project"); and

WHEREAS, the Governing Body has determined that it is in the best interest of the County to provide financing for the County Bond Project; and

WHEREAS, the Governing Body, acting for and on behalf of the County, is authorized by the County Bond Act to issue general obligation bonds of the County for the purpose of providing financing for the County Bond Project; and

WHEREAS, the Governing Body, acting for and on behalf of the County, is also authorized under the County Bond Act and Sections 31-25-1 *et seq.*, Mississippi Code of 1972, as amended and supplemented from time to time (the "**Bank Act**" and together with the County Bond Act, the "**Act**"), and other applicable laws of the State of Mississippi (the "**State**"), to issue a general obligation bond of the County to be sold to the Mississippi Development Bank (the "**Bank**") to finance the costs of the County Bond Project; and

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

WHEREAS, the Governing Body is authorized to provide financing for the costs of the County Bond Project either (a) through the issuance of general obligation bonds of the County (the "**Bonds**") pursuant to the County Bond Act or (b) through the issuance of a general obligation bond of the County to be sold to the Bank (the "**County Bond**") pursuant to the Bank Act, all in a total aggregate principal amount not to exceed Nine Million Dollars (\$9,000,000); and

WHEREAS, as of May 3, 2021, the assessed value of all taxable property within the County, according to the last completed assessment for taxation, is \$432,518,951, the County has outstanding bonded indebtedness as subject to the fifteen percent (15%) debt limit prescribed by Section 19-9-5 of the County Bond Act of \$12,909,000, and has outstanding bonded and floating indebtedness as subject to the twenty percent (20%) debt limit prescribed by Section 19-9-5 of the County Bond Act, in the amount of \$12,909,000; and

WHEREAS, the Bonds or the County Bond, when added to the outstanding bonded indebtedness of the County, including any indebtedness of the County issued subsequent to the adoption of this resolution but prior to the issuance of the Bonds or the County Bond, will not result in bonded indebtedness, exclusive of indebtedness not subject to the aforesaid fifteen percent (15%) debt limit, of more than fifteen percent (15%) of the assessed value of all taxable property within the County, and will not result in indebtedness, both bonded and floating, exclusive of indebtedness not subject to the aforesaid twenty percent (20%) debt limit, in excess of twenty percent (20%) of the assessed value of all taxable property within the County, and will not exceed any constitutional or statutory limitation upon indebtedness which may be incurred by the County; and

WHEREAS, it would be in the best interest of the County for the Governing Body to provide financing for the costs of the County Bond Project by borrowing money through the issuance of the Bonds or the County Bond, all in accordance with the Act; and

WHEREAS, in connection with the County Bond Project, the County expects to incur expenses for which the County will advance internal funds; and

WHEREAS, the County desires to be able to reimburse itself for all or a portion of such expenses of the County Bond Project from the proceeds of the Bonds or the County Bond; and

WHEREAS, the County reasonably expects that it will incur expenditures prior to the issuance of the Bonds or the County Bond which it intends to reimburse with the proceeds of the Bonds or the County Bond upon the issuance thereof. This declaration of official intent to reimburse expenditures made prior to the issuance of the Bonds or the County Bond in anticipation of the issuance of the Bonds or the County Bond is made pursuant to Department of Treasury Regulations Section 1.150-2 (the "**Reimbursement Regulations**"). The Project for which such expenditures are

made is the same as described herein. The maximum principal amount of debt expected to be issued for the Project is the amount herein set forth.

WHEREAS, the Governing Body is authorized and empowered by the Act to issue the Bonds or the County Bond for the purposes as hereinafter set forth and there are no other available funds on hand or available from regular sources of income for such purposes.

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

SECTION 1. The Governing Body, acting for and on behalf of the County, hereby declares its intention to either (a) issue and sell the Bonds, or (b) issue and sell the County Bond to the Bank, all in a total aggregate principal amount not to exceed Nine Million Dollars (\$9,000,000).

SECTION 2. The Bonds or the County Bond are to be issued to raise money for the purpose of financing the County Bond Project in accordance with the Act.

SECTION 3. The Bonds or the County Bond may be issued in one or more series and, if issued, will be general obligations of the County payable as to principal and interest out of and secured by an irrevocable pledge of the avails of a direct and continuing tax to be levied annually without limitation as to time, rate or amount upon all the taxable property within the geographical limits of the County.

SECTION 4. The Governing Body proposes to direct the issuance of all or any portion of the Bonds or the County Bond in the amount and for the purposes and secured as aforesaid at a meeting of the Governing Body to be held at its usual meeting place in the Pearl River County Courthouse, located at 200 South Main Street, Poplarville, Mississippi, at the hour of 9:00 o'clock a.m. on June 7, 2021, or at some meeting or meetings subsequent thereto; provided, however, that if twenty percent (20%), or fifteen hundred (1,500), whichever is less, of the qualified electors of the County shall file a written protest with the Clerk of the Governing Body (the "Clerk") against the issuance of the Bonds or the County Bond on or before the aforesaid date and hour, then the Bonds or the County Bond shall not be issued unless approved at an election on the question thereof called and held as is provided by law; provided, further that if no protest is filed, then the Bonds or the County Bond may be issued and sold in one or more series without an election on the question of the issuance thereof at any time within a period of two (2) years after June 7, 2021.

SECTION 5. The Clerk is hereby directed to publish a copy of this resolution once a week for at least three (3) consecutive weeks in the *Picayune Item*, a newspaper published in and having a general circulation in the County and qualified under the provisions of Section 13-3-31, Mississippi Code of 1972, as amended and supplemented from time to time, with the first publication being not less than twenty-one (21) days prior to the date set forth in Section 4 of this resolution, and the last publication being made not more than seven (7) days prior to such date.

SECTION 6. The Clerk is hereby directed to procure from the publisher of the aforesaid newspaper the customary proof of the publication of this resolution and have the same before the Governing Body on the date and hour specified in Section 4 hereof.

SECTION 7. The County hereby declares its official intent to reimburse itself from the proceeds of the Bonds or the County Bond for expenses incurred with respect to the County Bond Project subsequent to the date of this resolution. This declaration of official intent to reimburse

expenditures made prior to the issuance of the Bonds or the County Bond in anticipation of the issuance of the Bonds or the County Bond is made pursuant to the Reimbursement Regulations. The Project for which such expenditures are made is the same as described herein. The Bonds or the County Bond will not exceed the total aggregate principal amount of Nine Million Dollars (\$9,000,000).

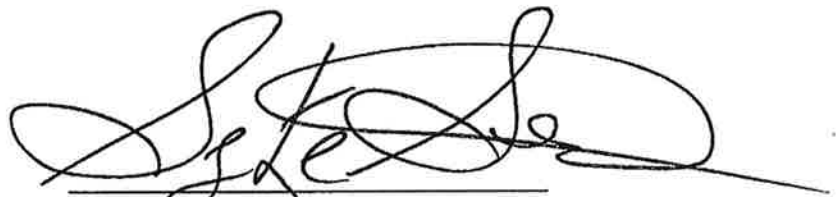
SECTION 8. If any one or more of the provisions of this resolution shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any of the other provisions of this resolution, but this resolution shall be construed and enforced as if such illegal or invalid provision or provisions had not been contained herein.

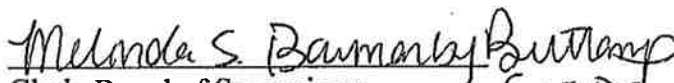
Supervisor Holliday made the motion and Supervisor Spence seconded the motion to adopt the foregoing resolution, and the question being put to a roll call vote, the result was as follows:

Supervisor Donald Hart	voted: <u>Yes</u>
Supervisor Malcolm Perry	voted: <u>Yes</u>
Supervisor Hudson Holliday	voted: <u>Yes</u>
Supervisor Jason Spence	voted: <u>Yes</u>
Supervisor Sandy Kane Smith	voted: <u>Yes</u>

The motion having received the affirmative vote of a majority of the members of the Board of Supervisors present, being a quorum of said Board of Supervisors, the President declared the motion carried and the resolution adopted the 3rd day of May 2021.




 President, Board of Supervisors
 Pearl River County, Mississippi


 Clerk, Board of Supervisors
 Pearl River County, Mississippi

Please publish as a legal notice for four (4) consecutive weeks on May 12, 19, 26 and June 2, 2021.

ORDER APPROVE HOSPITAL REFUNDING BONDS AND ADOPT RESOLUTION

There came on this day to be considered by the Board of Supervisors of Pearl River County, Mississippi, the matter to approve Hospital Refunding Bonds.

Upon motion made by Malcolm Perry and seconded by Hudson Holliday, the following order was adopted, to-wit:

Be It Ordered by the Pearl River County Board of Supervisors to approve Hospital Refunding Bonds and adopt: RESOLUTION OF THE BOARD OF SUPERVISORS OF PEARL RIVER COUNTY, MISSISSIPPI, AUTHORIZING THE ISSUANCE OF TAXABLE (CONVERTIBLE TO TAX-EXEMPT) LIMITED OBLIGATION HOSPITAL REFUNDING BONDS, SERIES 2021, OF THE COUNTY IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED THREE MILLION ONE HUNDRED TWENTY-FIVE THOUSAND DOLLARS (\$3,125,000) FOR THE PURPOSES OF PROVIDING FUNDS FOR THE DEFEASANCE AND REFUNDING OF CERTAIN MATURITIES OF THE \$4,595,000 PEARL RIVER COUNTY, MISSISSIPPI LIMITED OBLIGATION REVENUE REFUNDING BONDS, SERIES 2012 (PEARL RIVER COUNTY, MISSISSIPPI HOSPITAL AND NURSING HOME PROJECT), DATED OCTOBER 16, 2012; AND AUTHORIZING AND APPROVING THE FORM OF, EXECUTION OF AND DELIVERY OF THE TRUST INDENTURE, THE PRIVATE PLACEMENT AGREEMENT AND THE ESCROW AGREEMENT; AND FOR RELATED PURPOSES.

Ordered and adopted, this the 3rd day of May, 2021.

Voting AYE: Donald Hart, Malcolm Perry, Hudson Holliday,
Jason Spence, and Sandy Kane Smith

Voting NAY: None

The Board of Supervisors (the "Governing Body") of Pearl River County, Mississippi, (the "County") took up the matter of the issuance of Taxable (Convertible to Tax-Exempt) Limited Obligation Hospital Refunding Bonds, Series 2021, of Pearl River County, Mississippi, in the aggregate total principal amount of not to exceed Three Million One Hundred Twenty-Five Thousand Dollars (\$3,125,000) (the "Series 2021 Bonds"). After a discussion of the subject, Supervisor Malcolm Perry offered and moved the adoption of the following resolution:

RESOLUTION OF THE BOARD OF SUPERVISORS OF PEARL RIVER COUNTY, MISSISSIPPI AUTHORIZING THE ISSUANCE OF TAXABLE (CONVERTIBLE TO TAX-EXEMPT) LIMITED OBLIGATION HOSPITAL REFUNDING BONDS, SERIES 2021, OF THE COUNTY IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED THREE MILLION ONE HUNDRED TWENTY-FIVE THOUSAND DOLLARS (\$3,125,000) FOR THE PURPOSES OF PROVIDING FUNDS FOR THE DEFEASANCE AND REFUNDING OF CERTAIN MATURITIES OF THE \$4,595,000 PEARL RIVER COUNTY, MISSISSIPPI LIMITED OBLIGATION REVENUE REFUNDING BONDS, SERIES 2012 (PEARL RIVER COUNTY, MISSISSIPPI HOSPITAL AND NURSING HOME PROJECT), DATED OCTOBER 16, 2012; AND AUTHORIZING AND APPROVING THE FORM OF, EXECUTION OF AND DELIVERY OF THE TRUST INDENTURE, THE PRIVATE PLACEMENT AGREEMENT AND THE ESCROW AGREEMENT; AND FOR RELATED PURPOSES.

WHEREAS, the County is authorized pursuant to the provisions of Sections 31-27-1 *et seq.* (the "Refunding Act") and 41-13-1 *et seq.*, Mississippi Code of 1972, as amended from time to time (the "County Hospital Act") and collectively with the Refunding Act, the "Act"), to issue refunding Bonds of the County; and

WHEREAS, after careful study and investigation by the County, it appears to be in the best interest of the citizens of the County and in furtherance of the Act to issue Taxable (Convertible to Tax-Exempt) Limited Obligation Hospital Refunding Bonds, Series 2021, to be dated the day of their delivery, in the aggregate total principal amount not to exceed \$3,125,000 (the "Series 2021 Bonds") for the purposes of providing funds for (a) the defeasance and refunding of all or a portion of the outstanding maturities of the \$4,595,000 Pearl River County, Mississippi Limited Obligation Revenue Refunding Bonds, Series 2012 (Pearl River County, Mississippi Hospital and Nursing Home Project), dated October 16, 2012 (the "Refunded Bonds") and (b) payment of the costs of issuance of the Series 2021 Bonds (individually (a) is referred to as the "Refunding Project", and together, (a) and (b) are hereinafter referred to as the "Series 2021 Project") which bonds shall be secured by the avails of, if necessary, a pledge of an ad valorem tax levy not to exceed 5 mills on property located in the County as authorized under Section 41-13-25 of the Hospital Act (the "Tax Pledge"); and

WHEREAS, the County is now desirous of proceeding with the issuance of the Series 2021 Bonds and authorizing the sale thereof; and

WHEREAS, there has been prepared and submitted to the County the form of an Indenture of Trust (the "Indenture"), to be dated the day of delivery of the Series 2021 Bonds, which provides for the issuance of and security for the Series 2021 Bonds; and

WHEREAS, there has been prepared and submitted to the County the form of a private placement agreement (the "**Private Placement Agreement**") between the County and Raymond James & Associates, Inc., as placement agent (the "**Placement Agent**"), providing for the placement of the Series 2021 Bonds to RiverHills Bank, Vicksburg, Mississippi (the "**RiverHills Bank**") and Bank of Yazoo City, Yazoo City, Mississippi (the "**Bank of Yazoo**") and together with the RiverHills Bank, the "**Purchaser**"; and

WHEREAS, there has been prepared and submitted to the County the form of an Escrow Agreement, to be dated the day of delivery of the Series 2021 Bonds (the "**Escrow Agreement**"), in connection with the defeasance and refunding of all or a portion of the outstanding Refunded Bonds; and

WHEREAS, it appears that the Indenture, the Private Placement Agreement and the Escrow Agreement (collectively, the "**County Documents**") are in appropriate form and are appropriate documents for the purposes identified herein.

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

SECTION 1. The Governing Body of the County adopts this Resolution pursuant to the Act and all matters and things recited in the premises and preamble of this Resolution are found and determined to be true and accurate.

SECTION 2. To provide monies to finance the Series 2021 Project, the issuance of the Series 2021 Bonds in the aggregate total principal amount of not to exceed Three Million One Hundred Twenty-Five Thousand Dollars (\$3,125,000), together with certain proceeds held by the 2012 Trustee (defined below) for the Refunded Bonds under the Trust Indenture between the County, the Board of Trustees of the Pearl River County Hospital and Hancock Whitney Bank dated September 1, 2012 (the "**Transferred Proceeds**"), is hereby approved and authorized, subject to the provisions of this Resolution and the Indenture. All terms and provisions of the Series 2021 Bonds shall be as set forth in the Indenture. Pursuant to this Resolution, the County is providing its approval of the Series 2021 Project and the Series 2021 Bonds and is approving the sale and issuance of the Series 2021 Bonds, all in accordance with this Resolution and the Act.

SECTION 3. The Series 2021 Bonds shall initially be issued at a taxable interest rate and may be reissued at a tax-exempt interest rate as set forth in the Indenture (the "**Conversion Date**") subject to the provisions of this Resolution and the Indenture, and shall be limited obligations of the County payable solely by the County from the Trust Estate (as defined in the Indenture, which includes the Tax Pledge) and other any other funds of the County pledged under the Indenture.

SECTION 4. Citizens National Bank of Meridian, Meridian, Mississippi is hereby designated the trustee under the Indenture (the "**Trustee**"). The form of the Indenture attached hereto as **EXHIBIT A** as submitted to this meeting and made a part of this Resolution as though set forth in full herein shall be, and the same hereby is, approved in substantially said form. The County shall issue the Series 2021 Bonds in accordance with the terms and conditions set forth in the Indenture. The President of the Governing Body (the "**President**") and the Chancery Clerk the County (the "**Chancery Clerk**") or any other officer of the Governing Body (an "**Authorized Officer**") are hereby authorized and directed to execute and deliver

the Indenture with such changes, insertions and omissions as may be approved by such officers, said execution being conclusive evidence of such approval.

SECTION 5. (a) Due to the character of the Series 2021 Bonds, the complexity of structuring the Series 2021 Bonds and prevailing market conditions, the Series 2021 Bonds shall be sold to the Purchaser through a private placement transaction with the Placement Agent. The County hereby authorized and approved the appointment of Raymond James & Associates, Inc., Memphis, Tennessee, as placement agent regarding the placement of the Bonds.

(b) The President, acting for and on behalf of the County, upon the recommendation of Government Consultants, Inc., Madison, Mississippi, as independent registered municipal advisor to the County (the "Municipal Advisor"), is hereby authorized and directed to negotiate with the Placement Agent for the sale of the Series 2021 Bonds to the Purchaser and to make the final decisions regarding (i) the aggregate principal amount of the Series 2021 Bonds, (ii) the redemption provisions of the Series 2021 Bonds, (iii) the interest rates to be borne by the Series 2021 Bonds, (iv) the maturity date of the Series 2021 Bonds, (v) the specific maturities of the Refunded Bonds to be defeased and refunded with a portion of the proceeds of the Series 2021 Bonds, (vi) the principal and interest payment dates for the Series 2021 Bonds, and (vii) to make all final determinations necessary to structure the Series 2021 Bonds.

(c) The County further authorizes the President upon the advice of the Municipal Advisor to approve the placement of the Series 2021 Bonds pursuant to the Private Placement Agreement for the Series 2021 Bonds as evidence thereof, for and on behalf of the County, subject to the following conditions: (a) the Refunding Act provides that the Series 2021 Bonds may be secured by a pledge of the same source of security as the Refunded Bonds, or such other security as the Governing Body may lawfully pledge, or both; (b) the net proceeds of the Series 2021 Bonds shall be applied to the defeasance and refunding of the Refunded Bonds and to the payment of the costs of issuance related to the Series 2021 Bonds; (c) the Series 2021 Bonds shall not be issued unless all of the requirements of the Act and other applicable laws of the State are met, including without limitation, the requirement of at least a two percent (2%) net present value savings for the Refunded Bonds; (d) pursuant to the Refunding Act, the Series 2021 Bonds shall be secured by the Tax Pledge; (e) the aggregate principal amount of the Series 2021 Bonds shall not exceed \$3,125,000; (f) the final maturity date of the Series 2021 Bonds shall not be later than July 1, 2032, and (g) the Series 2021 Bonds shall not bear a greater overall maximum interest rate to maturity than eleven percent (11%) per annum.

(d) The form of the Private Placement Agreement attached hereto as **EXHIBIT B** as submitted to this meeting and made a part of this Resolution as though set forth in full herein shall be, and the same hereby is, approved in substantially said form. The President and the Chancery Clerk are hereby authorized and directed to execute and deliver the Private Placement Agreement with such changes, insertions and omissions as may be approved by such officer, said execution being conclusive evidence of such approval.

(e) The sale of the Series 2021 Bonds to the Purchaser is approved, and the County reaffirms its approval on April 21, 2021, of the commitment letters presented to the County by RiverHills Bank and Bank of Yazoo for the purchase of the Series 2021 Bonds and ratifies and approves the execution of the said commitment letters by the President, which letters are attached hereto as **EXHIBIT C**.

(f) In the event the Purchaser does not purchase the Series 2021 Bonds, the Governing Body hereby approves and authorizes the Placement Agent, the Municipal Advisor and the President to negotiate for the placement and sale of the Bonds upon such terms consistent with the provisions of the resolution.

(g) If in the opinion of Municipal Advisor, it is in the best interest of the County to sell the Series 2021 Bonds in a public offering transaction and to distribute an offering memorandum, official statement or other disclosure document in connection with the sale of the Bonds, the Governing Body of the County hereby authorizes Bond Counsel and the Placement Agent, acting in such event in a role as underwriter, to provide distribution of any such offering document in connection with the sale of the Series 2021 Bonds, and authorizes the President and the Chancery Clerk to execute a bond purchase agreement in connection with the sale of the Series 2021 Bonds provided the parameters in this Resolution are met.

SECTION 6. Hancock Whitney Bank, Jackson, Mississippi is hereby designated the escrow agent (the "Escrow Agent") under the Escrow Agreement. The form of the Escrow Agreement attached hereto as **EXHIBIT D** as submitted to this meeting and made a part of this Resolution as though set forth in full herein shall be, and the same hereby is, approved in substantially said form. The President and Clerk or any Authorized Officer are hereby authorized and directed to execute and deliver the Escrow Agreement with such changes, insertions and omissions as may be approved by such officers, said execution being conclusive evidence of such approval.

SECTION 7. Upon the recommendation of the Municipal Advisor, the President and Chancery Clerk and any other Authorized Officer are hereby authorized (but not required) to apply for a rating and to apply for a commitment for municipal Bonds insurance or any other form of credit enhancement from an insurance company providing financial guaranty insurance policies or financial institutions providing credit enhancement for bonds such as the Series 2021 Bonds (the "Credit Provider"). The President and Chancery Clerk and any other Authorized Officer are further authorized to execute and deliver commitments for the provision of credit enhancement and any additional documents and certificates, which are required by any Credit Provider to provide such credit enhancement in connection with the issuance of the Series 2021 Bonds. Any changes, insertions and omissions to the documents authorized herein, as may be required by the Credit Provider, in connection with the Series 2021 Bonds are to be approved by the President, the execution of the commitment for said credit enhancement being conclusive evidence of such approval. In anticipation of the provision of credit enhancement by any Credit Provider, the County hereby approves the references to the Credit Provider and such credit enhancement, and related documents, in the attached County Documents and the deletion or revision, as applicable, of said references if no credit enhancement is obtained in connection with the Series 2021 Bonds.

SECTION 8. The County reaffirms its engagement of Butler Snow LLP, Ridgeland, Mississippi, as Bond Counsel, Williams, Williams & Montgomery, and the Municipal Advisor in connection with the sale and issuance of the Series 2021 Bonds, and authorizes said firms to prepare the necessary resolutions, financing documents and offering documents for the subsequent sale and issuance of the Series 2021 Bonds.

SECTION 9. The Arbitrage Group, Inc., Tuscaloosa, Alabama, is appointed the verification agent in connection with the Series 2021 Bonds and the Refunded Bonds in the event a Verification Agent is required for the Refunding Project. The Verification Agent will verify the arithmetical accuracy of certain

computations prepared by the Placement Agent which show the present value difference between the debt service on the Bonds and the debt service on the Refunded Bonds.

SECTION 10. The President is hereby authorized and directed to sign requisitions and perform such other acts as may be necessary to authorize the Trustee and/or the Escrow Agent to pay on the date of issuance of the Series 2021 Bonds the costs of issuance of said Series 2021 Bonds; provided, however, total costs of issuance for said Series 2021 Bonds shall not exceed 4% of the principle amount of the Series 2021 Bonds (exclusive of Placement Agent's discount and any credit enhancement costs).

SECTION 11. The President and the Chancery Clerk and any Authorized Officer are further authorized and directed to execute and deliver any additional documents, agreements, instruments, requisitions and certificates that are required in connection with the sale and issuance of the Series 2021 Bonds. If the date of the issuance and delivery of the Series 2021 Bonds, and/or the execution and delivery of any of the documents attached hereto and adopted hereby occurs after July 31, 2021, then the President is hereby fully authorized to approve all applicable and necessary changes to the documents attached hereto or otherwise and related to such change to provide for the dating of documents, including principal and interest payment dates, redemption dates and such other dates Bond Counsel deems necessary, for the appropriate month in 2021 (including the Series 2021 Bonds), the execution of said documents being conclusive evidence of such approval, and no further action shall be required of the Governing Body to approve such date changes. Notwithstanding any other provision herein or in any attachments hereto, the Governing Body further authorizes any necessary changes to the name and/or title and/or series and sub-series designation of the Series 2021 Bonds and corresponding changes to any of the related documents attached hereto if it is determined, after consultation with the Municipal Advisor, that it is in the best economic interest of the County for the Series 2021 Bonds to be issued in one or more tax-exempt series or sub-series within a series, as municipal bond market conditions may dictate.

SECTION 12. Except as otherwise expressly provided herein, nothing in this Resolution or the Indenture, express or implied, is intended or shall be construed to confer upon any person or firm or corporation other than the County, the holders from time to time of the Series 2021 Bonds issued under the Indenture, and the Trustee, any right, remedy or claim, legal or equitable, under and by reason of this Resolution or any of the provisions hereof or the Indenture or any provision thereof.

SECTION 13. In case any one or more of the provisions of this Resolution, the County Documents or the Series 2021 Bonds issued hereby shall, for any reason, be held to be illegal or invalid, such illegality or invalidity shall not affect any of the other provisions of this Resolution, or any of the other County Documents and the Series 2021 Bonds, as applicable, but this Resolution or any of the other County Documents and the Series 2021 Bonds, as applicable, shall be construed and enforced as of such illegal or invalid provision or provisions had not been contained therein. The terms and conditions set forth in the Indenture, the pledge of the moneys and property under the Indenture, the creation of the funds provided for in the Indenture, the provisions relating to the proceeds derived from the sale of the Series 2021 Bonds pursuant to and under the Indenture and the handling of said moneys and property, and receipts are all commitments and agreements on the part of the County and the validity or the invalidity of the Indenture shall not affect the commitments on the part of the County to create such funds

and to handle such proceeds and such moneys and property, and receipts for the purposes, in the manner and according to the terms and conditions fixed in the Indenture, it being the intention hereof that such commitments on the part of the County are binding as if contained in this Resolution separate and apart from the Indenture.

SECTION 14. Prior to their delivery, the Series 2021 Bonds may be validated pursuant to Section 31-13-1 *et seq.*, of the Mississippi Code of 1972, as amended from time to time, by the Chancery Court of the County.

SECTION 15. No stipulation, obligation or agreement herein contained or contained in any of the County Documents, as applicable, or other documents necessary to conclude the sale and issuance of the Series 2021 Bonds shall be deemed to be a stipulation, obligation or agreement of any officer, director, agent or employee of the County in such person's individual capacity, and no such officer, director, agent or employee shall be personally liable on the Series 2021 Bonds or be subject to personal liability or accountability by reason of the sale and issuance thereof.

SECTION 16. When the Series 2021 Bonds are issued, the Chancery Clerk is hereby authorized and directed to prepare and furnish to the Placement Agent, the Escrow Agent and the Trustee certified copies of all the proceedings and records of the County relating to the Series 2021 Bonds, and such other affidavits and certificates as may be required to show the facts relating to the legality and marketability of the Series 2021 Bonds as such facts appear from the books and records in the Chancery Clerk's and any Authorized Officer's custody and control or as otherwise known to the Chancery Clerk and any Authorized Officer; and all such certified copies, certificates and affidavits, including any heretofore furnished, shall constitute representations of the County as to the truth of all statements contained therein.

SECTION 17. From and after the execution and delivery of the documents hereinabove authorized, the proper officers, directors, agents and employees of the County are hereby authorized, empowered and directed to do all such acts and things to and execute all such documents as may be necessary to carry out and comply with the provisions of said documents as executed and are further authorized to take any and all further actions and execute and deliver any and all other documents and certificates as may be necessary or desirable in connection with the issuance of the Series 2021 Bonds and the execution and delivery of each of the County Documents to which the County is a party or other documents necessary to conclude the sale and issuance of the Series 2021 Bonds and to document the County's compliance with the Act. In the event that any scrivener's errors shall be discovered in this Resolution after the adoption hereof, but prior to the issuance of the Series 2021 Bonds, the County hereby authorizes and directs that each such scrivener's error shall be corrected in all multiple counterparts of this Resolution prior to the issuance of the Series 2021 Bonds.

SECTION 18. The Series 2021 Bonds are being sold to the Purchaser without a view for distributing said bonds. The Purchaser shall be required to execute a certification at closing to the effect that the Series 2021 Bonds are being purchased for the account of the Purchaser without the intent to distribute. Based on the foregoing, the Series 2021 Bonds will be exempt from the continuing disclosure requirements of Securities Exchange Act Rule 15c-2-12.

SECTION 19. (a) After the Conversion Date and upon the advice of Bond Counsel, the President and the Chancery Clerk are hereby authorized to sign and file or cause to be filed completed (1) one or more I.R.S. Form 8038-G "Information Return for Government Obligations" as required by Section 149(e) of the Internal Revenue Code of 1986, as amended and the regulations promulgated thereunder (the "Code"), in connection with the issuance of the Series 2021 Bonds and (2) any other I.221961R.S. forms and/or certificates required to be filed in connection with the issuance and conversion of the Series 2021 Bonds to tax-exempt bonds.

(b) After the Conversion Date and upon the advice of Bond Counsel, the President and the Chancery Clerk are hereby authorized to execute a non-arbitrage certification or agreement in order to comply with Section 148 of the Code.

(c) After the Conversion Date, the County authorizes the President and the Chancery Clerk to execute a certificate as of the Conversion Date designating the Series 2021 Bonds as "qualified tax-exempt obligations" as defined in and for the purposes of Section 265(b)(3) of the Code. For purposes of this designation, the County hereby represents that:

(i) the County reasonably anticipates that the amount of tax-exempt obligations to be issued by it during the period from January 1, 2022 to December 31, 2022, and the amount of obligations designated as "qualified tax-exempt obligations" by it, will not exceed \$10,000,000, or such other amount allowed by federal law, when added to the aggregate principal amount of the Series 2021 Bonds; and

(ii) for purposes of this Section, the following obligations are not taken into account in determining the aggregate principal amount of tax-exempt obligations issued by the County: (A) a private activity bond as defined in Section 141 of the Code (other than a qualified 501(c)(3) bond, as defined in Section 145 of the Code); and (B) any obligation issued to refund any other tax-exempt obligation (other than to advance refund within the meaning of Section 149(d)(5) of the Code) as provided in Section 265(b)(3)(c) of the Code.

SECTION 20. This Resolution shall serve as notice to the trustee for the Refunding Bonds (the "2012 Trustee") of the County's desire to provide for the Series 2021 Project. The County hereby authorizes and approves (a) the refunding of the Refunded Series 2012 Bonds at such times and on such dates as determined by the County upon advice of the Municipal Advisor, (b) the Trustee as trustee and paying agent for each of the Refunded Series 2012 Bonds, (c) the Escrow Agent providing any required notices of redemption in connection with the Refunding Project, (d) the 2012 Trustee transferring the Transferred Funds to affect the Refunding Project and the purposes of this Resolution as directed by the County acting through the President and Chancery Clerk and (e) the Escrow Agent subscribing for U.S. Treasury Securities - State and Local Government Series, if such subscription is deemed necessary by the Municipal Advisor in connection with the refunding of the Refunded Series 2012 Bonds.

SECTION 21. All acts and doings of the officers of the County that are in conformity with the purposes and intents of this Resolution and in furtherance of the sale and issuance of the Series 2021 Bonds, from time to time, and the execution, delivery and performance of each of the County Documents

to which the County is a party and the Official Statement, shall be, and the same hereby are, in all respects approved and confirmed.

SECTION 22. This Resolution shall become effective immediately and all resolutions and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, repealed.

Following the reading of the foregoing resolution, Supervisor Hudson Holliday seconded the motion for its adoption. The President put the question to a roll call vote, and the result was as follows:

Supervisor Donald Hart	voted: <u>Yes</u>
Supervisor Malcolm Perry	voted: <u>Yes</u>
Supervisor Hudson Holliday	voted: <u>Yes</u>
Supervisor Jason Spence	voted: <u>Yes</u>
Supervisor Sandy Kane Smith	voted: <u>Yes</u>

The motion having received the affirmative vote of all present, the President declared the motion carried and the resolution adopted, this the 3rd day of May, 2021.



President, Board of Supervisors

ATTEST:

Melinda S. Bauman by Bill May
Clerk, Board of Supervisors



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000608

TRUST INDENTURE

FROM

PEARL RIVER COUNTY, MISSISSIPPI

TO

CITIZENS BANK OF MERIDIAN

AS TRUSTEE

DATED AS OF _____, 2021

RELATING TO THE ISSUANCE OF

**\$ _____
PEARL RIVER COUNTY, MISSISSIPPI
TAXABLE (CONVERTIBLE TO TAX-EXEMPT)
LIMITED OBLIGATION HOSPITAL REFUNDING BONDS
Series 2021**

DATED _____, 2021

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EXHIBIT A - FORM OF BOND

TRUST INDENTURE

This TRUST INDENTURE (this "Indenture"), dated as of May ____, 2021, is by and between PEARL RIVER COUNTY, MISSISSIPPI (the "County"), a political subdivision of the State of Mississippi (the "State") organized and existing under the Constitution and laws of the State, and CITIZENS NATIONAL BANK OF MERIDIAN (the "Trustee"), a state banking association duly organized and existing under the laws of the State and duly authorized to accept and execute trusts of the character hereinafter set forth, with its principal place of business located at Meridian, Mississippi, as Trustee.

WITNESSETH:

WHEREAS, the County is authorized pursuant to the provisions of Sections 31-27-1 *et seq.* (the "Refunding Act") and 41-13-1 *et seq.*, Mississippi Code of 1972, as amended from time to time (the "County Hospital Act" and collectively with the Refunding Act, the "Act"), to issue a refunding Bonds of the County; and

WHEREAS, after careful study and investigation by the County, it appears to be in the best interest of the citizens of the County and in furtherance of the Act to issue Taxable (Convertible to Tax-Exempt) Limited Obligation Hospital Refunding Bonds, Series 2021, to be dated the day of their delivery, in the aggregate total principal amount of \$ _____ (the "Series 2021 Bonds") for the purposes of providing funds, together with transferred proceeds, for (a) the defeasance and refunding the \$4,595,000 Pearl River County, Mississippi Limited Obligation Revenue Refunding Bonds, Series 2012 (Pearl River County, Mississippi Hospital and Nursing Home Project), dated October 16, 2012, maturing _____ through _____, inclusive, on July 1, 2022 (the "Refunded Bonds") and (b) payment of the costs of issuance of the Series 2021 Bonds (individually (a) is referred to as the "Refunding Project", and together, (a) and (b) are hereinafter referred to as the "Series 2021 Project") which bonds shall be secured by the avails of a pledge of ad valorem tax levy on property located in the County in an amount not to exceed five (5) mills as authorized under Section 41-13-25 of the Hospital Act (the "Tax Pledge"); and

WHEREAS, the obligation of the County under the Series 2021 Bonds 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 but rather the Series 2021 Bonds is a limited obligation of the County payable from the Tax Pledge; and

WHEREAS, the execution and delivery of this Indenture have been duly authorized by Resolutions of the Board of Supervisors; and

WHEREAS, all acts, conditions and things required by the Constitution and laws of the State to happen, exist and be performed precedent to and in the execution and delivery of this Indenture have happened, exist and have been performed as so required, in order to make this Indenture a valid and binding trust indenture for the security of the Series 2021 Bonds to be issued hereunder in accordance with its terms; and

WHEREAS, all things necessary to make such Series 2021 Bonds, when authenticated by the Trustee and issued as provided in this Indenture, the valid, binding and legal limited obligation of the County according to the import thereof, and to constitute this Indenture a valid pledge of the revenues and receipts herein described in accordance with the terms hereof, have been done and performed, and the creation, execution and delivery of this Indenture, and the creation, execution and issuance of such Series 2021 Bonds, subject to the terms hereof, have in all respects been duly authorized.

NOW, THEREFORE, THIS INDENTURE FURTHER WITNESSETH:

That the County in consideration of the premises, of the acceptance by the Trustee of the trusts hereby created, and of the purchase and acceptance of the Series 2021 Bonds to be issued hereunder by the Holders thereof, and for the purpose of fixing and declaring the terms and conditions upon which such Series 2021 Bonds are to be issued, authenticated, delivered, secured and accepted by all persons who shall from time to time be or become Holders thereof, and in order to secure the payment of such Series 2021 Bonds at any time issued and outstanding hereunder and the interest and the redemption premium, if any, thereon according to their tenor, purport and effect and all other amounts due hereunder and in order to secure the performance and observance of all the covenants, agreements and conditions therein and herein contained, the County has executed this Indenture and the County hereby grants a security interest in, assign, pledge and convey unto the Trustee and its successors and assigns (a) the Tax Pledge, (b) all funds and accounts established under this Indenture until expended pursuant to the terms hereof, and (c) any and all other Property (as herein defined but excluding real or other tangible property) of every name and nature from time to time hereafter by delivery or by writing of any kind conveyed, pledged, assigned or transferred as and for additional security hereunder by the County, or by anyone on its behalf or with its written consent in favor of the Trustee, which is hereby authorized to receive any and all such Property at any and all times and to hold and apply the same subject to the terms hereof.

TO HAVE AND TO HOLD all said properties pledged, assigned and conveyed by the County as aforesaid, or intended so to be, unto the Trustee and its successors in trust and its assigns forever.

In consideration of the purchase and acceptance of the Series 2021 Bonds authorized to be issued pursuant to this Indenture by those who shall hold the same from time to time: (i) this Indenture shall be deemed to be and shall constitute a contract among the County, the Trustee and the Holders from time to time of the Series 2021 Bonds authorized to be issued hereunder and (ii) the pledge made in this Indenture and the covenants set forth herein to be performed by the County shall be for the equal and ratable benefit, security and protection of all Holders of such Series 2021 Bonds which from time to time may be issued under and secured by this Indenture without privilege, priority or distinction as to the pledge or otherwise of any of such Series 2021 Bonds over any other of such Series 2021 Bonds;

PROVIDED, HOWEVER, that if the County, its successors or assigns, (i) shall pay or cause to be paid the principal of, redemption premium, if any, and interest on the Series 2021

Bonds authorized to be issued hereunder at the times and in the manner mentioned in such Series 2021 Bonds or shall provide, as permitted hereby, for the payment thereof, (ii) shall perform and observe all the covenants to be performed and observed by it hereunder and (iii) shall pay or cause to be paid to the Trustee all sums of money due or to become due to it in accordance with the terms and provisions hereof, then upon such final payments, or provision therefor, this Indenture and the rights hereby granted shall cease, determine and be void; otherwise this Indenture shall be and remain in full force and effect.

THIS INDENTURE FURTHER WITNESSETH, that the County hereby agrees and covenants with the Trustee for the equal and ratable benefit of the respective Holders from time to time of the said Series 2021 Bonds, or any part thereof, as follows:

ARTICLE I DEFINITIONS

SECTION 1.01 Definition of Terms

In addition to words and terms elsewhere defined in this Indenture, the following words and terms as used in this Indenture shall have the following meanings, unless some other meaning is plainly intended:

"Accountant" shall mean a firm of independent certified public accountants with experience in the practice of health care and governmental accounting and in matters related to the issuance of municipal obligations appointed by the Board of Supervisors and approved by the Trustee and the County.

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

"Act" shall mean Sections 31-27-1 *et seq.* and the County Hospital Act, as amended from time to time.

"Additional Bonds" means Additional Bonds as authorized pursuant to Section 2.05 hereof.

"Authorized County Representative" shall mean the President of the Board of Supervisors of the County, the Clerk or any other person subsequently designated to act under this Indenture and the Series 2021 Bonds on behalf of the County by a written certificate furnished to the Trustee containing the specimen signature of such person(s) and signed on behalf of the County by the President of the Board of Supervisors of the County.

"Authorized Investments" shall mean, to the extent permitted by law:

I. Permissible Investments

A. CERTIFICATES OF DEPOSIT or other interest bearing accounts issued by a qualified depository of the State as follows:

1. Qualified Depository of the State. A qualified depository of the State as a financial institution qualified by the State Treasurer as a depository in accordance with Section 27-105-5 of the Mississippi Code Annotated as amended. A list of qualified depositories is available from the State Treasurer.

2. Maturity. The certificate of deposit may mature or be redeemable by the holder on or prior to the date upon which such funds will be required for disbursements.

3. Interest Rate. Interest rates may be negotiated or determined by competitive bids. The interest rate on a certificate of deposit shall bear interest at a rate per annum not less than a simple interest rate numerically equal to the highest of:

(i) The discount rate on United States Treasury obligations of comparable maturity as published in the Wall Street Journal on the date of investment;

(ii) The current rate of interest paid on certificates of deposit; or

(iii) The Bonds equivalent yield paid on United States Treasury obligations of comparable maturity as published in the Wall Street Journal on the date of investment;

provided, however, that the proceeds from the sale of bonds issued pursuant to the joinder of supervisor's districts of adjacent counties in establishing industrial enterprises as set out in 57-1-131 through 57-1-145, Mississippi Code of 1972, or Chapter 3 of Title 57, Mississippi Code of 1972, may be invested in certificates of deposit issued by qualified depositories of the State bearing interest at any rate per annum which may be mutually agreed upon, but in no event shall said rate be less than the discount rate on United States Treasury obligations of comparable maturity.

4. Security. Said certificates of deposit shall be secured as otherwise required by applicable law.

B. DIRECT UNITED STATES TREASURY OBLIGATIONS guaranteed in full as to principal and interest by the United States of America, limited to the following:

1. U. S. Treasury Bills

2. U. S. Treasury Notes having remaining maturities of no more than eighteen (18) months unless a longer term is provided through compliance with Section II below.

3. U. S. Treasury Bonds having remaining maturities of no more than eighteen (18) months unless a longer term is provided through compliance with Section II below.

C. UNITED STATES GOVERNMENT AGENCY obligations having remaining maturities of no more that eighteen (18) months unless a longer term provided through

compliance with Section II, the principal and interest of which are fully guaranteed by the United States of America or an agency thereof, however, limited to the following:

1. Farm Credit System Financial Assistance Corporation Securities
2. Federal Home Loan Bank
3. Federal National Mortgage Association
4. Student Loan Marketing Association
5. Resolution Trust Corporation

Note 1: All investments in United States Government Agency obligations may not exceed 20% in the aggregate of all Series 2021 Bonds funds invested for 30 days or more.

Note 2: In no event shall the remaining maturity of any United States Government Agency obligations exceed 5 years.

Note 3: Pools consisting of Federal Home Loan Mortgage Corporation (Freddie Mac) Securities and/or Federal National Mortgage Association (Fannie Mae) mortgage backed securities are not permissible investments; however, such pools may be taken as collateral on deposits.

Funds received from the sale and redemption of bonds, notes, or certificates of indebtedness shall not be invested in securities of, or interests in, any open-end or closed-end management type investment company or investment trust, except that pursuant to 91-13-8, Mississippi Code of 1972, a bank trustee acting in a fiduciary capacity that is authorized to invest in direct obligations of the United States of America also may invest such public funds in securities of, or other interest in, an open-end or closed-end management type investment company or investment trust that meets the criteria set out in 91-13-8, Mississippi Code of 1972.

II. Maturities

A. Investments in the form of direct United States Treasury obligations, United States Agency obligations, certificates of deposit or repurchase agreements must mature or be redeemable by the holder on or prior to the date upon which funds will be required for disbursement.

B. Except with respect to the investment of the proceeds of refunding bonds and reserve established in connection with the issuance of any bonds, the maturity of investments shall not exceed 18 months from date of purchase, unless the Issuer makes a finding in writing that a longer term investment is in the County's best interest. Such finding must be spread upon the official minutes of the County and provided to the State Treasurer. Investments in the form of repurchase agreements shall not in any event exceed 30 days from date of purchase.

C. To avoid interest rate risk expense, investments should be made with the intent to hold until maturity and not for resale on the market.

III. Purchase and Sale of Securities

Direct United States Treasury obligations and United States Government Agency obligations must be purchased from qualified depositories of the State or registered Mississippi investment brokers who are members in good standing of or eligible for membership in the National Association of Securities Dealers (NASD), or from state and national banks qualified to do business in the State.

Certificates of deposit must be purchased from qualified depositories of the State.

At least eighty percent (80%) of the total dollar amount of all repurchase agreements entered into by any governmental entity investing funds governed by this regulation must be pursuant to contracts with qualified depositories of the State. Any remaining repurchase agreements may be entered into pursuant to contracts with investment brokers licensed by the State who are members in good standing of NASD, or from state and national banks qualified to do business in the State.

"Bankruptcy Code" means 11 United States Code Section 100 *et seq.*, as amended and supplemented from time to time.

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

"Blanket Letter of Representations" means the Blanket Letter of Representations of the County, dated October 21, 2011, and delivered to DTC.

"Board of Supervisors" shall mean the Board of Supervisors of Pearl River County, Mississippi.

"Bond Year" means the period from the bond closing through June 30, 2013, and thereafter each twelve (12) month period from each July 1 to and including June 30 of the following year, beginning with the period ending June 30, 2013.

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

"Bonds" means the Series 2021 Bonds and any additional bonds.

"Bond Counsel" shall mean an nationally recognized attorney or firm of attorneys with experience in matters relating to the issuance of municipal obligations appointed by the County.

"Bond Register" means, when used with respect to the Series 2021 Bonds, the registration records maintained by the Trustee pursuant to Section 3.06 of this Indenture.

"Bondholder" or **"Holder"** or **"owner"** or any similar term, when used with reference to the Series 2021 Bonds, shall mean any Person who shall be the registered owner of the Series 2021 Bonds Outstanding.

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

"Clerk" shall mean the Clerk of the Board of Supervisors.

"Closing Date" shall mean _____, 2021 or such date as may be set thereafter as is allowed by the provisions of this Indenture.

"Code" shall mean the Internal Revenue Code of 1986, as amended, and the regulations of the Department of the Treasury promulgated thereunder from time to time.

"Conversion Date" shall mean July 1, 2022.

"Conversion Opinion" shall mean opinion of Bond Counsel to the effect that, on and after the Conversion Date, the interest on the Series 2021 Bonds reissued after such date will be excludable from the gross income of the recipients for federal and State income tax purposes.

"Costs of Issuance" means any and all reasonable costs and expenses properly documented relating to the issuance, sale and delivery of the Series 2021 Bonds, and the execution and delivery of this Indenture, including, but not limited to, all reasonable fees and expenses properly documented of legal counsel, financial consultants, feasibility consultants, the Placement Agent and Accountants, the initial reasonable fees and expenses properly documented of the Trustee, any fee to be paid to the County, the preparation and printing of this Indenture, any preliminary official statement and final official statement, the Series 2021 Bonds and all other related closing documents, and all other reasonable expenses relating to the issuance, sale and delivery of the Series 2021 Bonds to be paid from the proceeds of the Series 2021 Bonds, including but not limited to bond or reserve fund insurance premiums, credit enhancements or liquidity facility fees, and any other costs which are treated as "issuance costs" within the meaning of Section 147(g) of the Code.

"Counsel" means an attorney duly admitted to practice law before the highest court of any state and approved by the County and the Trustee.

"County" shall mean Pearl River County, Mississippi.

"County Hospital Act" shall mean Section 41-13-1 *et seq.* of the Mississippi Code of 1972, as amended from time to time.

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

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

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

"Escrow Agent" shall mean Hancock Whitney Bank, Jackson, Mississippi, its successors and assigns.

"Escrow Fund" means the fund established in the Escrow Deposit Trust Agreement, dated as of _____, 2021, by and between the County and the Escrow Agent.

"Event of Default" shall mean any of those events defined as Events of Default by Section 10.01 of this Indenture.

"Extraordinary Services" and **"Extraordinary Expenses"** shall mean all services rendered and all expenses incurred by the Trustee under this Indenture other than Ordinary Services and Ordinary Expenses.

"Fiscal Year" shall mean the fiscal year for the County commencing September 1 of each year, or such other fiscal year as may be established by the Board of Supervisors of the County.

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

"General Account" means the account by that name created by Section 6.02 hereof for the Series 2021 Bonds.

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

"Governmental Obligations" means to the extent permitted by State law (a) direct obligations of the United States of America; (b) obligations guaranteed as to principal and interest by the United States of America or any federal agency whose obligations are backed by the full faith and credit of the United States of America, including: U.S. Treasury obligations, Farmers Home Administration (or the successor thereto), General Services Administration, Guaranteed Title XI financing, Government National Mortgage Association (GNMA), and state and local government series ("SLGS").

"Hospital" shall mean the hospital facility known as the "Pearl River County Hospital," located in and owned by the County.

"Indenture" shall mean this Trust Indenture as it may be amended or supplemented from time to time by a Supplemental Indenture or Supplemental Indentures in accordance with Article XIII hereof.

"Independent Counsel" shall mean any attorney or firm of attorneys duly admitted to practice law before the highest court of any state of the United States of America or the District of Columbia and not an officer or full time employee of the County or the Trustee, appointed by the County and approved by the Trustee.

"Interest Payment Date" means each January 1 and July 1, commencing July 1, 2021, and ending on the date of payment in full of the Bonds.

"Net Proceeds" shall mean proceeds from the sale of the Series 2021 Bonds, plus any original issue premium, less the Placement Agent's discount.

"Office of the Trustee" shall mean the corporate trust office of Citizens Bank of Meridian, presently located in Meridian, Mississippi, or the corporate trust office of the Trustee at the time serving as such under this Indenture.

"Officer's Certificate" means a certificate signed by an authorized officer of the Board of Supervisors of the County, evidenced by appropriate action or approval, as applicable.

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

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

"Ordinary Services" and **"Ordinary Expenses"** shall mean those services normally rendered and those expenses normally incurred by a trustee under instruments similar to this Indenture.

"Outstanding" when used with reference to the Series 2021 Bonds means, as of a particular date, the Series 2021 Bonds theretofore issued under the Indenture, except any:

(1) Series 2021 Bonds theretofore canceled by the Trustee or delivered to the Trustee for cancellation;

(2) Series 2021 Bonds in exchange for or in lieu of which another Series 2021 Bonds is issued; and

(3) Series 2021 Bonds deemed to have been paid in accordance with this Indenture; provided, however, that any Series 2021 Bonds owned or held by or for the account of the County shall not be deemed Outstanding for the purpose of any consent or other action or any calculation of any Series 2021 Bonds Outstanding provided for in this Indenture.

"Paying Agent" shall mean the Trustee.

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

"Placement Agent" shall mean Raymond James & Associates, Inc., Memphis Tennessee.

"Private Placement Agreement" shall mean the private placement agreement dated _____, 2021, between the County and the Placement Agent for the Placement of the Series 2021 Bonds.

"Principal Payment Date" means the maturity date or redemption date (including any sinking fund redemptions), if any, of any Bond.

"Property" shall mean any and all rights, titles and interests in and to any and all property whether real, personal or mixed, or tangible or intangible, and wherever situated.

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

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

"Redemption Account" means the account by that name created by Section 6.02 hereof for the Series 2021 Bonds.

"Redemption Price" shall mean, with respect to any Series 2021 Bonds, the principal amount of such Series 2021 Bonds plus the applicable premium, if any, payable upon the prior redemption thereof pursuant to this Indenture.

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

"Refunded Bonds" shall mean the \$4,595,000 Pearl River County, Mississippi Limited Obligation Revenue Refunding Bonds, Series 2012 (Pearl River County, Mississippi Hospital and Nursing Home Project), dated October 16, 2012, maturing _____ through _____, inclusive, called for redemption on _____, 20__.

"Refunding Project" shall mean the defeasance and refunding of the Refunded Bonds.

"Resolution" shall mean a resolution or order duly adopted by the Board of Supervisors and certified as to its validity by the Clerk.

"Revenues" shall mean the Tax Pledge.

"Series 2021 Bonds" shall mean the obligations of the County issued pursuant to Section 2.01 of this Indenture.

"Series 2021 Project" shall mean the defeasance and refunding of the Refunded Bonds, payment of the Cost of Issuance of the Series 2021 Bonds, and for related purposes.

"State" shall mean the State of Mississippi.

"Supplemental Indenture" shall mean any indenture amending or supplementing this Indenture executed by the County, the Hospital and the Trustee in accordance with the terms of Article XIII of this Indenture.

"Tax Certificate" shall mean the County's Tax Certificate delivered by the County as of the Closing Date.

"Tax Pledge" shall mean the County's levy and pledge of up to five (5) mills on all taxable property within the County pursuant to Section 41-13-25, Mississippi Code of 1972, as amended from time to time.

"Tax-Exempt Rate" shall mean the tax-exempt rates per annum set forth in Section 2.03 of this Indenture.

"Taxable Rate" shall mean the taxable rates per annum set forth in Section 2.03 of this Indenture

"Transferred Proceeds" shall mean funds transferred, if any, from the funds and accounts of the Refunded Bonds held pursuant to Trust Indenture between the County, the Board of Trustees of the Pearl River County Hospital and Hancock Whitney Bank, as trustee for the Refunded Bonds, dated September 1, 2012, the to fund a portion of the Series 2021 Project.

"Treasury Regulations" shall mean the final Income Tax Regulations promulgated by the Department of the Treasury and applicable to the Bonds including Sections 1.148-0 through 1.148-11 and Sections 1.149 and 1.150-2 relating to arbitrage compliance and other matters relating to the exclusion of interest on the Series 2021 Bonds from gross income for federal income tax purposes.

"Trustee" shall mean Citizens Bank of Meridian, Meridian, Mississippi, or the trustee at the time serving as such under this Indenture.

SECTION 1.02 Rules of Interpretation.

For all purposes of this Indenture, except as otherwise expressly provided or unless the context otherwise requires:

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

(b) All references in this instrument to designated **"Articles"**, **"Sections"** and other subdivisions are to the designated Articles, Sections and other subdivisions of this instrument as originally executed. The words **"herein"**, **"hereof"**, **"hereunder"**, and **"herewith"** and other words

of similar import refer to this Indenture as a whole and not to any particular Article, Section or other subdivision.

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

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

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

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

ARTICLE II AUTHORIZATION AND ISSUANCE OF BONDS

SECTION 2.01 Authorization and Issuance of Series 2021 Bonds.

Bonds of the County to be known and designated as "Pearl River County, Mississippi (Convertible to Tax-Exempt) Limited Obligation Hospital Refunding Bonds, Series 2021" are hereby authorized to be issued. The aggregate principal amount of Series 2021 Bonds that may be issued, authenticated and Outstanding hereunder is _____ Dollars (\$_____). There is hereby created by this Indenture, in the manner and to the extent provided herein, a continuing pledge and lien to secure the full and final payment of the principal or Redemption Price of and interest on all of the Series 2021 Bonds issued pursuant to this Indenture. The Series 2021 Bonds shall be payable solely from the Revenues. The State shall not be liable on the Series 2021 Bonds and the Series 2021 Bonds shall not be a debt, liability, pledge of the faith or loan of the credit of the State. The Series 2021 Bonds shall contain on the face thereof a statement to the effect that the County is obligated to pay the principal of the Series 2021 Bonds, the interest and the redemption premium, if any, thereon only from the Revenues and that the State is not obligated to pay such principal, interest or redemption premium, if any, and that neither the faith and credit nor the taxing power of the State is pledged to the payment of the Series 2021 Bonds.

SECTION 2.02 Purpose and Disposition of Series 2021 Bonds.

The purpose for issuing the Series 2021 Bonds is to fund the Escrow Fund in order to provide funds for the Refunding Project, to fund the Bonds Issuance Expense Account of the General Fund and to pay Costs of Issuance. Upon the delivery of the Series 2021 Bonds and receipt of the net proceeds therefor, the County shall deliver or cause to be delivered to the Escrow Agent proceeds of the Series 2021 Bonds in the amount of \$_____ (\$_____ par amount of Series 2021 Bonds, less a Placement Agent's discount of \$_____, less a net original issue discount of \$_____, together with Transferred Proceeds in the amount of \$_____, for deposit (i) into the Escrow Fund \$_____; and (ii) into the Bonds

Issuance Expense Account of the General Fund, the sum of \$_____ to pay Costs of Issuance.

SECTION 2.03 General Description of the Series 2021 Bonds.

The Series 2021 Bonds shall be issuable as fully registered Bonds in the denomination of \$100,000 each, or integral multiples of \$1,000 in excess thereof up to the amount of a single maturity, and the Series 2021 Bonds shall be numbered from one (1) upward.

Each Series 2021 Bonds shall carry an original date of its delivery, _____, 2021 and shall carry the date on which it is authenticated. If a Series 2021 Bonds is authenticated on or prior to July 1, 2021, it shall bear interest from the Closing Date. Each Series 2021 Bond authenticated after July 1, 2021, shall bear interest from the most recent Interest Payment Date to which interest has been paid as of the date of authentication of such Series 2021 Bonds unless such Series 2021 Bonds is authenticated after a Record Date and on or before the next succeeding Interest Payment Date, in which event the Series 2021 Bonds will bear interest from such next succeeding Interest Payment Date.

Interest on the Series 2021 Bonds shall be payable on January 1 and July 1 of each year, commencing July 1, 2021, until the Series 2021 Bonds are paid. Interest will be calculated using a 360-day year based on twelve (12), 30-day months.

The Series 2021 Bonds shall mature on July 1 in the years and in the principal amounts, and shall bear interest at the rates per annum, all as set forth below:

<u>YEAR OF MATURITY</u>	<u>AMOUNT</u>	<u>TAX-EXEMPT RATE</u>	<u>TAXABLE RATE</u>
2022	\$294,000	N/A	0.750%
2023	255,000		0.900
2024	260,000		1.000
2025	261,000		1.100
2026	267,000		1.200
2027	273,000		1.500
2028	279,000		1.650
2029	284,000		1.750
2030	280,000		1.900
2031	291,000		2.100
2032	297,000		2.200

SECTION 2.04 Conversion from Taxable Bonds to Tax-Exempt Bonds

Prior to the Conversion Date (if any), commencing on the date of delivery of the Series 2021 Bonds, to but not including the Conversion Date, the Series 2021 Bonds shall bear interest at a taxable fixed rate as provided in Section 2.03 above. Upon the receipt by the Trustee of a Conversion Opinion, upon which the Purchaser is entitled to rely, commencing on the Conversion Date through the final maturity date, the Series 2021 Bonds shall bear interest at the Tax-Exempt Rate.

SECTION 2.05 Reissuance of Bonds as Tax-Exempt

The Series 2021 Bonds shall be initially issued bearing interest at the Taxable Rate, which interest is included in the gross income of the recipient for federal and State income tax purposes. On and after the Conversion Date, if any, the Series 2021 Bonds will be reissued for federal tax purposes as bearing interest at the Tax-Exempt Rate, which interest is expected to be excludable from the gross income of the recipient for federal and State income tax purposes. The issuance of a Conversion Opinion is a condition precedent to the occurrence of the Conversion Date. If such condition precedent is not satisfied, there will be no Conversion Date, the Series 2021 Bonds will continue to bear interest at the Taxable Rate, and the interest thereon will be included in the gross income of the recipients thereof for federal and State income tax purposes. In connection with the conversion of the interest rate on the Series 2021 Bonds, the County covenants to (a) execute and timely file an Internal Revenue Service Form 8038-G (or similar form which may be required by law as of the Conversion Date), (b) execute a federal tax exemption certificate and any other documents required by Bond Counsel in order to provide the Conversion Opinion, (c) execute a certificate as of the Conversion Date designating the Series 2021 Bonds as "qualified tax-exempt obligations" as defined in and for the purposes of Section 265(b)(3) of the Code, and (d) provide the Purchaser with copies of the foregoing documents as soon as is practicable. The Purchaser is not required to surrender the Series 2021 Bonds in order for interest to convert from the Taxable Rate to the Tax-Exempt Rate.

SECTION 2.06 Provisions for Issuance of Bonds

The Series 2021 Bonds shall be executed by Authorized Officers of the County for issuance under this Indenture and delivered to the Trustee and thereupon shall be authenticated by the Trustee and by it delivered to the County or to the purchasers thereof, as specified in a written order of the County, but only upon the receipt by the Trustee of:

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

(b) A written order as to the delivery of such Series 2021 Bonds, signed by an Authorized Officer;

(c) Copies of the resolutions adopted and approved by the Board of Supervisors authorizing the execution and delivery of this Indenture and the issuance and sale of such Series 2021 Bonds, certified by an Authorized Officer;

(d) An Opinion of Bond Counsel dated as of the date of delivery thereof;

(e) A certificate of an Authorized Officer that the issuance of such Series 2021 Bonds will not violate any limitations in the Act or any other laws of the State as to the amount of Series 2021 Bonds that may be Outstanding from time to time;

(f) A certificate of the County stating its agreement to execute and deliver the Tax Certificate and the Form 8038-G Bonds on the Conversion Date and such other documents as may be necessary to insure the reissuance of the Series 2021 Bonds on the Conversion Date at the Tax-Exempt Rate;

(g) Forms of the Tax Certificate and the Form 8038-G to be executed and delivered by the County on the Conversion Date;

(f) A certificate of an Authorized Officer that the Act has not been repealed or amended in a manner that would adversely affect the rights of owners of such Series 2021 Bonds; and

(g) Such further documents, moneys and securities as are required by Bond Counsel and the Placement Agent.

SECTION 2.07 Provisions for Issuance of Additional Bonds.

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

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

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

(b) Irrevocable instructions to the Trustee, satisfactory to it, to give notice provided for in Section 4.05 to the owners of the Bonds being refunded; and

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

SECTION 2.08 Form of Bonds.

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

SECTION 2.09 Book-Entry Only System.

The Series 2021 Bonds shall be initially issued in the form of a separate single fully registered Bonds for each of the maturities thereof. Upon initial issuance, the ownership of each such Series 2021 Bonds shall be registered in the name of Cede & Co., as nominee of DTC, and except as provided in Section 2.07 hereof, all of the outstanding Series 2021 Bonds shall be registered in the Bond Register in the name of Cede & Co., as nominee of DTC.

With respect to Series 2021 Bond registered in the Bond Register in the name of Cede & Co., as nominee of DTC, the County and the Trustee shall have no responsibility or obligation to any participant for whom DTC is a security depository nominee ("DTC participants") or to any person on behalf of whom such a DTC participant holds an interest in the Series 2021 Bonds. Without limiting the immediately preceding sentence, the County and the Trustee shall have no

responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC participant with respect to any ownership interest in the Series 2021 Bonds, (ii) the delivery to any DTC participant or any other person, other than a Bondholder, as shown in the Bond Register, of any notice with respect to the Series 2021 Bonds, including any notice of redemption, or (iii) the payment to any DTC participant or any other person, other than a Bondholder, as shown in the Bond Register, of any amount with respect to principal of, premium, if any, or interest on, the Series 2021 Bonds. Notwithstanding any other provision of this Indenture to the contrary, the County, the Trustee and each Paying Agent, if any, shall be entitled to treat and consider the person in whose name each Series 2021 Bonds is registered in the Bond Register as the absolute owner of such Series 2021 Bonds for the purpose of payment of principal, premium, if any, and interest with respect to such Series 2021 Bonds, for the purpose of giving notices of redemption and other matters with respect to such Series 2021 Bonds, for the purpose of registering transfers with respect to such Series 2021 Bonds, and for all other purposes whatsoever. The Trustee and each Paying Agent, if any, shall pay all principal of, premium, if any, and interest on the Series 2021 Bonds only to or upon the order of the respective Bondholders, as shown in the Bond Register as provided in this Indenture, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the County's obligations with respect to payment of principal of, premium, if any, and interest on the Series 2021 Bonds to the extent of the sum or sums so paid. No person other than a Bondholder, as shown in the Bond Register, shall receive a Series 2021 Bonds certificate evidencing the obligation of the County to make payments of principal, premium, if any, and interest pursuant to this Indenture. Upon delivery by DTC to the Trustee of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Indenture with respect to interest checks or drafts being mailed to the Registered Owner at the close of business on the Record Date, the words -- "Cede & Co." in this Indenture shall refer to such new nominees of DTC; and upon receipt of such a notice the Trustee shall promptly deliver a copy of the same to each paying agent, if any.

SECTION 2.10 Successor Securities Depository; Transfers Outside Book-Entry Only System.

In the event that the County and the Trustee determine that DTC is incapable of discharging its responsibilities described herein and in the Representation Letter or that it is in the best interest of the Beneficial Owners of the Series 2021 Bonds that they be able to obtain certificated Series 2021 Bonds, the County and the Trustee shall (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC participants of the appointment of such successor securities depository and transfer one or more separate Series 2021 Bonds certificates to such successor securities depository or (ii) notify DTC and DTC participants of the availability through DTC of Series 2021 Bonds certificates and transfer one or more separate Series 2021 Bonds certificates to DTC participants having Series 2021 Bonds credited to their DTC accounts. In such event, the Series 2021 Bonds shall no longer be restricted to being registered in the Bond Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Bondholders

transferring or exchanging Series 2021 Bonds shall designate, in accordance with the provisions of this Indenture.

SECTION 2.11 Payments and Notices to Cede & Co.

Notwithstanding any other provision of this Indenture to the contrary, so long as any of the Series 2021 Bonds is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Series 2021 Bonds and all notices with respect to such Bonds shall be made and given, respectively, in the manner provided in the Representation Letter. The Trustee shall request in each notice sent to Cede & Co. pursuant to the terms of this Indenture that Cede & Co. forward or cause to be forwarded such notice to the DTC participants.

ARTICLE III GENERAL TERMS AND PROVISIONS OF BONDS

SECTION 3.01 Medium, Form and Place of Payment.

The Bonds shall be payable, with respect to interest, principal and Redemption Price, in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts. Interest shall be payable by check mailed on the Interest Payment Date to the Registered Owners as of the Record Date. The County may provide for the payment of interest on Bonds to holders of \$1,000,000 or more by wire transfer or by such other method as is acceptable to the Trustee and the Bondholder. Principal shall be payable at the principal corporate trust office of the Trustee upon presentation of the Bonds to be paid.

SECTION 3.02 Legends.

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

SECTION 3.03 Execution.

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

SECTION 3.04 Authentication.

No Bonds shall be valid or obligatory for any purpose or entitled to any security or benefit under this Indenture unless and until a certificate of authentication on such Bonds substantially in the following form shall have been duly executed by the Trustee, and such executed certificate of the Trustee upon any such Bonds shall be conclusive evidence that such Bonds has been authenticated and delivered under this Indenture:

CERTIFICATE OF AUTHENTICATION

This Series 2021 Bonds is one of the Series 2021 Bonds issued and delivered pursuant to the provisions of the within mentioned Indenture.

CITIZENS BANK OF MERIDIAN,
as Trustee

By: _____
Authorized Signatory

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

SECTION 3.05 Mutilated, Lost, Stolen or Destroyed Bonds.

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

SECTION 3.06 Registration and Exchange of Bonds; Persons Treated as Owners.

The County shall cause the Bond Register to be kept by the Trustee at its principal corporate trust office, and the Trustee is hereby constituted and appointed the bond registrar of the County. At reasonable times and under reasonable regulations established by the Trustee, said records may be inspected and prepared by the County or by Beneficial Owners (or a designated representative thereof) of 5% or more in aggregate principal amount of the Bonds then Outstanding.

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

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

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

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

SECTION 3.07 Destruction of Bonds.

Whenever any Outstanding Bonds shall be delivered to the Trustee for cancellation pursuant to this Indenture or upon payment of the principal amount or interest represented thereby or for replacement pursuant to Section 3.05 hereof, such Bonds shall be cancelled and destroyed by the Trustee and a counterpart of a certificate of destruction evidencing such destruction shall be furnished by the Trustee to the County.

SECTION 3.08 Nonpresentment of Bonds.

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

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

SECTION 3.09 Other Obligations Payable from Revenues.

The County shall grant no liens or encumbrances on or security interests in the Trust Estate (other than those created by this Indenture), and, except for the Bonds, shall issue no Bonds or other evidences of indebtedness payable from the Trust Estate.

SECTION 3.10 Temporary Bonds.

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

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

such owner. All temporary Bonds surrendered in exchange either for another temporary Bonds or Bonds or for a definitive Bond or Bonds shall be forthwith cancelled by the Trustee.

SECTION 3.11 Limitations on Obligations of County.

The Bonds, together with interest thereon, shall be limited obligations of the County but payable solely from Revenues and shall be a valid claim of the respective owners thereof only against the Funds and Accounts, other than the Rebate Fund and any Accounts created thereunder, established hereunder, all of which are hereby assigned and pledged hereunder for the equal and ratable payment of the Bonds and shall be used for no other purpose than the payment of the Bonds, except as may be otherwise expressly authorized in this Indenture. The Bonds do not constitute a debt or liability of the State or of any political subdivision thereof under the constitution of the State or a pledge of the faith and credit of the State or any political subdivision thereof, but shall be payable solely from the Revenues and funds pledged therefor in accordance with this Indenture. The issuance of the Bonds under the provisions of the Act does not directly, indirectly or contingently, obligate the State or any political subdivision thereof to levy any form of taxation, except for the Tax Pledge, for the payment thereof or to make any appropriation for their payment and such Bonds and the interest payable thereon do not now and shall never constitute a debt of the State or any political subdivision thereof within the meaning of the constitution of the State or the statutes of the State and do not now and shall never constitute a charge against the credit or taxing power of the State or any political subdivision thereof. Neither the State nor any agent, attorney, member or employee of the State or of the County, shall in any event be liable for the payment of the principal of, and premium, if any, or interest on the Bonds or damages, if any, for the nonperformance of any pledge, mortgage, obligation or agreement of any kind whatsoever which may be undertaken by the County. No breach by the County of any such pledge, mortgage, obligation or agreement may impose any liability, pecuniary or otherwise, upon the State or any of the State's or the County's agents, members, attorneys, and employees or any charge upon the general credit of the State or a charge against the taxing power of the State or any political subdivision thereof.

SECTION 3.12 Immunity of Officers.

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

**ARTICLE IV
REDEMPTION OF BONDS PRIOR TO MATURITY**

SECTION 4.01 Privilege of Redemption and Redemption Prices and Terms for Series 2021 Bonds.

(a) Optional Redemption. The Series 2021 Bonds which mature on or after July 1, 2028 are subject to optional redemption prior to maturity in whole or in part on July 1, 2028 and on any date thereafter at par plus accrued interest to the date of redemption plus accrued interest t to the date of redemption with selection of the Series 2021 Bonds to be redeemed within a maturity to be made by lot by the Trustee.

SECTION 4.02 Redemption at the Election or Direction of the County.

In the case of any redemption of Bonds, the County shall give written notice to the Trustee of its election or direction so to redeem, of the redemption date, of the principal amounts of the Bonds of each maturity to be redeemed (which maturities and principal amounts thereof to be redeemed shall be determined by the County in its sole discretion, subject to any limitations with respect thereto contained in the Act or this Indenture) and of the moneys to be applied to the payment of the Redemption Price. Such notice shall be given at least thirty (30) days but no more than forty-five (45) days prior to the redemption date or such shorter period as shall be acceptable to the Trustee.

SECTION 4.03 Selection of Bonds to be Redeemed.

If less than all of the Bonds are to be redeemed, the Bonds shall be redeemed only in whole multiples of \$5,000. For purposes of redemption, each \$5,000 of principal shall be considered as a Bond. If less than all of the Bonds shall be called for redemption, the principal amount and maturity of the particular Bonds to be redeemed shall be selected by the County and the Trustee shall select the particular Bonds to be redeemed by lot within a maturity in such manner as the Trustee may determine. If redemption at a Redemption Price exceeding 100% of the principal amount redeemed is to take place as of any mandatory sinking fund redemption date, the Bonds to be so redeemed by such mandatory sinking fund redemption shall be selected by lot prior to the selection of the Bonds to be redeemed on the same date by operation of the optional redemption provisions set forth herein.

SECTION 4.04 Redemption Payments.

If proper notice of redemption by mailing has been given as provided in Section 4.05, interest on the Bonds or portions thereof thus called shall no longer accrue after the date fixed for redemption. No payment shall be made by the Trustee upon any Bonds or portion thereof called for redemption until such Bonds or portion thereof shall have been delivered for payment or cancellation or the Trustee shall have received the items required by Section 3.05 hereof with respect to any mutilated, lost, stolen or destroyed Bonds.

SECTION 4.05 Notice of Redemption.

Notice of the call for any redemption (which may be a conditional notice), identifying the Bonds to be redeemed, shall be given by the Trustee by mailing a copy of the redemption notice by registered or certified mail at least 30 days but not more than 45 days prior to the date fixed for redemption to the Placement Agent and to the Registered Owner of each Bonds to be redeemed at the address shown on the Bond Register. Failure to give such notice by mailing to any Bondholder or any defect in such notice, shall not affect the validity of any proceeding for the redemption of any other Bonds.

SECTION 4.06 Cancellation.

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

**ARTICLE V
GENERAL COVENANTS****SECTION 5.01 Payment of Principal and Interest.**

The County covenants and agrees that it will promptly pay the principal of and interest on every Bonds issued under this Indenture at the place, on the dates and in the manner provided herein and in said Bonds according to the true intent and meaning thereof, provided that the principal and interest are payable by the County solely from Revenues hereinafter pledged to the Trustee as security for the Bonds to the extent of that pledge.

SECTION 5.02 Performance of Covenants.

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

SECTION 5.03 Instruments of Further Assurance.

The County covenants and agrees that the Trustee may defend its rights to the payment of the Revenues for the benefit of the owners of the Bonds against the claims and demands of all persons whomsoever. The County covenants and agrees that it will do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, such indentures supplemental hereto and such further acts, instruments and transfers as the Trustee may reasonably require for the better assuring, transferring, pledging, assigning and confirming unto

the Trustee all and singular the rights assigned hereby and the amounts and other property pledged hereby to the payment of the principal of and interest on the Bonds.

SECTION 5.04 Accounts and Reports.

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

The Trustee, covenants and agrees to provide to the County, if requested, prior to the twentieth day of the month following the end of each six-month period, commencing with the period ending December 31, 2021, a statement of the amount on deposit in each Fund and Account as of the first day of that month and of the total deposits to and withdrawals from each Fund and Account during the preceding six-month period.

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

SECTION 5.05 Monitoring Investments.

The County covenants and agrees to regularly review the investments held by the Trustee in the Funds and Accounts for the purpose of assuring that the Revenues derived from such investments are sufficient to provide the debt service on Outstanding Bonds.

SECTION 5.06 Covenants Concerning Preservation of Tax Exemption.

After the Conversion Date, the County hereby covenant and agree to take all qualifying actions and to not fail to take any qualifying actions which are necessary in order to protect and preserve the exclusion from gross income for federal income tax purposes of the interest on the Bonds. For this purpose, the County shall approve and deliver to the Trustee a memorandum of compliance concerning the provisions of the Code necessary to protect and preserve such exclusion. Such memorandum of compliance may only be amended from time to time upon the receipt by the Trustee of an opinion of Bond Counsel to the effect that compliance by the County with the memorandum of compliance will not adversely affect the exclusion of interest on the Bonds from gross income of the holders thereof for federal income tax purposes.

SECTION 5.07 Covenants of the County Relating to the Tax Pledge.

(a) The County hereby covenants not to issue indebtedness that, when added to the Tax Pledge (assuming such levy has been put on regardless of whether it has actually been put on), would cause the County to exceed its statutory debt limits.

(b) The County hereby covenants to take such action as may be necessary to levy this Tax Pledge when and as required, to include the Tax Pledge in its annual budget if required and to not request the State Legislature to reduce the maximum millage for the Tax Pledge provided for by the County Hospital Act.

The Trustee shall not under any circumstances be responsible for determining whether the covenants set forth in this Section 5.07 are satisfied.

SECTION 5.08 Covenants Concerning Tax Pledge and Obligations of the County.

(a) The County hereby covenants to put on the Tax Pledge and to take the actions listed below and hereby pledges the Tax Pledge and other amounts available to the County pursuant to the actions below to provide for payments of debt service under this Indenture.

(b) If, at any time, the millage currently comprising the Tax Pledge is insufficient to pay any debt service on the Bonds by the earlier of thirty (30) days after the date on which any such payment was originally due and payable on September 1 of the current Fiscal Year, then the County shall increase the Tax Pledge in an amount not to exceed five (5) mills pursuant to the County Hospital Act by September 15 of such Fiscal Year. The County shall also commence one or more of the actions described in subparagraphs (1) or (2) below to ensure that moneys are available to cure any default in the payment of any debt service in the Bonds, either by the end of the applicable cure period described in the preceding sentence (regardless of whether the end of such cure period is before September 1 of the current Fiscal Year) or by the next Interest Payment Date, whichever first occurs. The action or actions to be taken by the County to fulfill its obligation under the preceding sentence are as follows:

(1) The County shall transfer moneys from the County general fund in accordance with Section 27-39-303, Mississippi Code of 1972, as amended to cure any default in the payment of any debt service on the Bonds, the moneys so transferred from the County general fund to be reimbursed from the Tax Pledge proceeds when collected; and/or

(2) The County shall issue a note or certificate of indebtedness (the "Short-Term Note") pursuant to Section 17-21-51 through Section 17-21-55, Mississippi Code of 1972, as amended from time to time, such Short-Term Note to be repaid from the Tax Pledge when collected, and the proceeds of such Short-Term Note shall be used to cure any default on the payment of any debt service in the Bonds.

(c) The proceeds of the transfer from the County general fund and/or the proceeds of the Short-Term Note (collectively, the "County Proceeds"), as applicable, shall be used to pay any defaulted debt service payment; and

(d) The Tax Pledge shall be used to pay a defaulted debt service payment provided, however, that there shall be credited against such obligations any County proceeds used to pay any such defaulted debt service payment.

(e) If the County has put on the Tax Pledge on September 15 of a Fiscal Year and any prior default in the payment of any debt service payment is subsequently cured, the County shall increase the Tax Pledge in an amount not to exceed five (5) mills on September 15 of the following Fiscal Year (the "Following September 15") only if:

(1) On the September 1 immediately preceding the Following September 15, a default exists in the payment of any debt service payment; or

(2) Prior to the following September 15, the County has taken action to cure a default in the payment of any debt service payment by transferring moneys from the County general fund and/or commencing proceedings to issue a Short-Term Note.

Under no circumstances shall the County be required to levy more than five (5) mills as provided in the County Hospital Act.

ARTICLE VI REVENUES AND FUNDS

SECTION 6.01 Source of Payment of Bonds.

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

SECTION 6.02 Creation of Funds.

There are hereby created by the County and ordered established the following funds to be held by the Trustee: (a) the General Fund; and (b) the Rebate Fund. There is hereby created and established in the General Fund a "General Account," "Bonds Issuance Expense Account," and "Redemption Account." Upon the written request of the County, the Trustee shall establish and maintain hereunder such additional Funds, Accounts or subaccounts as the County may specify from time to time to the extent that in the judgment of the Trustee the establishment of such Fund or Account is not to the material prejudice of the Trustee or the Bondholders.

SECTION 6.03 Deposit of Net Proceeds of Bonds.

(a) The Trustee shall deposit the proceeds (net of any Placement Agent's discount and original issue discount) from the sale of the Series 2021 Bonds in the manner provided in Section 2.02 hereof.

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

SECTION 6.04 Deposit of Revenues and Other Receipts.

Upon receipt of any Revenues or other receipts (except the proceeds of the Bonds), the Trustee shall deposit such amounts into the General Account.

SECTION 6.05 Operation of General Account.

The Trustee shall deposit in the General Account of the General Fund all amounts required to be deposited therein pursuant to the provisions of this Article VI.

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

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

(b) On or before 30 days after each anniversary of the issuance of the Bonds, the amounts, if any, to be transferred to the Rebate Fund.

SECTION 6.06 Operation of the Redemption Account.

The Trustee shall deposit in the Redemption Account all moneys received upon the sale or redemption prior to maturity of the Bonds and all other moneys required to be deposited therein pursuant to the provisions of Article IV and Article VI hereof, shall invest such funds pursuant to Article VIII hereof and shall disburse the funds held in the Redemption Account to redeem Bonds. Such redemption shall be made pursuant to the provisions of Article IV hereof. The Trustee shall pay the interest accrued on the Bonds so redeemed to the date of redemption from the General Account and the Redemption Price from the Redemption Account.

SECTION 6.07 [Reserved]**SECTION 6.08 [Reserved]****SECTION 6.09 Operation of Bonds Issuance Expense Account.**

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

(a) Upon receipt of acceptable invoices and the written authorization of the President of the Board of Supervisors to pay the Costs of Issuance of the Bonds or to reimburse the County for amounts previously advanced for such costs; and

(b) On the date which is sixty (60) days after the date of issuance of the Series 2021 Bonds, any funds remaining in the Bonds Issuance Expense Account shall be transferred to the General Account of the General Fund.

SECTION 6.10 Operation of the Rebate Fund.

(a) After the Conversion Date, the Trustee is authorized to establish and maintain, so long as any Series 2021 Bonds are outstanding and are subject to a requirement that arbitrage profits be rebated to the United States of America, a separate fund to be known as the "Rebate Fund." The Trustee shall make information regarding the Series 2021 Bonds and investments hereunder available to the County and shall make deposits and disbursements from the Rebate Fund in accordance with the memorandum of compliance received from the County pursuant to Sections 5.14 and 8.02 hereof, shall invest the Rebate Fund as directed by the County pursuant to said memorandum of compliance and shall deposit income from such investments immediately upon receipt thereof in the Rebate Fund. Anything in this Indenture to the contrary notwithstanding, the provision of this Section may be superseded or amended by a new memorandum of compliance delivered by the County and accompanied by an opinion of Bond Counsel addressed to the Trustee to the effect that the use of the new memorandum of compliance will not adversely affect the exclusion from gross income for federal income tax purposes of the interest on the Series 2021 Bonds.

(b) If a deposit to the Rebate Fund is required as a result of the computations made by the County pursuant to such memorandum of compliance, the Trustee shall upon receipt of direction from the County accept such payment for the benefit of the County and make transfers of moneys from the General Account to the Rebate Fund to comply with such direction. If amounts in excess of that required to be rebated to the United States of America accumulate in the Rebate Fund, the Trustee shall upon direction from the County transfer such amount to the General Account of the General Fund. Records of the determinations required by this Section and the investment instructions must be retained by the Trustee until six (6) years after the Series 2021 Bonds are no longer Outstanding.

(c) Not later than sixty (60) days after _____, 2026 and every five (5) years thereafter, the Trustee shall, upon written request of the County, pay to the United States of America ninety percent (90%) of the amount required to be on deposit in the Rebate Fund as of such payment date provided that direction from the County for transfer of such amount has been previously received by the Trustee pursuant to the provisions of Section 6.11(b), and further provided that funds were available in the General Account of the General Fund to make such transfers as directed and one hundred percent (100%) of the amount on deposit in the Rebate Fund as of such payment date. Not later than sixty (60) days after the final retirement of the Series 2021 Bonds, the Trustee shall, upon written request of the County pay to the United States of America one hundred percent (100%) of the balance remaining in the Rebate Fund. Each payment required to be paid to the United States of America pursuant to this Section shall be

filed with the Internal Revenue Service Center, Ogden, Utah 83401. Each payment shall be accompanied by a copy of the Form 8038-G originally filed with respect to the Series 2021 Bonds, if any, and a statement of the County summarizing the determination of the amount to be paid to the United States of America.

SECTION 6.11 Moneys to be Held in Trust.

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

SECTION 6.12 Amounts Remaining in Funds or Accounts.

Any amounts remaining in any Fund or Account after full payment of the Bonds and the fees, charges (including any required rebate to the United States of America) and expenses of the Trustee (and all other amounts due and owing hereunder) shall be distributed to the County, except as provided in Section 3.08 hereof.

SECTION 6.13 Certain Verifications.

The County and/or the Trustee from time to time may cause a firm of independent certified public Accountants of national standing or other nationally recognized experts to supply the County and the Trustee with such information as the County or the Trustee may request in order to determine in a manner reasonably satisfactory to the County and the Trustee all matters relating to (a) the sufficiency of projected cash flow receipts and disbursements to the Funds and Accounts to pay the principal of and interest on the Bonds; (b) the actuarial yields on the Outstanding Bonds as the same may relate to any data or conclusions necessary to verify that the Bonds are not arbitrage Bonds within the meaning of Section 148 of the Code; (c) the yields on any obligations acquired and held by the County and/or the Trustee; and (d) the rebate calculation required by Section 6.11 hereof. The County and/or the Trustee from time to time may also obtain an Opinion of Bond Counsel concerning post-issuance compliance with any federal legislation applicable to the Bonds.

**ARTICLE VII
TAX-EXEMPT COVENANTS**

SECTION 7.01 Code Compliance and County Representations.

- (a) On and after the Conversion Date, the County agrees and covenants:
- (1) to comply with the provisions and procedures of the Tax Certificate.
 - (2) to comply with the applicable requirements of the Code.
 - (3) not to take any action or omit to take any action, which action or omission, if reasonably expected on and after the Conversion Date, would cause the Series 2021 Bonds to be "private activity bonds" or "arbitrage bonds" within the meaning of Sections 141(a) and 148(a), respectively, of the Code, or any successor provisions.
- (b) Upon the Conversion Date, the County shall furnish to the Trustee a certificate of an Authorized County Representative to the effect that, on the basis of the facts, estimates and circumstances in existence on the Tax-Exempt Reissuance Date, it is not expected that the proceeds of the Series 2021 Bonds will be used in a manner that would cause such Series 2021 Bonds to be "arbitrage bonds" within the meaning of Section 148(a) of the Code and Treasury Regulations thereunder, and in such certificate the County shall set forth such facts and circumstances which may be in brief and summary terms, and shall state that to the best of the knowledge and belief of such Authorized County Representative, there are no other facts or circumstances that would materially change the expectations expressed in such certificate.
- (c) Upon the Conversion Date, the County shall promptly file a form 8038-G with the Internal Revenue Service or any similar form required by the Internal Revenue Service on the Tax-Exempt Reissuance Date.
- (d) Notwithstanding any other provisions of this Indenture to the contrary, so long as necessary in order to maintain the exclusion of interest on the Series 2021 Bonds from gross income of the Holders thereof for federal income tax purposes under Section 103(a) of the Code after the Conversion Date, the covenants contained in this Section shall survive the payment of the Series 2021 Bonds and the interest thereon.

**ARTICLE VIII
INVESTMENT OF MONEYS**

SECTION 8.01 General Provisions.

- (a) Any moneys held as part of any Fund or Account created under or pursuant to Article VI hereof and the Rebate Fund shall be invested or reinvested by the Trustee as continuously as reasonably possible in such Authorized Investments as may be directed in writing by the County. All such investments shall at all times be a part of the Fund or Account in which the moneys used to acquire such investments had been deposited and, except as provided in Article VI, all income and profits on such investments, other than from moneys on deposit in the Rebate Fund or any Account created thereunder, shall be deposited as received in the General

Account of the General Fund. The Trustee may make any and all such investments through its investment department or through the investment department of any financial institution which is an affiliate of the Trustee and may trade with itself or any of its affiliates in doing so. Moneys in separate Funds and Accounts may be commingled for the purpose of investment or deposit. Any investment losses shall be charged to the Fund or Account in which moneys used to purchase such investment had been deposited. For so long as the Trustee is in compliance with the provisions of this Section 8.01, the Trustee shall not be liable for any investment losses. Moneys in any Fund or Account shall be invested in Authorized Investments with a maturity date, or a redemption date which shall coincide as nearly as practicable with times at which moneys in such Funds or Accounts will be required for the purposes thereof. The Trustee shall sell and reduce to cash a sufficient amount of such investments in the respective Fund or Account whenever the cash balance therein is insufficient to pay the amounts contemplated to be paid therefrom at the time those amounts are to be paid. All investment income from the assets held in any Fund or Account, except for the Rebate Fund and any Accounts created thereunder, will be added to the General Account of the General Fund.

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

SECTION 8.02 Arbitrage Restrictions; Bonds to Remain Tax Exempt.

(a) The County shall provide the Trustee with a memorandum of compliance for the investments on the Funds and Accounts which shall govern the investment of the Funds and Accounts and the application of Section 8.02 hereof.

(b) Without limiting subsection (b) of Section 8.01 hereof, the County further covenants and agree that they will not take any action or fail to take any action with respect to the investment of the proceeds of any Bonds, or with respect to the investment or application of any payments under any other agreement or instrument entered into with the issuance of the Bonds, including but not limited to the obligation, if any, to rebate certain funds to the United States of America, which would result in the Series 2021 Bonds constituting arbitrage bonds within the meaning of such term as used in Section 148 of the Code. The County further agrees that it will not act in any other manner that would adversely affect the exclusion from gross income tax for federal income tax purposes of the interest on any Bonds.

ARTICLE IX DISCHARGE OF INDENTURE

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

Any Bonds shall be deemed to be paid within the meaning of this Indenture when (a) payment of the principal of such Bonds and interest thereon to the due date thereof (whether such due date be by reason of maturity or upon redemption as provided in this Indenture or otherwise), either (i) shall have been made or caused to have been made in accordance with the terms thereof, or (ii) shall have been provided for by irrevocably depositing with the Trustee, in trust and exclusively for such payment, (1) moneys sufficient to make such payment or (2) Governmental Obligations maturing as to principal and interest in such amounts and at such times, without consideration of any reinvestment thereof, as will insure the availability of sufficient moneys to make such payment, or (3) a combination of such moneys and Governmental Obligations, and (b) all necessary and proper fees and expenses of the Trustee pertaining to the Bonds, including the amount, if any, required to be rebated to the United States of America, with respect to which such deposit is made shall have been paid or deposited with the Trustee.

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

No such deposit under this Article shall be made or accepted hereunder and no use made of any such deposit unless the Trustee shall have received an Opinion of Bond Counsel to the effect that such deposit and use would not cause any of the Bonds to be treated as arbitrage bonds within the meaning of Section 148 of the Code. Moreover, no such deposit shall be deemed a payment of such Bonds unless the Trustee shall have received a verification from an Accountant or firm of Accountants appointed by the County and acceptable to the Trustee verifying the sufficiency of the deposit to pay the principal of, premium, if any, and interest on the Bonds to the due date, whether such due date be by reason of maturity or upon redemption.

Notwithstanding any provision of any other Article of this Indenture which may be contrary to the provisions of this Article, all moneys or Governmental Obligations set aside and held in trust pursuant to the provisions of this Article for the payment of Bonds (including

interest thereon but excluding any amounts set aside for rebate to the United States of America) shall be applied to and used solely for the payment of the particular Bonds (including interest thereon) with respect to which such moneys or obligations have been so set aside in trust.

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

ARTICLE X DEFAULT PROVISIONS AND REMEDIES OF TRUSTEE AND BONDHOLDERS

SECTION 10.01 Defaults; Events of Default.

If any of the following events occurs, it is hereby defined as and declared to be and to constitute an "Event of Default":

- (a) Default in the due and punctual payment of any interest on any Bonds; or
- (b) Default in the due and punctual payment of the principal or redemption premium of any Bonds whether at the stated maturity thereof or on any date fixed for redemption; or
- (c) Failure of the County to remit to the Trustee within the time limits prescribed herein any moneys which are required by this Indenture to be so remitted; or
- (d) Default in the performance or observance of any other of the covenants, agreements or conditions on the part of the County or the Hospital contained in this Indenture or in the Bonds and failure to remedy the same within the time provided in, and after notice thereof pursuant to, Section 10.10 hereof; or
- (e) Any warranty, representation or other statement by or on behalf of the County or the Hospital contained in this Indenture or in any instrument furnished in compliance with or in reference to this Indenture is false or misleading, when made, in any material respect, and failure to remedy the same within the time provided in, and after notice thereof pursuant to, Section 10.10 hereof; or
- (f) A petition is filed against the County under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction whether now or hereafter in effect and is not dismissed within 60 days after such filing; or
- (g) The County files a petition in voluntary bankruptcy or seeking relief under any provisions of any bankruptcy, reorganization, arrangement, insolvency, adjustment of debt,

dissolution or liquidation law of any jurisdiction whether now or hereafter in effect, or consents to the filing of any petition against it under such law; or

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

(i) The County or the Hospital for any reason shall be rendered incapable of fulfilling their obligations under this Indenture.

SECTION 10.02 Remedies; Rights of Bondholders.

Upon the occurrence of an Event of Default, the Trustee shall notify the owners of all Bonds then Outstanding of such Event of Default by registered or certified mail, and will have the following rights and remedies:

(a) The Trustee may pursue any available remedy at law or in equity or by statute to enforce the payment of the principal of and interest on the Bonds then Outstanding.

(b) The Trustee may by action or suit in equity require the County to account as if it were the trustee of an express trust for the holders of the Bonds.

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

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

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

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

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

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

SECTION 10.03 Rights of Bondholders to Direct Proceedings.

Anything in this Indenture to the contrary notwithstanding, but subject to Section 15.01 hereof, the Beneficial Owners of a majority in aggregate principal amount of Bonds then Outstanding shall have the right, at any time during the continuance of an Event of Default, by an instrument or instruments in writing executed and delivered to the Trustee, to direct the time, method and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions of this Indenture, or for the appointment of a receiver or any other proceedings hereunder; provided that such direction shall not be otherwise than in accordance with the provisions of law and of this Indenture.

SECTION 10.04 Appointment of Receivers.

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

SECTION 10.05 Application of Moneys.

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

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

FIRST - To the payment to the persons entitled thereto of all installments of interest then due on the Bonds, including interest on any past due principal of any Bonds at the rate borne by such Bonds, in the order of the maturity of the installments of such interest and, if the amount available shall not be sufficient to pay in full any particular installment, then to such

payment ratably, according to the amounts due on such installments, to the persons entitled thereto, without any discrimination or privilege;

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

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

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

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

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

SECTION 10.06 Remedies Vested in the Trustee.

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

SECTION 10.07 Rights and Remedies of Bondholders.

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

SECTION 10.08 Termination of Proceedings.

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

SECTION 10.09 Waivers of Events of Default.

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

SECTION 10.10 Notice of Defaults under Section 10.01(d) or (e); Opportunity of the County to Cure Such Defaults.

Anything herein to the contrary notwithstanding, no Default under Section 10.01(d) or (e) hereof shall constitute an Event of Default until actual notice of such Default by registered or certified mail shall be given to the County by the Trustee or the Beneficial Owners of not less than 25% in aggregate principal amount of all Bonds then Outstanding and the County shall have had 30 days after receipt of such notice to correct the Default or cause the Default to be corrected, and shall not have corrected the Default or caused the Default to be corrected within the applicable period; provided, however, if the Default be such that it is correctable but cannot be corrected within the applicable period, it shall not constitute an Event of Default if corrective action is instituted by the County within the applicable period and diligently pursued until the Default is corrected. If a Default is cured under this Section 10.10, then it will not constitute an Event of Default.

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

**ARTICLE XI
[RESERVED]**

**ARTICLE XII
TRUSTEE**

SECTION 12.01 Acceptance of the Trusts.

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

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

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

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

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

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

(f) As to the existence or nonexistence of any fact or as to the sufficiency or validity of any instrument, paper or proceeding, the Trustee shall be entitled in good faith to rely upon a certificate signed by an Authorized County Representative or Authorized Hospital Representative as sufficient evidence of the facts therein contained and prior to the occurrence of

an Event of Default of which the Trustee has become aware shall also be at liberty to accept a similar certificate to the effect that any particular dealing, transaction or action is necessary or expedient but may at its discretion secure such further evidence deemed necessary or advisable, but shall in no case be bound to secure the same. The Trustee may accept a certificate of an Authorized Officer of the County under its seal to the effect that a resolution in the form therein set forth has been adopted by the County as conclusive evidence that such resolution has been duly adopted and is in full force and effect. The Trustee may accept a certificate of an Authorized Officer of the Hospital under its seal to the effect that a resolution in the form therein set forth has been adopted by the Hospital as conclusive evidence that such resolution has been duly adopted and is in full force and effect.

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

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

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

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

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

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

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

SECTION 12.02 Fees, Charges and Expenses of the Trustee.

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

SECTION 12.03 Intervention by the Trustee.

In any judicial proceeding to which the County or the Hospital is a party and which in the opinion of the Trustee and its Counsel has a substantial bearing on the interests of the owners of the Bonds, the Trustee may intervene on behalf of the Bondholders, and shall do so if requested in writing by the Beneficial Owners of at least 25% of the aggregate principal amount of Bonds then Outstanding upon receiving indemnification satisfactory to the Trustee.

SECTION 12.04 Successor Trustee.

Any corporation or association into which the Trustee may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer its trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer to which it is a party ("Reorganization"), ipso facto, shall be and become successor Trustee hereunder, if legally qualified to serve as such, and be vested with all of the title to the Trust Estate and all the trusts, powers, discretions, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any instrument or any further act, deed or conveyance on the part of any of the parties hereto, anything herein to the contrary notwithstanding; provided that within (30) days of the effective date of such reorganization, the County or the Hospital may object to such corporation or association becoming successor Trustee by filing written notice of such objection with the Trustee and by mailing such notice to each Bondholder whereupon a successor or temporary Trustee shall be appointed in accordance with Section 12.07 hereof.

SECTION 12.05 Resignation by the Trustee.

The Trustee and any successor Trustee may at any time resign from the trusts hereby by giving thirty (30) days' written notice by registered or certified mail to the County, the Hospital and the owner of each Bonds as shown by the list of Bondholders required by this Indenture to be kept at the office of the Trustee, and such resignation shall only take effect upon the appointment of a successor Trustee in accordance with Section 11.07 and acceptance of such appointment by the successor Trustee.

SECTION 12.06 Removal of the Trustee.

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

SECTION 12.07 Appointment of Successor Trustee by the Bondholders; Temporary Trustee.

In case the Trustee shall resign or be removed, or be dissolved, or shall be in course of dissolution or liquidation, or otherwise become incapable of acting hereunder, or in case it shall be taken under the control of any public officer or officers, or of a receiver appointed by a court, a successor shall be appointed by the County by resolution. Notice of the appointment of a successor Trustee shall be given in the same manner as provided by Section 11.05 hereof with respect to the resignation of a Trustee. Every such Trustee appointed pursuant to the provisions of this Section shall be a trust company or bank duly authorized to exercise trust powers and having a reported capital and surplus of not less than \$75,000,000, if there be such an institution willing, qualified and able to accept the trust upon reasonable or customary terms.

SECTION 12.08 Concerning Any Successor Trustee.

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

SECTION 12.09 [Reserved].**SECTION 12.10 Successor Trustee as Trustee of Funds, Paying Agent and Registrar.**

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

**ARTICLE XIII
SUPPLEMENTAL INDENTURES**

SECTION 13.01 Supplemental Indentures not Requiring Consent of Bondholders.

The County and the Trustee may, without the consent of, or notice to, any of the Bondholders, enter into an indenture or indentures supplemental to this Indenture for any one or more of the following purposes:

- (a) To cure any ambiguity or formal defect or omission in this Indenture;
- (b) To grant to or confer upon the Trustee for the benefit of the Bondholders any additional benefits, rights, remedies, powers or authorities that may lawfully be granted to or conferred upon the Bondholders or the Trustee, or to make any change which, in the opinion of Bond Counsel, does not materially and adversely affect the interest of the owners of Outstanding Bonds and does not require unanimous consent of the Bondholders pursuant to Section 12.02 hereof;
- (c) To subject to this Indenture additional Revenues, properties or collateral;
- (d) To modify, amend or supplement this Indenture or any indenture supplemental hereto in such manner as to permit the qualification hereof and thereof under the Trust Indenture Act of 1939 or any similar federal statute hereafter in effect or to permit the qualification of the Bonds for sale under the securities laws of the United States of America or of any of the states of the United States of America, and, if they so determine, to add to this Indenture or any indenture supplemental hereto such other terms, conditions and provisions as may be permitted by said Trust Indenture Act of 1939 or similar federal statute;
- (e) To evidence the appointment of a separate or co-trustee or the succession of a new Trustee hereunder or the succession of a new registrar and/or paying agent; and
- (f) In connection with issuance of Additional Bonds.

SECTION 13.02 Supplemental Indentures Requiring Consent of Bondholders.

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

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

**ARTICLE XIV
MISCELLANEOUS**

SECTION 14.01 Consents. etc., of Bondholders.

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

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

(b) The fact of ownership of Bonds and the amount or amounts, numbers and other identification of Bonds, and the date of holding the same shall be proved by the Bond Register.

SECTION 14.02 Limitation of Rights.

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

SECTION 14.03 Severability.

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

SECTION 14.04 Notices.

Any notice, request, complaint, demand, communication or other paper shall be sufficiently given when delivered or mailed by registered or certified mail, postage prepaid, or sent by telegram, addressed to the appropriate notice address. A duplicate copy of each notice required to be given hereunder by the Trustee, the County, the Hospital or to the Qualified Entity, the Bonds Insurer or the Placement Agent shall also be given to the other. The County, the Hospital or the Trustee may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

SECTION 14.05 Trustee as Paying Agent and Registrar.

The Trustee is hereby designated and agrees to act as Paying Agent and registrar for and in respect to the Bonds.

SECTION 14.06 Payments Due on Saturdays, Sundays and Holidays.

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

SECTION 14.07 Counterparts.

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

SECTION 14.08 Receipt of Money or Revenues by Trustee.

The Trustee is an authorized agent of the County for purposes of receiving money and Revenues on behalf of the County.

It is not the intent of this Section 15.08, or any other Section of this Indenture, to create a power of attorney relationship between the County and the Trustee.

SECTION 14.09 Applicable Provisions of Law.

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

000659

IN WITNESS WHEREOF, Pearl River County, Mississippi, has caused this Indenture to be executed by the President of its Board of Supervisors and attested by the Clerk of the Board of Supervisors and its seal to be impressed hereon; and Citizens Bank of Meridian has caused this Indenture to be executed on its behalf by its Vice President/Trust Officer and Trust Officer, and its seal to be impressed hereon and attested by its authorized officer(s), all as of May 3, 2021.

PEARL RIVER COUNTY, MISSISSIPPI

By: [Signature]
President, Board of Supervisors

ATTEST:

[Signature]
Clerk, Board of Supervisors
(SEAL)

**CITIZENS BANK OF MERIDIAN,
Trustee**

By: _____

ATTEST:

Trust Officer
(SEAL)

000660

EXHIBIT "A"

FORM OF BOND

Unless this Series 2021 Bond is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the Trustee or its agent for registration of transfer, exchange, or payment, and this Series 2021 Bond is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

UNITED STATES OF AMERICA
STATE OF MISSISSIPPI

PEARL RIVER COUNTY, MISSISSIPPI
TAXABLE (CONVERTIBLE TO TAX-EXEMPT)
LIMITED OBLIGATION HOSPITAL REFUNDING BONDS
SERIES 2021

NO. _____ \$ _____

Taxable Interest Rate	Taxable-Exempt Interest Rate	Maturity Date	Original Issue Date	Date of Authentication	CUSIP
____%	____%	July 1, 20____	____ 1, 20____	____ 1, 20____	

Registered Owner: Cede & Co.

Principal Amount: \$ _____

Pearl River County, Mississippi (the "County"), a body politic, existing under the Constitution and laws of the State of Mississippi (the "State"), for value received, hereby promises to pay to the Registered Owner specified above, or registered assigns, upon surrender hereof, the principal amount stated above in lawful money of the United States of America but solely from the sources referred to herein and not otherwise, on the Maturity Date specified above, unless this Series 2021 Bond, as hereinafter defined, shall be redeemable and shall previously have been called for redemption and payment of the redemption price made or provided for, and to pay interest on such principal amount in like money, but solely from said sources, from the Interest Payment Date to which interest has been paid as of the date of authentication of this Series 2021 Bond (unless this Series 2021 Bond is authenticated on or before July 1, 2021, then from _____, or unless this Series 2021 Bond is authenticated after July 1, 2021, and on or before the next succeeding Interest Payment Date, then from such Interest Payment Date or unless payment of the interest on this Bond is in default, then from such date when interest has been paid in full) at the Taxable Interest Rate per annum stated above

prior to July 1, 2022 (the "Conversion Date"), and after the Conversion Date at the Tax-Exempt Interest Rate per annum stated above, payable on each January 1 and July 1, commencing July 1, 2021, until payment of such principal amount shall have been made upon redemption or at maturity. However, if the Series 2021 Bonds do not qualify for tax-exempt status on the Conversion Date, then the Series 2021 Bonds shall bear interest on and after the Conversion Date at the Taxable Interest Rate per annum stated above. The principal of this Series 2021 Bond is payable at the principal corporate trust office of Citizens Bank of Meridian, Meridian, Mississippi, as trustee, or at the principal corporate trust office of any successor trustee appointed under the Indenture hereinafter mentioned; and payments of interest hereon will be made to the Registered Owner hereof (whose name appears on the registration records kept by the Trustee at the close of business on the fifteenth day of the month prior to such Interest Payment Date) by check mailed on the Interest Payment Date by the Trustee to such Registered Owner at his address as it appears on the registration records of the County kept by the Trustee or at such other address as is furnished to the Trustee in writing by such Registered Owner or at the written election of the Registered Owner of \$1,000,000 or more in aggregate principal amount of Series 2021 Bonds delivered to the Trustee at least one Business Day prior to the Record Date (as defined in the Indenture) for which such election will be effective by wire transfer to the Registered Owner or by deposit into the account of the Registered Owner if such account is maintained by the Trustee.

This Series 2021 Bond and the other Series 2021 Bonds, and the interest payable hereon and thereon, are payable solely by the County from the Revenues (as defined herein) pledged therefor under the Indenture. This Series 2021 Bond and the other Series 2021 Bonds, both as to principal and interest, constitutes neither a debt, liability or loan of the credit of the State or any political subdivision thereof, except the County, under the constitution or statutes of the State nor a pledge of the faith and credit or the taxing power of the State or any political subdivision thereof except that the Series 2021 Bond is a limited obligation of the County and is payable from the avails of the levy and pledge of up to 5 mils on all taxable property within the County (the "Revenues") pursuant to Section 41-13-25 of the Mississippi Code of 1972, as amended from time to time (the "County Hospital Act").

This Series 2021 Bond is one of an authorized issue of bonds of the County known as Pearl River County, Mississippi, Taxable (Convertible to Tax-Exempt) Limited Obligation Refunding Bond, Series 2021 (Pearl River County Hospital and Nursing Home Project) (the "Series 2021 Bonds") issued under and secured by an Indenture of Trust dated as of _____, 2021 (the "Indenture") duly executed and delivered by the County to Citizens Bank of Meridian, Meridian, Mississippi, as trustee (the "Trustee"). The Series 2021 Bonds are limited in aggregate principal amount to _____ Dollars (\$_____). The Series 2021 Bonds are issued pursuant to Sections 31-27-1 et seq. of the Mississippi Code of 1972, as amended from time to time (the "Refunding Act") and the County Hospital Act (together, the "Act"), to provide funds, together with transferred proceeds, for (i) the defease and refunding of certain maturities of the \$4,595,000 Pearl River County, Mississippi Limited Obligation Revenue Refunding Bonds, Series 2012 (Pearl River County, Mississippi Hospital and Nursing Home Project), dated October 16, 2012, maturing _____ through _____, inclusive, on July 1, 2022 (the "Refunding Project") and (ii) payment of the costs of issuance of the Series 2021 Bonds (together, (i) and (ii) are hereinafter referred to as the "Series 2021 Project").

The Series 2021 Bonds are all equally and ratably secured by and entitled to the protection of the Indenture on a parity one with another and with any Additional Bonds which may be issued pursuant to Section 2.05 of the Indenture (collectively, the "Bonds"). To secure payment of principal of and interest on all the Bonds and performance of all other covenants of the County under the Indenture, the County, pursuant to the Indenture, has assigned and pledged to the Trustee, and has granted to the Trustee a security interest in, the Trust Estate (as defined in the Indenture), including all rights, title and interest of the County in and to all moneys and securities from time to time received and held by the Trustee under the Indenture and all income from the deposit, investment and reinvestment thereof except any moneys and securities held in the Rebate Fund established under the Indenture (all such money and funds and accounts referred to in the granting clauses of the Indenture are defined in the Indenture). Reference is hereby made to the Indenture for a description of the rights, duties and obligations of the County, the Trustee and the owners of the Bonds, the terms and conditions upon which the Series 2021 Bonds are issued and the terms and conditions upon which the Bonds will be paid at or prior to maturity, or will be deemed to be paid upon the making of provision for payment therefor. Copies of the Indenture are on file at the principal corporate trust office of the Trustee in Meridian, Mississippi.

This Series 2021 Bond is transferable by the Registered Owner hereof in person or by his attorney duly authorized in writing at the principal corporate trust office of the Trustee, but only in the manner and subject to the limitations prescribed in the Indenture and upon surrender and cancellation of this Series 2021 Bond. This Series 2021 Bond may be transferred without cost to the Registered Owner except for any tax or governmental charge required to be paid with respect to the transfer. Upon such transfer a new Series 2021 Bond or Series 2021 Bonds of the same maturity and of authorized denomination or denominations for the same aggregate principal amount will be issued to the transferee in exchange therefor.

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

The Series 2021 Bonds are issuable as fully registered bonds in denominations of \$5,000 and any integral multiple thereof. Subject to the limitations and upon payment of any taxes or governmental charges, Series 2021 Bonds may be exchanged for a like aggregate principal amount of Series 2021 Bonds of the same maturity of authorized denominations.

The Series 2021 Bonds which mature on or after July 1, 2028 are subject to optional redemption prior to maturity in whole or in part on July 1, 2028, and on any date thereafter at par plus accrued interest to the date of redemption with selection of the Series 2021 Bonds to be redeemed within a maturity to be made by lot by the Trustee.

In the case of any redemption of Bonds, the County shall give written notice to the Trustee of its election or direction so to redeem, of the redemption date, of the principal amounts of the Bonds of each maturity to be redeemed (which maturities and principal amounts thereof to

be redeemed shall be determined by the County in its sole discretion, subject to any limitations with respect thereto contained in the Act or the Indenture) and of the moneys to be applied to the payment of the Redemption Price. Such notice shall be given at least thirty (30) days but no more than forty-five (45) days prior to the redemption date or such shorter period as shall be acceptable to the Trustee.

If less than all of the Bonds are to be redeemed, the Bonds shall be redeemed only in whole multiples of \$5,000. For purposes of redemption, each \$5,000 of principal shall be considered as a Bond. If less than all of the Bonds shall be called for redemption, the principal amount and maturity of the particular Bonds to be redeemed shall be selected by the County and the Trustee shall select the particular Bonds to be redeemed by lot within a maturity in such manner as the Trustee may determine. If redemption at a Redemption Price exceeding 100% of the principal amount redeemed is to take place as of any mandatory sinking fund redemption date, the Bonds to be so redeemed by such mandatory sinking fund redemption shall be selected by lot prior to the selection of the Bonds to be redeemed on the same date by operation of the optional redemption provisions set forth herein.

If proper notice of redemption by mailing has been given as provided in Section 4.05, interest on the Bonds or portions thereof thus called shall no longer accrue after the date fixed for redemption. No payment shall be made by the Trustee upon any Bonds or portion thereof called for redemption until such Bonds or portion thereof shall have been delivered for payment or cancellation or the Trustee shall have received the items required by Section 3.05 of the Indenture with respect to any mutilated, lost, stolen or destroyed Bonds.

Notice of the call for any redemption (which may be a conditional notice), identifying the Bonds to be redeemed, shall be given by the Trustee by mailing a copy of the redemption notice by registered or certified mail at least 30 days but not more than 45 days prior to the date fixed for redemption to the Placement Agent and to the Registered Owner of each Bonds to be redeemed at the address shown on the Bond Register. Failure to give such notice by mailing to any Bondholder or any defect in such notice, shall not affect the validity of any proceeding for the redemption of any other Bonds.

All Bonds which have been redeemed shall not be reissued but shall be cancelled and destroyed by the Trustee in accordance with Section 3.07 of the Indenture.

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

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The County hereby certifies, recites and declares that all acts, conditions and things required by the constitution and statutes of the State, the Indenture, and resolutions of the County to exist, happen and be performed prior to the issuance of this Series 2021 Bond do exist, have happened and have been performed in due time, form and manner as required by the Act; that the issuance of the Series 2021 Bonds, together with all other obligations of the County, does not exceed or violate any constitutional or statutory limitation applicable to the County; and that the Revenues pledged to the payment of the principal of and interest on the Series 2021 Bonds, as the same become due, are designed to be sufficient in amount for that purpose.

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

IN WITNESS WHEREOF, the County has caused this Bond to be executed in its name by the manual or facsimile signature of the President of the Board of Supervisors of the County, countersigned by the manual or facsimile signature of the Clerk of the county, under the manual or facsimile seal of the County, which said facsimile signatures and seal said officials adopt as and for their own proper signatures and seal, as of the ____ day of ____, 2021.

PEARL RIVER COUNTY, MISSISSIPPI

By:

PRESIDENT, BOARD OF SUPERVISORS

COUNTERSIGNED:

CHANCERY CLERK

(SEAL)

000665

CERTIFICATE OF AUTHENTICATION

This Series 2021 Bond is one of the Series 2021 Bonds issued and delivered pursuant to the provisions of the within mentioned Indenture.

CITIZENS BANK OF MERIDIAN,
as Trustee

By: _____
Authorized Signatory

REGISTRATION AND VALIDATION CERTIFICATE

STATE OF MISSISSIPPI
COUNTY OF PEARL RIVER

I, the undersigned Chancery Clerk of Pearl River County, Mississippi, do hereby certify that the within Bond has been duly registered by me as an obligation of said County pursuant to law in a record kept in my office for that purpose, and has been validated and confirmed by Decree of the Chancery Court of Pearl River County, Mississippi, rendered on the ____ day of _____, 2021.

Chancery Clerk

(SEAL)

000666

ASSIGNMENT

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

(Please Insert Social Security or other Identifying Number of Assignee)

(Please print or typewrite name and address of Assignee)

the within Series 2021 Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____, Attorney, to transfer the within Series 2021 Bond on the records kept for registration thereof, with full power of substitution in the premises.

Dated: _____

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within Series 2021 Bond in every particular, without alteration or any change whatever

Signature Guaranteed:

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

PRIVATE PLACEMENT AGREEMENT

This **PRIVATE PLACEMENT AGREEMENT** dated _____, 2021 (this "**Placement Agreement**"), is by and between PEARL RIVER 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 of the County, acting for and on behalf of the County, has authorized the issuance of the County's (Convertible to Tax-Exempt) Limited Obligation Hospital Refunding Bonds, Taxable, Series 2021, in the aggregate total principal amount of \$_____ (the "**Bonds**"), pursuant to the provisions of a Bond Resolution adopted by the Board of Supervisors on _____, 2021 (the "**Bond Resolution**"); and

WHEREAS, the proceeds of the Bonds will be used to provide funds for the defeasance and refunding of all or a portion of the outstanding maturities of the \$4,595,000 Pearl River County, Mississippi Limited Obligation Revenue Refunding Bonds, Series 2012 (Pearl River County, Mississippi Hospital and Nursing Home Project), dated October 16, 2012, maturing _____, 20__ through _____, 20__, inclusive on _____, 20__ (the "**Series 2012 Bonds**"), as described in **Schedule I** hereto; and

WHEREAS, the Bonds are more fully described in the Bond Resolution and in **Schedule II** attached hereto; and

WHEREAS, the County has employed the Placement Agent to act as its agent in connection with the private placement of the Bonds.

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

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

Section 2. Appointment of Placement Agent. Pursuant to the Bond Resolution and this Placement Agreement, the County hereby appoints the Placement Agent as exclusive placement agent with respect to the Bonds, and the Placement Agent hereby accepts such appointment, with such duties as described herein and in the Bond Resolution.

Section 3. Placement of the Bonds. The Placement Agent hereby agrees, as the agent of the County, that RiverHills Bank and Bank of Yazoo City (the "**Purchasers**"), have agreed to extend the credit in the form of the Bonds, pursuant to the terms set forth in the Purchasers' Term Sheets dated _____, 2021, and accepted by the County on _____, 2021, attached hereto as **Schedule III**. The Purchasers are to acquire the Bonds at a price as set forth in **Schedule IV** (the "**Bond Price**"). It is understood that the acquisition of the Bonds by the Purchasers is subject to (a) receipt by the Purchasers and the Placement Agent of an opinion of Butler

Snow LLP ("**Bond Counsel**") to the effect that the Bonds constitute valid and legally binding obligations of the County payable from and secured by an irrevocable pledge of the avails of a direct and continuing tax to be levied annually without limitation as to time, rate or amount upon all the taxable property within the geographical limits of the County, as and to the extent set forth in the Bond Resolution, and to the effect that the interest on the Bonds is exempt from federal and State of Mississippi income taxes under existing laws, regulations, rulings and judicial decisions; (b) the delivery of certificates in form and tenor satisfactory to the Placement Agent and the Purchasers evidencing the proper execution and delivery of the Bonds 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 Bonds from the County to the Purchasers; and (c) satisfaction of other conditions specified in the Bond Resolution.

Section 4. The Purchasers shall be required to deposit the Bond Price with or as directed by the County on or before _____, 2021 (the "**Closing Date**"), as set forth in **Schedule IV** attached hereto. Subject to the acquisition of the Bonds by the Purchasers, the County will pay \$ _____ from the proceeds of the Bonds or from other funds of the County to the Placement Agent for its Placement Agent Fee (the "**Placement Agent Fee**") on or after the Closing Date. The Bonds will be placed on the Closing Date with the Purchasers in accordance with the exemptions set forth in Rule 15c2-12 of the Securities and Exchange Commission.

Section 5. Tax Exemption. Bond Counsel will deliver an opinion to the effect that interest on the Bonds is excludable from gross income for federal income tax purposes under existing statutes, regulations, rulings and court decisions.

Section 6. Registration with DTC & CUSIP Numbers; No Rating or Offering Document. The Bonds shall be (i) registered with Depository Trust Company or any other securities depository, and (ii) assigned a CUSIP number by Standard & Poor's CUSIP Service. The Bonds shall not be (i) assigned a separate rating by any municipal securities agency, (iii) issued pursuant to any type of offering document or official statement, or.

Section 7. Payment to the County. The Placement Agent agrees that it will, on the Closing Date, cause the Purchasers to directly fund the Bond Price in immediately available funds pursuant to directions of the County. If the Purchasers does not transfer the Bond Price of the Bonds to be acquired by it (to or as directed by the County) or otherwise refuses to acquire the Bonds, the Placement Agent will use its reasonable best efforts to arrange for a substitute Purchasers for the Bonds on the terms set forth in Section 3.

Section 8. Limitation. Nothing contained in this Placement Agreement shall obligate the Placement Agent to acquire the Bonds in the event the Purchasers fails to pay the Bond Price of the Bonds or in the event the Placement Agent is unable to arrange for the acquisition of the Bonds.

Section 9. 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 Bonds which are to be paid from the balance of the proceeds of the Bonds not utilized for the defeasance and refunding of the Series 2012 Bonds or from other funds of the County.

Section 10. Obligations of Placement Agent. The County acknowledges and agrees that this Placement Agreement does not constitute a guarantee by the Placement Agent to arrange the placement of the Bonds. It is understood that the 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 acknowledges and agrees that the Placement Agent is being retained to act solely as placement agent for the Bonds, and not as an agent, advisor or fiduciary to the County, and that this Placement Agreement is not intended to confer rights or benefits on any member, affiliate, shareholder or creditor of the County or any other person or entity or to provide the County 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 acknowledges and agrees that: (i) the transaction contemplated by this Placement Agreement is an arm's length, commercial transaction between the County 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; (ii) the Placement Agent has not assumed any advisory or fiduciary responsibility to the County 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 with respect to the transaction contemplated hereby expressly are set forth in this Placement Agreement; and (iv) the County has consulted its own legal, accounting, tax, financial and other advisors, as applicable, to the extent it has deemed appropriate.

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.

Section 14. Investor Letter. On or prior to the Closing Date, the Purchasers shall execute an Investor Letter in substance and in form satisfactory to the County, Bond Counsel and the Placement Agent.

[The remainder of this page is intentionally left blank; signature pages to follow.]

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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., as Placement Agent**

By: _____
Lindsey Rea, Managing Director

000671

**PEARL RIVER COUNTY,
MISSISSIPPI**

[SEAL]

By: _____
President, Board of Supervisors

ATTEST:

By: _____
Chancery Clerk

(SEAL)

SCHEDULE I**000672****REFUNDED BONDS**

\$4,595,000 (original principal amount, of which \$_____ remains outstanding) Pearl River County, Mississippi Limited Obligation Revenue Refunding Bonds, Series 2012 (Pearl River County, Mississippi Hospital and Nursing Home Project), dated October 16, 2012, maturing July 1 of each year listed below:

Maturity Date	Interest Rate	Principal Amount	Redemption Date	Redemption Price
--------------------------	--------------------------	-----------------------------	----------------------------	-----------------------------

SCHEDULE II**000673**

\$ _____
PEARL RIVER COUNTY, MISSISSIPPI
TAXABLE (CONVERTIBLE TO TAX-EXEMPT)
LIMITED OBLIGATION HOSPITAL REFUNDING BONDS
SERIES 2021

Dated: _____, 2021

Interest Due: January 1 and July 1 of each year, commencing July 1, 2021

MATURITY (JULY 1)	PRINCIPAL AMOUNT DUE \$	INTEREST RATE %	YIELD %	BOND PRICE %
------------------------------	--	--------------------------------	--------------------	-----------------------------

[* Mandatory Sinking Fund Redemption. The Bonds are issued as a term bond subject to mandatory sinking fund redemption prior to its scheduled maturity on _____ 1 in the years listed below at a redemption price of 100% of the principal amount redeemed plus accrued interest to the redemption date from an irrevocable pledge of the avails of a direct and continuing tax to be levied annually without limitation as to time, rate or amount upon all the taxable property within the geographical limits of the County, including, without limitation, amounts from such tax which are on deposit in the County's 2021 Bond Fund created under the Bond Resolution in accordance with the following schedule:

Year	Principal Amount
-------------	-------------------------

**Final Maturity

Interest Payment Date. The Bonds shall bear interest from the date thereof at the rate or rates hereafter specified, payable semi-annually on January 1 and July 1 of each year (each an "Interest Payment Date"), commencing July 1, 2021.

Optional Redemption. [INSERT PROVISIONS].

SCHEDULE III

TERM SHEET

000674

SCHEDULE IV

BOND PRICE

000675

Par Amount of Bonds

\$ _____

BOND PRICE DUE TO COUNTY:

\$ _____,000.00

000676

ESCROW DEPOSIT TRUST AGREEMENT

PEARL RIVER COUNTY, MISSISSIPPI

AND

HANCOCK WHITNEY BANK
Jackson, Mississippi,
Escrow Agent

Dated _____, 2021

FOR:

\$4,595,000
PEARL RIVER COUNTY, MISSISSIPPI
LIMITED OBLIGATION HOSPITAL REFUNDING BONDS
SERIES 2021
(PEARL RIVER COUNTY, MISSISSIPPI HOSPITAL & NURSING HOME PROJECT)

Dated: October 16, 2012

000677

This **ESCROW DEPOSIT TRUST AGREEMENT** (this "**Agreement**") is made and entered into _____, 2021, by and among **PEARL RIVER COUNTY, MISSISSIPPI** (the "**County**") and **HANCOCK WHITNEY BANK**, Jackson, Mississippi, as escrow agent hereunder (in such capacity, the "**Escrow Agent**");

WITNESSETH:

WHEREAS, pursuant to a Trust Indenture dated as of September 1, 2012 (the "**2012 Indenture**") between the County, the Board of Trustees of Pearl River County Hospital and Hancock Bank, as trustee (the "**2012 Trustee**"), the County issued its \$4,595,000 Limited Obligation Revenue Refunding Bonds, Series 2012 (Pearl River County, Mississippi Hospital and Nursing Home Project) dated October 16, 2012 (the "**2012 Bonds**"); and

WHEREAS, the County has determined that it is in its best interest to prepay a portion of the outstanding 2012 Bonds equal to \$_____ to provide funds for the defeasance and refunding of the outstanding maturities of the 2012 County Bonds maturing July 1, ____ through July 1, ____, both inclusive, on July 1, 2022 (the "**Refunded Bonds**") at par plus accrued interest; and

WHEREAS, pursuant to the 2012 Indenture, the liens, rights and interest granted by the 2012 Indenture as to the Refunded Bonds shall cease, determine and become null and void upon the deposit in trust with the Escrow Agent of either moneys in an amount that shall be sufficient, or SLGS and/or U. S. Obligations (as such terms are hereinafter defined) (together the "**Escrowed Securities**"), the principal of and the interest on which when due will provide moneys which, together with the moneys, if any, deposited with the Escrow Agent at the same time, will be sufficient to pay the interest due and principal to become due on the Refunded Bonds on and prior to July 1, 2022 (the "**Redemption Date**"); and

WHEREAS, the County has determined that it is in the best interest of the County to deposit in trust with the Escrow Agent the Escrowed Securities the principal of and the interest on which when due will provide that which, together with cash, if any, deposited with the Escrow Agent at the same time, will be sufficient, to pay the interest due and principal to become due on the Refunded Bonds on or before the Redemption Date; and

WHEREAS, in order to deposit such amount of moneys and Escrowed Securities in trust, pursuant to a Trust indenture dated _____, 2021 (the "**2021 Indenture**") between the County and Citizens Bank of Meridian, Meridian, Mississippi (the "**2021 Trustee**"), the County has authorized and directed the issuance of its \$_____ Taxable (Convertible to Tax-Exempt) Limited Obligation Hospital Refunding Bonds, Series 2021, dated _____, 2021 (the "**Series 2021 Bonds**"); and

WHEREAS, such moneys and Escrowed Securities are to be used to provide funds to finance the defeasance and refunding of the Refunded Bonds (the "**Refunding Project**"); and

WHEREAS, to provide funds for the Refunding Project, in the 2012 Indenture the 2012 Trustee is directed to transfer \$_____ of the proceeds of the Series 2021 Bonds from the [Refunding Account] under the 2012 Indenture to the Escrow Agent for deposit into the Escrow Fund created in this Agreement; and

WHEREAS, a portion of the proceeds derived from the Series 2021 Bonds, in addition to other available funds received by the Escrow Agent, will be applied to the purchase of certain Escrowed Securities, which principal amount of Escrowed Securities will mature and produce investment income and earnings at such times and in such amounts together with certain amounts held in cash as will be sufficient to pay when due all of the principal of, redemption premium, if any, and interest on the Refunded Bonds, including the redemption price of the Refunded Bonds; and

WHEREAS, in order to provide for the proper and timely application of the moneys deposited in said trust, the maturing principal amount of the Escrowed Securities purchased or transferred thereby and investment income and earnings derived therefrom to the payment of the Refunded Bonds, it is necessary to enter into this Agreement with the Escrow Agent on behalf of the holders from time to time of the Refunded Bonds.

NOW, THEREFORE, the County by approving this Agreement, in consideration of the foregoing and the mutual covenants herein set forth and in order to secure the payment of the principal of, redemption premium, if any, and interest on all of the Refunded Bonds according to their respective tenor and effect, does by these presents hereby grant, warrant, demise, release, convey, assign, transfer, alienate, pledge, set over and confirm, unto the Escrow Agent, and its successors in the trusts hereby created, and to it and its assigns forever, all and singular, the property hereinafter described, to wit:

DIVISION I

All right, title and interest in and to any funds deposited herewith derived from a portion of the proceeds of the Series 2021 Bonds.

DIVISION II

All right, title and interest in and to all income, earnings and increment derived from or accruing to the Escrowed Securities purchased from a portion of the money described in DIVISION I hereof and more particularly described in **SCHEDULE A**, attached hereto and made a part hereof.

DIVISION III

Any and all other property that is by the express provisions of this Agreement required to be subject to the pledge hereof and any additional property of every kind and nature, from time to time hereafter, by delivery or by writing of any kind, conveyed, pledged, assigned or transferred as and for additional security hereunder, by the County or by anyone on their respective behalf, and the Escrow Agent is hereby authorized to receive the same at any time as additional security hereunder.

TO HAVE AND TO HOLD, all and singular, the trust estate, including all additional property that by the terms hereof has or may become subject to the encumbrances of this Agreement, unto the Escrow Agent, and its successors and assigns, forever in trust, however, for the benefit and security of the holders from time to time of the Refunded Bonds; but if the Refunded Bonds shall be fully and promptly paid when due, in accordance with the terms thereof

and hereof, then this Agreement shall be and become void and of no further force and effect, otherwise the same shall remain in full force and effect, and upon the trusts and subject to the covenants and conditions hereinafter set forth.

ARTICLE I

DEFINITIONS

SECTION 1.01 DEFINITIONS. In addition to words and terms elsewhere defined in this Agreement, the following words and terms as used in this Agreement shall have the following meanings, unless some other meaning is plainly intended.

"Agreement" shall mean this Escrow Deposit Trust Agreement, dated as of September 1, 2021, by and among the County and the Escrow Agent.

"Authorized Newspaper" shall mean both a newspaper or financial journal of general circulation in New York, New York, printed in the English language, being customarily published on each business day whether or not published on Saturdays, Sundays or holidays, such as *The Bond Buyer*.

"Escrowed Securities" shall mean together the SLGS and U. S. Obligations, if any.

"SLGS" shall mean United States Securities State and Local Government Series ("SLGS").

"Trust Estate", "trust estate" or "pledged property" shall mean the property, rights and interest of the County which are subject to the lien of this Agreement.

"2012 Trustee" shall mean the trustee under the 2012 Indenture for the Refunded Bonds, which at the date of this Agreement is Hancock Whitney Bank, Gulfport, Mississippi.

"U. S. Obligations" shall mean the direct obligations of the United States of America Treasury or such other federal securities as may be permitted under regulations issued pursuant to Section 149(b) of the Internal Revenue Code of 1986, as amended, which shall be Government Obligations under the 2012 Indenture.

"Written Request" with respect to the County shall mean a request in writing signed by either the President of the Board of Supervisors of the County, or by any other officer of the County duly authorized and satisfactory to the Escrow Agent.

Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Words importing the singular number shall include the plural number and vice versa unless the context shall otherwise indicate. The word "person" shall include corporations, associations, natural persons and public bodies unless the context shall otherwise indicate. Reference to a person other than a natural person shall include its successors.

ARTICLE II

ESTABLISHMENT OF FUNDS; FLOW OF FUNDS

SECTION 2.01 CREATION OF ESCROW DEPOSIT TRUST FUND. There is hereby created and established with the Escrow Agent for the Refunded Bonds a special and irrevocable trust fund designated the 2012 Escrow Deposit Trust Fund (the "Escrow Deposit Trust Fund"), to be held in the custody of the Escrow Agent separate and apart from other funds of the County and the Escrow Agent. The Escrow Deposit Trust Fund shall be administered pursuant to this Agreement.

Concurrently with the delivery of the Series 2021 Bonds and the receipt of proceeds therefor, the County has authorized and hereby authorizes the 2021 Trustee to transfer to the Escrow Agent, and the Escrow Agent acknowledges receipt of, immediately available moneys in the amount of \$_____ from proceeds of the Series 2021 Bonds (the "Escrow Requirement"), which Escrow Requirement is to be deposited to the Escrow Deposit Trust Fund. As set forth in the verification report (the "Verification Report") of The Arbitrage Group (the "Verification Agent"), delivered on September 1, 2012, by the County to the Escrow Agent, the amount of the Escrow Requirement will be sufficient to purchase the Escrowed Securities, which will mature in principal amounts and earn income and earnings at such times, all as described in **SCHEDULE A**, so that sufficient moneys will be available to pay (i) the interest due and principal payable on the Refunded Bonds each January 1 and July 1, commencing January 1, 20__ through and including July 1, 20__, and (ii) to pay the principal outstanding of the Refunded Bonds on the Redemption Date at par.

The Verification Agent has verified that the deposit in escrow of the Escrow Requirement will produce sufficient funds to pay interest due and principal payable on the Refunded Bonds until July 1, 20__, and to redeem on said date all of the Redemption Date maturing thereafter, all of which have been called for redemption on said date, at par.

SECTION 2.02 IRREVOCABLE TRUST CREATED. The deposit of moneys for the Escrow Requirement and Escrowed Securities in the Escrow Deposit Trust Fund shall constitute an irrevocable deposit of such moneys and Escrowed Securities for the benefit of the holders of the Refunded Bonds, except as provided herein with respect to amendments permitted under Section 4.01 hereof. The holders of the Refunded Bonds shall have an express lien on all moneys and principal of and earnings on the Escrowed Securities deposited in the Escrow Deposit Trust Fund until applied in accordance with this Agreement. The matured principal of the Escrowed Securities and the interest thereon shall be held in trust by the Escrow Agent, and shall be transferred in the necessary amounts as hereinafter set forth in Section 2.05 to the 2012 Trustee for the Refunded Bonds for the payment of interest and principal on the Refunded Bonds as the same becomes due and payable and to the payment of the principal outstanding of the on the Redemption Date.

SECTION 2.03 PURCHASE OF ESCROWED SECURITIES. The Escrow Agent is hereby directed to purchase immediately the Escrowed Securities listed on **SCHEDULE A**. The Escrow Agent shall purchase the Escrowed Securities solely from the Escrow Requirement moneys deposited in the Escrow Deposit Trust Fund. The Escrow Agent shall apply the moneys

deposited in the Escrow Deposit Trust Fund, and the Escrowed Securities purchased therewith, together with all income or earnings thereon, in accordance with the provisions hereof. The Escrow Agent shall have no power or duty to invest any moneys held hereunder or to make substitutions of the Escrowed Securities held hereunder or to sell, transfer or otherwise dispose of the Escrowed Securities acquired hereunder except as provided in this Agreement.

SECTION 2.04 SUBSTITUTION OF OBLIGATIONS. Notwithstanding any other provision of this Agreement, at the Written Request of the County and upon compliance with the conditions hereinafter stated, the Escrow Agent shall have the power to sell, transfer, otherwise dispose of or request the redemption of the Escrowed Securities held hereunder and to substitute therefor Escrowed Securities; provided, however, the foregoing may be effected only if: (i) the substitution of the Escrowed Securities for the substituted Escrowed Securities occurs simultaneously; (ii) the amounts of and dates on which the anticipated transfers from the Escrow Deposit Trust Fund to the 2012 Trustee for the payment of principal of, redemption premium, if any, and interest on the Refunded Bonds, will not be diminished or postponed thereby; (iii) the Escrow Agent shall receive from a nationally recognized independent certified public accountant firm a certification that, immediately after such substitution, the principal of and the interest on the Escrowed Securities in the Escrow Deposit Trust Fund when due and paid will, together with any other moneys held for such purpose, be sufficient to pay the principal of, redemption premium, if any, and interest on the Refunded Bonds, when due, in accordance with this Agreement; and (iv) the Escrow Agent shall receive an opinion from Butler Snow LLP, or from any other nationally recognized attorneys on the subject of municipal bonds, to the effect that the disposition and substitution or purchase of such Escrowed Securities will not, under the statutes, rules, regulations and court decisions then in force and applicable to the Refunded Bonds, impair the federal tax-exempt status of the interest on the 2012 Bank Bonds and that such disposition and substitution or purchase is not inconsistent with the statutes and regulations applicable to the 2012 Bank Bonds and compliance with the terms of the 2012 Indenture, and that the conditions of this Section 2.04 have been satisfied. Any surplus moneys resulting from the sale, transfer, other disposition or redemption of the Escrowed Securities held hereunder and the substitutions therefor of Escrowed Securities, shall be released from the Trust Estate and shall be transferred to the 2021 Trustee for deposit in the General Account of the General Fund under the 2021 Indenture for the Series 2021 Bonds, and used for the purposes described therein.

The County hereby covenants and agrees that it will not request the Escrow Agent to exercise any of the powers described in the preceding paragraph in any manner which will cause the 2012 Bonds be arbitrage bonds within the meaning of Section 148(a) of the Internal Revenue Code of 1986, as amended (the "**Code**"), and the regulations thereunder in effect on the date of such request and applicable to obligations issued on the issue date of the 2012 Bonds. The Escrow Agent shall purchase such substituted securities with the proceeds derived from the maturity, sale, transfer, disposition or redemption of the Escrowed Securities held hereunder or from other moneys available.

SECTION 2.05 TRANSFERS FROM ESCROW DEPOSIT TRUST FUND. As the principal of the Escrowed Securities set forth in **SCHEDULE A** (subject to the reinvestment, if any, of the principal and interest made pursuant to Section 2.06 and the application of investment earnings in accordance with Section 2.06), shall mature and be paid, and the investment income and earnings thereon are paid, the Escrow Agent shall, no later than each interest payment date

for the Refunded Bonds, transfer from the Escrow Deposit Trust Fund to the 2012 Trustee for the Refunded Bonds amounts sufficient to pay the interest and principal on the Refunded Bonds coming due on each interest payment date and to pay the principal outstanding of the Redemption Date on the Redemption Date, all as set forth in **SCHEDULE B** hereto. Such amounts are to be applied by the 2021 Trustee to the payment of all principal of, redemption premium, if any, and interest on the Refunded Bonds for the equal and ratable benefit of the holders of the Refunded Bonds. Currently, principal, redemption premium, if any, and interest on the Refunded Bonds are payable at the principal office of the 2012 Trustee in Gulfport, Mississippi.

SECTION 2.06 INVESTMENT OF CERTAIN MONEYS REMAINING IN TRUST FUNDS. Any moneys remaining from time to time in the Escrow Deposit Trust Fund until such time that they are needed may be invested and reinvested in Escrowed Securities maturing no later than the next interest payment date or Redemption Date of the Refunded Bonds, or such periods or at such interest rates that the Escrow Agent shall be directed to invest by a Written Request of the County, which must be accompanied by an opinion of Butler Snow LLP, or any other nationally recognized bond counsel which opinion shall also be to the effect that such reinvestment of such moneys and the interest rate on such moneys will not, under the statutes, rules and regulations then in force and applicable to obligations issued on the date of issuance of the Series 2021 Bonds or the Refunded Bonds, cause the interest on the 2012 Bonds to be subject to federal income taxation. In addition, the Escrow Agent shall receive from a nationally recognized independent certified public accounting firm a certification that, immediately after such transaction, the principal of and the interest on the Escrowed Securities in the Escrow Deposit Trust Fund when due and paid will, together with any other moneys held for such purpose, be sufficient to pay the principal of, redemption premium, if any, and interest on the Refunded Bonds, when due. To the extent amounts are not reinvested in accordance with the provisions of this Section 2.06, such amounts shall be held uninvested as provided in the Verification Report.

SECTION 2.07 FUNDS AND ACCOUNTS CONSTITUTE TRUST FUNDS. All the funds and accounts created and established pursuant to this Agreement shall be and constitute trust funds for the purposes provided in this Agreement and shall be kept separate and distinct from all other funds of the County and the Escrow Agent and used only for the purposes and in the manner provided in this Agreement.

SECTION 2.08 TRANSFER OF FUNDS AFTER ALL PAYMENTS REQUIRED BY THIS AGREEMENT ARE MADE. After all of the transfers by the Escrow Agent to the 2012 Trustee for payment of the principal of, redemption premium, if any, and interest on the Refunded Bonds have been made, all remaining moneys and Escrowed Securities, together with any income and interest thereon, in the Escrow Deposit Trust Fund shall be transferred by the Escrow Agent to the 2021 Trustee for deposit in the General Account of the General Fund under the 2021 Indenture and used for the purposes described therein; provided, however, that no such transfer shall be made until all of the principal of, redemption premium, if any, and interest on the outstanding Refunded Bonds have been paid in full.

SECTION 2.09 DEFEASANCE NOTICE, REDEMPTION NOTICE AND ADDITIONAL NOTICES. The County hereby direct the Escrow Agent, and the Escrow

Agent hereby agrees, to cause to be prepared and published in the form thereof as attached hereto as **SCHEDULE C**, within 30 days after the Escrowed Securities are deposited with it, and at the expense of MDOT (subject to Section 3.10 hereof) a notice to the holders of the Refunded Bonds setting forth that the irrevocable deposit of moneys and investment thereof has been made in accordance with Article IX of the 2012 Indenture, and respectively, (i) that all the 2012 Bonds maturing after July 1, 20__ will be redeemed on _____, 202__ at a redemption price of par, (ii) a description of the Escrowed Securities so held by it, and (c) that the lien of the 2012 Indenture on the Refunded Bonds has been released in accordance with the provisions of the 2012 Indenture.

The County hereby direct the Escrow Agent, and the Escrow Agent hereby agrees, (a) to redeem in accordance with the 2012 Indenture all of the Refunded Bonds outstanding under the 2012 Indenture as of _____, 2021; and (b) to cause to be prepared and published or mailed, as the case may be, in connection with the redemption of the Refunded Bonds under the 2012 Indenture, all notices required under Article IV of the 2012 Indenture or required or recommended, from time to time, by the Securities and Exchange Commission (in accordance with the standards endorsed by the Securities and Exchange Commission in Release 34-2385, issued December 3, 1986) and by the Municipal Securities Rulemaking Board, to the extent applicable.

ARTICLE III

CONCERNING THE ESCROW AGENT

SECTION 3.01 APPOINTMENT OF THE ESCROW AGENT. The County hereby appoints Hancock Whitney Bank, Jackson, Mississippi, as the Escrow Agent under this Agreement and by resolution of the County dated _____, 2021.

SECTION 3.02 ACCEPTANCE BY ESCROW AGENT. By execution of this Agreement, the Escrow Agent accepts the duties and obligations as Escrow Agent hereunder. The Escrow Agent further represents that it has all requisite power and has taken all corporate actions necessary to execute the trust hereby created.

SECTION 3.03 LIABILITY OF ESCROW AGENT. The Escrow Agent shall not be liable in connection with the performance of its duties hereunder except for its own negligent action, its own negligent failure to act or its own willful misconduct, except as may be provided to the contrary in the 2012 Indenture.

The Escrow Agent shall not be liable for any loss resulting from any investment made pursuant to the terms and provisions of this Agreement. The Escrow Agent shall have no lien, security interest or right of set-off whatsoever upon any of the moneys or investment in the Escrow Deposit Trust Fund for the payment of fees and expenses for services rendered by the Escrow Agent under this Agreement.

The Escrow Agent shall not be liable for any loss resulting from any investment made pursuant to the terms and provisions of this Agreement. The Escrow Agent shall have no lien, security interest or right of set-off whatsoever upon any of the moneys or investments in the

Escrow Deposit Trust Fund for the payment of fees and expenses for services rendered by the Escrow Agent under this Agreement.

The Escrow Agent shall not be liable for the accuracy of the calculations as to the sufficiency of moneys and of the principal amount of the Escrowed Securities and the earnings thereon to pay the Refunded Bonds. So long as the Escrow Agent applies any moneys, the Escrowed Securities and the interest earnings therefrom to pay the Refunded Bonds as provided herein, and complies fully with the terms of this Agreement, the Escrow Agent shall not be liable for any deficiencies in the amounts necessary to pay the Refunded Bonds caused by such calculations.

In the event of the Escrow Agent's failure to account for any of the Escrowed Securities or moneys received by it, such Escrowed Securities or moneys shall be and remain the property of the County in trust for the holders of the Refunded Bonds as herein provided.

SECTION 3.04 PERMITTED ACTS. The Escrow Agent and its officers and directors may acquire and hold or become the owner or pledge of or may deal in the Refunded Bonds and the Series 2021 Bonds as fully and with the same rights as if it were not the Escrow Agent.

SECTION 3.05 RESIGNATION OF ESCROW AGENT. The Escrow Agent or any successor escrow agent, at the time acting hereunder, may at any time resign and be discharged from the duties and obligations of the trust hereby created by giving 60 days' written notice to the County, and by giving to the registered holders of the Refunded Bonds notice of such resignation by first class mail. Upon receiving such notice of resignation, the County shall promptly appoint a successor escrow agent by an instrument in writing.

SECTION 3.06 REMOVAL OF ESCROW AGENT. Upon the Written Request of the County, the Escrow Agent may be removed at any time if (i) the Escrow Agent shall cease to be eligible in accordance with the provisions set forth herein and shall fail to resign after Written Request therefor from the County or from any registered holder of the Refunded Bonds who has been a bona fide holder of a refunded bond for at least six (6) months, or (ii) the Escrow Agent shall become incapable of acting or shall be adjudged a bankrupt or insolvent or a receiver of the Escrow Agent or of its property shall be appointed, or any public officer shall take charge or control of the Escrow Agent or of its property or affairs for the purpose of rehabilitation, conservation or liquidation.

The Escrow Agent may also be removed by the registered holders of the Refunded Bonds of a majority in aggregate principal amount of each the Refunded Bonds at the time outstanding by an instrument or concurrent instruments in writing signed by such registered holders of the Refunded Bonds.

Any removal of the Escrow Agent and appointment of a successor escrow agent in accordance with the provisions set forth herein shall become effective upon acceptance of appointment by the successor escrow agent as provided herein.

SECTION 3.07 APPOINTMENT OF SUCCESSOR ESCROW AGENT. If no successor escrow agent shall have been appointed and shall have accepted such appointment within thirty (30) days after such notice of resignation, the resigning escrow agent may petition

any court of competent jurisdiction for the appointment of a successor escrow agent, or any registered holder of the Refunded Bonds who has been a bona fide holder for at least six (6) months may, on behalf of himself and others similarly situated, petition any such court for the appointment of a successor escrow agent. Such court may thereupon, after such notice, if any, as it may deem proper and prescribed, appoint a successor escrow agent. Any resignation by the Escrow Agent and appointment of a successor escrow agent in accordance with the provisions set forth herein shall become effective upon acceptance of appointment by the successor escrow agent in accordance with the provisions set forth herein.

Any successor escrow agent appointed under the provisions of this Agreement shall be a corporation organized and doing business under the laws of the United States or any state authorized under such laws to exercise corporate trust powers, having its principal office and place of business in any state, having a combined capital and surplus of at least \$50,000,000, and subject to supervision or examination by federal or state authority. If such corporation published reports of condition at least annually, pursuant to law or to the requirements of any supervising or examining authority above referred to, then the combined capital and surplus of such corporation shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published. In case at any time the Escrow Agent shall cease to be eligible in accordance herewith, the Escrow Agent shall resign immediately in the manner and with the effect specified in Section 3.05 hereof.

SECTION 3.08 VESTING OF TRUSTS IN SUCCESSOR ESCROW AGENT. Any successor escrow agent appointed hereunder shall execute, acknowledge and deliver to its predecessor, and also to the County, an instrument in writing accepting such appointment hereunder, and thereupon the resignation or removal of the predecessor escrow agent shall become effective; and such successor escrow agent, without any further act, deed or conveyance, shall become vested with all the rights, powers, trusts, duties and obligations of its predecessor in the trusts hereunder, with like effect as if originally named as escrow agent herein; but, nevertheless, on the Written Request of the County or the request of the successor escrow agent, the Escrow Agent ceasing to act. Upon request of any such successor escrow agent, the County shall execute any and all instruments in writing for more fully and certainly vesting in and conforming to such successor escrow agent all such rights, powers and duties.

Any corporation into which the Escrow Agent may be merged or with which it may consolidate or any corporation resulting from any merger or consolidation to which the Escrow Agent shall be a party, or any corporation succeeding to the business of the Escrow Agent, shall be the successor to the Escrow Agent hereunder without the execution or filing of any paper or any further act on the part of any of the parties hereto, anything herein to the contrary notwithstanding, provided that such successor escrow agent shall be eligible under the provisions thereof.

Notwithstanding any of the foregoing provisions of this Article, any bank or trust company having power to perform the duties and execute the trusts of this Agreement and otherwise qualified to act as Escrow Agent hereunder with or into which the bank or trust company acting as Escrow Agent may be merged or consolidated, or to which the assets and business of such bank or trust company may be sold, shall be deemed the successor of the Escrow Agent.

SECTION 3.09 RECEIPT OF PROCEEDINGS. Possession of or receipt of true and correct copies of the 2012 Indenture and the proceedings authorizing the issuance of the 2012 Bonds are hereby acknowledged by the Escrow Agent, and reference herein to or citation herein of any provision of such documents shall be deemed to incorporate the same as a part hereof in the same manner and with the same effect as it they were fully set forth herein.

SECTION 3.10 ARRANGEMENTS FOR PAYMENT OF ALL OTHER SUMS PAYABLE UNDER THE 2012 INDENTURE. The Escrow Agent hereby acknowledges that the County and Bank have paid, caused to be paid or made arrangements satisfactory to the Escrow Agent for payment of all other sums (in addition to debt service on the Refunded Bonds) payable under the 2012 Indenture until the Refunded Bonds are paid as provided in Section 2.01 hereof. If such arrangements for fees and expenses shall include a prepayment of all or part thereof and if the Escrow Agent resigns or is removed in accordance with Section 3.05 and 3.06 hereof, the Escrow Agent agrees to return to the entity which initially paid any such fees that portion of the prepaid fee which is attributable to that part of the trust which is then still to be administered.

ARTICLE IV

MISCELLANEOUS

SECTION 4.01 AMENDMENTS TO THIS AGREEMENT. This Agreement is made for the benefit of the County and the holders from time to time of the Refunded Bonds and it shall not be repealed, revoked, altered or amended without the written consent of the holders of 100% of the Refunded Bonds which have not then been paid in accordance with this Agreement. Notwithstanding the foregoing, however, the County may and shall (upon receipt of an opinion of nationally recognized bond counsel satisfactory to the County that the tax-exempt status of the interest on the 2012 Bonds under federal and State of Mississippi law will not be adversely affected), without the consent of, or notice to, such holders, enter into such agreements supplemental to this Agreement as shall not adversely affect the rights of such holders and as shall not be inconsistent with the terms and provisions of this Agreement, for any one or more of the following purposes:

- (a) To cure any ambiguity or formal defect or omission in this Agreement;
- (b) To grant to, or confer upon, the Escrow Agent for the benefit of the holders of the Refunded Bonds, any additional rights, remedies, powers or authority that may lawfully be granted to, or conferred upon, such holders or the Escrow Agent; or
- (c) To subject to the lien of this Agreement additional funds, securities or properties.

The Escrow Agent shall be entitled to rely exclusively upon an unqualified opinion of nationally recognized attorneys on the subject of municipal bonds with respect to compliance with this Section, including the extent, if any, to which any change, modification, addition or elimination affects the rights of the holders of the Refunded Bonds, or that any instrument executed hereunder complies with the conditions and provisions of this Section.

All amendments to this Agreement require notice in writing to any rating agency then maintaining a rating on the 2012 Bank Bonds.

SECTION 4.02 SEVERABILITY. If any one or more of the covenants or agreements provided in this Agreement on the part of the County or the Escrow Agent to be performed should be determined by a court of competent jurisdiction to be contrary to law, such covenant or agreement shall be deemed and construed to be severable from the remaining covenants and agreements herein contained and shall in no way affect the validity of the remaining provisions of this Agreement.

SECTION 4.03 AGREEMENT BINDING. All of the covenants, promises and agreements in this Agreement contained by or on behalf of the County or the Escrow Agent shall bind and inure to the benefit of their respective successors and assigns, whether so expressed or not.

SECTION 4.04 TERMINATION. This Agreement shall terminate when all transfers and payments required to be made by the Escrow Agent under the provisions hereof shall have been made.

SECTION 4.05 GOVERNING LAW. This Agreement shall be governed by the applicable law of the State of Mississippi.

SECTION 4.06 EXECUTION BY COUNTERPARTS. This Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument.

000688

IN WITNESS WHEREOF, each of the parties hereto has caused this Escrow Deposit Trust Agreement to be executed by its duly authorized officers or officials.

PEARL RIVER COUNTY, MISSISSIPPI

[SEAL]

BY: _____
President, Board of Supervisors

ATTEST:

BY: _____
Clerk, Board of Supervisors

HANCOCK WHITNEY BANK
Jackson, Mississippi
as Escrow Agent

BY: _____
_____, Trust Officer

000689

SCHEDULE A

ESCROW DEPOSIT TRUST FUND INVESTMENTS

000690

SCHEDULE B
DEBT SERVICE
REQUIREMENTS FOR THE REFUNDED BONDS

000691

SCHEDULE C
NOTICE OF DEFEASANCE

000692

NOTICE OF DEFEASANCE

\$4,595,000

Limited Obligation Revenue Refunding Bonds, Series 2012 (Pearl River County,
Mississippi Hospital and Nursing Home Project)

Dated: September 1, 2012

Maturing July 1, ____ through and including July 1, ____

CUSIP NUMBERS:

Notice is hereby given to the holders of the above-captioned obligations (hereinafter referred to as the "**Refunded Bonds**") that there has been deposited in an irrevocable escrow account held by Hancock Whitney Bank, Gulfport, Mississippi, as Escrow Agent, \$ _____ which will provide moneys which shall be sufficient to pay principal of, premium, if any, and interest on the Refunded Bonds on and prior to their redemption or maturity dates thereof, as described below.

Moneys will be available for the payment of interest on the Refunded Bonds due on January 1 and July 1, commencing _____ 1, 2021, to and including _____ 1, 20___. All of the Refunded Bonds maturing on or after July 1, 20__ will be called for redemption on July 1, 20__ at a price of par plus accrued interest to the date of redemption. The Refunded Bonds are deemed to have been paid in accordance with Article IX of that certain Indenture of Trust dated September 1, 2012 (the "**2012 Indenture**"), by and between the County and Hancock Bank, Gulfport, Mississippi, as trustee. Accordingly, the right, title and interest of the holders of the Refunded Bonds in the 2012 Indenture and other moneys as provided in the 2012 Indenture, have ceased, determined and become null and void.

The holders of the Refunded Bonds are entitled for payment (from the Trustee for the Refunded Bonds) solely out of the moneys or securities so deposited in such escrow account.

Dated this ____ day of May, 2021.

PEARL RIVER COUNTY, MISSISSIPPI

By: _____
Hancock Whitney Bank, as Escrow Agent

RAYMOND JAMES®

Placement Agent

000693

\$1,610,000*

Pearl River County, Mississippi

Taxable Limited Obligation Revenue Refunding Bonds, Series 2021

Purchaser's Commitment to Finance

BOOK ENTRY ONLY

Final Maturity: July 1, 2027

This commitment will be subject to (a) the terms and conditions outlined below, which supersede any prior oral or written understanding between the Purchasers with regard to the offer provided herein and (b) documentation satisfactory in form and content to Purchasers. The Bond Resolution serves as the governing document; however, the final terms related to redemption provisions, denominations, interest rates, CUSIPs, and registration are contained herein.

1. **Expected Timetable*** Bond Resolution Adoption: May 3, 2021;
Date of Delivery/Closing: Early June, 2021
2. **Issuer** Pearl River County (the "County"), which was formed in 1890 and named for the Pearl River, is in the Piney Woods soil areas of the southern part of the state bordering the state of Louisiana. The County's population was 55,834 as of the 2010 Census.
3. **Purchaser** RiverHills Bank, Vicksburg, Mississippi
4. **Bonds** Taxable Limited Obligation Revenue Refunding Bonds, Series 2021
5. **Non-Rated** Non-rated private placement
6. **CUSIP** The Bonds will be assigned CUSIPs.
7. **DTC** The Bonds will be registered with DTC.
8. **Purpose of Bonds** The Bonds are being issued for the purpose of refunding a portion of the County's Limited Obligation Revenue Refunding Bonds, Series 2012 (Pearl River County, Mississippi Hospital and Nursing Home Project) and paying the costs of issuance associated with the Bonds.
9. **Pledged Debt Service Repayment Sources** The Bonds will be limited obligations of the County payable solely from the Hospital Tax Levy, which is the County's levy and pledge of up to 5 mills on all taxable property within the County.
10. **Debt Service Reserve Fund** None
11. **Tax Status** Federally taxable, state tax-exempt

**On July 1, 2022 (or such later date agreed to by the Purchaser), or earlier if United States Congress enacts legislation restoring the County's ability to issue tax-exempt advance refunding bonds (the "Tax-Exempt Conversion Period"), the Taxable Refunding Bonds may be converted to and exchanged with Tax-Exempt Refunding Bonds bearing federally tax-exempt interest rates, if the Bonds can be designated as "qualified tax-exempt obligations" (i.e. bank-qualified). This process is further described in the Bond Resolution. **

12. **Final Maturity** July 1, 2027
13. **Expected Structure** Principal is payable July 1 of each year commencing July 1, 2021, and ending on the Final Maturity Date. The schedule of estimated sinking fund payments is attached as Appendix A.
14. **Interest Due Dates** Semiannually on January 1 and July 1; commencing July 1, 2021. The schedule of proposed estimated debt service payments, including interest payments, is attached as Appendix B.
15. **Optional Redemption Provisions** The Bonds are non-callable.
16. **Denominations** \$100,000 minimum denominations; \$1,000 thereafter
17. **Interest Rate** Taxable interest rates ranging from 0.75% - 1.50% per annum. The schedule of the proposed interest rate is attached as Appendix A.
- **During the Tax-Exempt Conversion Period, the Taxable Refunding Bonds may be converted to and exchanged with Tax-Exempt Refunding Bonds bearing federally tax-exempt interest rates, if the Bonds can be designated as "qualified tax-exempt obligations" (i.e. bank-qualified). This process is further described in the Bond Resolution. The interest rates and preliminary debt service for the Tax-Exempt Refunding Bonds are described in Appendix A and Appendix B. **
18. **Day Count Method** 30/360
19. **Conditions Precedent to Financing** Including, but not limited to, the following:
- (i) Execution of all documentation as may be requested by the Purchaser relating to the Bond in form and substance satisfactory to the Purchaser.
 - (ii) Receipt of an opinion of Bond Counsel, in form and substance satisfactory to the Purchaser and including, without limitation, due authorization, enforceability, and compliance with all applicable laws.
 - (iii) Receipt of and satisfactory review by the Purchaser of all applicable ordinances and evidence of authority.
20. **Bond Counsel** Butler Snow LLP
21. **Placement Agent** Raymond James & Associates, Inc.
22. **Issuer's Counsel** Williams, Williams & Montgomery, P.A.
23. **Issuer's Auditors** Herzog CPA Company, PLLC
24. **Bond Registrar/Paying Agent** Citizens National Bank of Meridian
25. **Investment Letter** The Purchaser will be required to deliver an Institutional Investment Letter that is acceptable to the County and Bond Counsel running to the County, RJ, and Bond Counsel, which also states, among other usual and customary matters, that it intends to hold the obligation until maturity, early redemption, mandatory tender and has performed its own due diligence, evaluation, and investment decision without reliance upon others. A form of the investor letter is attached as Appendix C.

000695

Agreed and accepted with the intent to be legally bound:

Pearl River County, Mississippi

By: 

Name: Robert D. G. 15

Title: _____

Date: 4-21-21

000696

Agreed and accepted with the intent to be legally bound:

RiverHills Bank, Vicksburg, Mississippi

By: Robert D. Gage CEO

Name: Robert D. Gage IV
CEO

Title: _____

Date: 4-19-2021

000697

APPENDIX A**\$1,610,000*****Pearl River County, Mississippi****Taxable Limited Obligation Revenue Refunding Bonds, Series 2021**

Maturity (July 1)	Principal Amount Due*	Taxable Interest Rate	Taxable Yield	Tax-Exempt Interest Rate¹	Tax-Exempt Yield¹	Price
2022	\$294,000	0.750%	0.750%	n/a	n/a	100.000%
2023	\$255,000	0.900%	0.900%	0.720%	0.720%	100.000%
2024	\$260,000	1.000%	1.000%	0.800%	0.800%	100.000%
2025	\$261,000	1.100%	1.100%	0.880%	0.880%	100.000%
2026	\$267,000	1.200%	1.200%	0.930%	0.930%	100.000%
2027	\$273,000	1.500%	1.500%	1.200%	1.200%	100.000%

<u>\$294,000* Term Bond at 0.750%</u>	
Year	Principal Amount*
2021	\$31,000
2022	\$263,000

¹During the Tax-Exempt Conversion Period, the Taxable Refunding Bonds may be converted to and exchanged with Tax-Exempt Refunding Bonds bearing federally tax-exempt, bank qualified interest rates as shown in this table.

*Preliminary, subject to change.

Page 5 of 8

APPENDIX B: Proposed Interest Payments and Debt Service Schedule***Taxable**

Maturity (July 1)	Principal	Interest	Total P+I
Date	Principal	Interest	Total P+I
7/1/2021	31,000.00	1,774.97	32,774.97
1/1/2022	-	8,518.75	8,518.75
7/1/2022	263,000.00	8,518.75	271,518.75
1/1/2023	-	7,532.50	7,532.50
7/1/2023	255,000.00	7,532.50	262,532.50
1/1/2024	-	6,385.00	6,385.00
7/1/2024	260,000.00	6,385.00	266,385.00
1/1/2025	-	5,085.00	5,085.00
7/1/2025	261,000.00	5,085.00	266,085.00
1/1/2026	-	3,649.50	3,649.50
7/1/2026	267,000.00	3,649.50	270,649.50
1/1/2027	-	2,047.50	2,047.50
7/1/2027	273,000.00	2,047.50	275,047.50
Total	\$ 1,610,000.00	\$ 68,211.47	\$ 1,678,211.47

Tax-Exempt Bank Qualified¹

Maturity (July 1)	Principal	Interest	Total P+I
7/1/2021	31,000.00	1,774.97	32,774.97
1/1/2022	-	8,518.75	8,518.75
7/1/2022	263,000.00	8,518.75	271,518.75
1/1/2023	-	6,026.00	6,026.00
7/1/2023	255,000.00	6,026.00	261,026.00
1/1/2024	-	5,108.00	5,108.00
7/1/2024	260,000.00	5,108.00	265,108.00
1/1/2025	-	4,068.00	4,068.00
7/1/2025	261,000.00	4,068.00	265,068.00
1/1/2026	-	2,919.60	2,919.60
7/1/2026	267,000.00	2,919.60	269,919.60
1/1/2027	-	1,638.00	1,638.00
7/1/2027	273,000.00	1,638.00	274,638.00
Total	\$ 1,610,000.00	\$ 58,331.67	\$ 1,668,331.67

¹During the Tax-Exempt Conversion Period, the Taxable Refunding Bonds may be converted to and exchanged with Tax-Exempt Refunding Bonds bearing federally tax-exempt, bank qualified interest rates as shown in this table.

ORDER TO APPROVE TRAVEL

There came on this day to be considered by the Board of Supervisors of Pearl River County, Mississippi, the matter of travel for county employees and officials.

Upon motion made by Jason Spence and seconded by Malcolm Perry, the following order was adopted, to-wit:

Be It Ordered by the Pearl River County Board of Supervisors to approve travel for the following listed officials and county employees to attend various workshops, seminars and meetings listed below and that reimbursement for any expenses incurred be and is hereby approved, including, but not limited to, travel, meals, lodging registration fees and other expenses incidental to said workshops, seminars, and meetings.

Connor Miller to Basic Law Enforcement Class in Gulfport, MS on May 2 - July 16, 2021.

Jeff Horner to Detective Level I in Gulfport, MS on May 17-21, 2021.

Veterans Service Officer to Jackson, MS for new law changes for CVSO.

Veterans Service Officer's Basic Benefits Course registration and payment.

Ordered and adopted, this the 3rd day of May, 2021.

Voting AYE: Donald Hart, Malcolm Perry, Hudson Holliday,
Jason Spence, and Sandy Kane Smith

Voting NAY: None



000700

PEARL RIVER COUNTY SHERIFF'S DEPARTMENT
DAVID ALLISON, SHERIFF
200 SOUTH MAIN STREET
POPLARVILLE, MS 39470
Phone: (601) 403-2500
Fax: (601) 403-2344

April 28, 2021

To: The Honorable Board of Supervisors of Pearl River County, Mississippi.

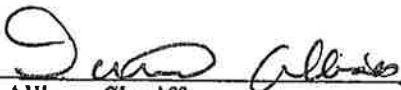
Please acknowledge upon the minutes the following matters concerning the Sheriff's Department.

In and for your consideration approval of travel and issuance of check for training associated with the following:

Name: Connor Miller
What: Basic Law Enforcement Class 2021-2
When: May 2 – July 16, 2021
Where: Harrison County Law Enforcement Training Academy
Gulfport, MS 39503
Registration: \$3,600.00
Payable to: MS Gulf Coast Community College

Miller will travel in assigned county vehicle.

Thank You,



David Allison, Sheriff

In God We Trust



000701

PEARL RIVER COUNTY SHERIFF'S DEPARTMENT
DAVID ALLISON, SHERIFF
200 SOUTH MAIN STREET
POPLARVILLE, MS 39470
Phone: (601) 403-2500
Fax: (601) 403-2344

April 28, 2021

To: The Honorable Board of Supervisors of Pearl River County, Mississippi.

Please acknowledge upon the minutes the following matters concerning the Sheriff's Department:

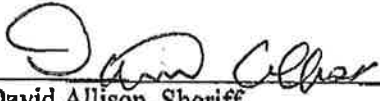
In and for your consideration approval of travel, issuance of check for registration and reimbursement of costs associated with the following training.

Name: Jeff Horner
What: Detective Level I
When: May 17 – 21, 2021
Where: Harrison County Law Enforcement Training Academy
Gulfport, MS
Cost: \$549.00

Mail Check To: Global Police Solutions, LLC
Post Office Box 216
Conway, SC 29528

Horner will travel in his county assigned vehicle.

Thank You,


David Allison, Sheriff

In God We Trust



000702

Global Police Solutions, LLC
Post Office Box 216
Conway, South Carolina 29528
Tele (855) 4GPSTRAINING

Invoice No. 2021232

INVOICE:

Customer

Name Pearl River County Sheriff's Department Date April 20, 2021
Address 200 S. Main Street
City Poplarville State MS ZIP 39470
Phone (601) 403-2538

Qty	Description	Price	TOTAL
1	"Detective Level I course" Hosted by the Harrison County LE Training Academy May 17-21, 2021. 1) Jeff Horner Checks can be mailed to: Global Police Solutions, LLC Post Office Box 216 Conway, SC 29528	\$549.00	
DUE UPON RECEIPT			
TOTAL:			\$549.00

Global Police Solutions, LLC, is a premier international law enforcement and security training provider that strives to achieve results that exceed expectations through our commitment to our clients by "Instilling Professionalism through Training"

THANK YOU FOR THE OPPORTUNITY TO SERVE YOU!

Cindy Lee

From: Cindy Smith
Sent: Friday, April 23, 2021 4:31 PM
To: Cindy Lee
Subject: travel request

Cindy,

President of Mississippi Association of County VSO has requested I attend a meeting in Jackson with MS VA Director Stacy Pickering to go over the new law changes for CVSO's. They are working on a date due to Mr. Pickering schedule. It should be in the next couple of weeks. Can you put this on the Board Agenda. I've copied the email that was sent to me below.

Thank you,

Cindy Smith

Cindy,

A few of us have been selected to take part in a conversation with Executive Director Stacy Pickering of the MSVA. I'm hoping you will be able to attend this meeting. I will let you know a date and time as soon as it comes available. This meeting will cover questions, and concerns in reference to the new state law that will go into effect July of 2021.

Julia Encalade,
Harrison County VSO
President of Mississippi Association of County VSO

000704

Cindy Lee

From: Cindy Smith
Sent: Tuesday, April 20, 2021 1:16 PM
To: Cindy Lee
Subject: Board Agenda
Attachments: doc00890920210420131404.pdf

Cindy, I talk to Adrian about this training. The NAVCSO has to have the Registration Payment \$350.00 within 45 days. Can you put this on the board agenda.

Thank you,

Cindy Smith

4/20/2021

Basic Benefits Course Registration & Payment Check/Mail

MENU

000705



National Association
of County Veterans
Service Officers

NACVSO

Basic Benefits Course Registration & Payment Check/Mail

You're now registered for the NACVSO Basic Benefits Course 2021.

Your admission is dependent on receipt of payment by within 45-days of this email.

Make checks payable to NACVSO:

NACVSO

Basic Course 2021

P.O. Box 878

Brunswick, Ohio 44212-9998.

Once your payment is received you can expect additional correspondence from the NACVSO Training Team in the coming weeks, including course materials and technology preparation instructions.

**"DO NOT REPLY TO THIS E-MAIL" This is a
system generated e-mail**

Should you have questions in the meantime, feel free to contact the NACVSO Education Chair,
Robert Ward: rward@nacvso.org or (419) 668-4150.

INVOICE

000706

National Association of County Veterans Service Officers - Invoice for Registration - NACVSO Basic Benefits Course 2021 (check) (Submitted at 04/20/2021 13:49:31)

First Name: Cindy
Last Name: Smith
Your Position: CVSO
Office Name: VETERANS SERVICES
Address: P.O. BOX 569
City: Poplarville
State: Mississippi
Zip Code: 39470
County Name: Pearl River County
Phone: 601-403-2558
Fax: 601-403-2567
Email: cindys@pearlrivercounty.net
Are you a CVSO
Other:

Select Course Dates May 24 - 27, 2021

If you are a paid member for 2021, select the \$350 payment option.

If you are not a member or have not yet paid your 2021 membership dues, select the \$400 payment option.

If you are eligible for membership and selected the \$400 option, your membership will be activated.

Membership criteria can be found by clicking the link below.

<https://www.nacvso.org/membership/Gateqory-865ca542-2c72-4d1a-adac-56061f573562.aspx>

Class Fee: \$350.00 Members

I agree to mail my payment
within 45 days Yes

Feedback / Message:

Newsletter: Yes

ORDER TO CLOSE SESSION

There came on this day to be considered by the Board of Supervisors of Pearl River County, Mississippi, the matter of close session.

Upon motion made by Malcolm Perry and seconded by Donald Hart, the following order was adopted, to-wit:

Be It Ordered by the Pearl River County Board of Supervisors to close session to determine the need for executive session.

Ordered and adopted, this the 3rd day of May, 2021.

Voting AYE: Donald Hart, Malcolm Perry, Hudson Holliday,
Jason Spence, and Sandy Kane Smith

Voting NAY: None

ORDER TO ENTER EXECUTIVE SESSION

Upon motion made by Jason Spence and seconded by Malcolm Perry, the following order was adopted, to-wit:

Be It Ordered by the Pearl River County Board of Supervisors to enter executive session at 10:10 a.m. to discuss matters covered under 25-41-7 of the Mississippi Code of 1972, items covered under Section 4(a) Transaction of business and discussion of personnel matters relating to the job performance, character, professional competence, of physical or mental health of a person holding a specific position.

Ordered and adopted, this the 3rd day of May, 2021.

Voting AYE: Donald Hart, Malcolm Perry, Hudson Holliday,
Jason Spence, and Sandy Kane Smith

Voting NAY: None

ORDER TO RETURN TO REGULAR SESSION

Upon motion made by Malcolm Perry and seconded by Hudson Holliday, the following order was adopted, to-wit:

Be It Ordered by the Pearl River County Board of Supervisors that this Board does now return to regular session at 12:10 p.m. after taking no action in executive session.

Ordered and adopted, this the 3rd day of May, 2021.

Voting AYE: Donald Hart, Malcolm Perry, Hudson Holliday,
Jason Spence, and Sandy Kane Smith

Voting NAY: None

ORDER TO RECESS FOR LUNCH

Upon motion made by Malcolm Perry and seconded by Hudson Holliday, the following order was adopted, to-wit:

Be It Ordered that this Board does now take a recess at 12:15 p.m. for lunch until 1:30 p.m.

Ordered and adopted, this the 3rd day of May, 2021.

Voting AYE: Donald Hart, Malcolm Perry, Hudson Holliday,
Jason Spence, and Sandy Kane Smith

Voting NAY: None

THIS BOARD DOES NOW RETURN TO REGULAR SESSION AT 1:30 P.M.

Minute Book Text Detail

Book 0216 Page 709 SET NOVEMBER 2, 2021 FOR SPECIAL

Date 5/ 3/2021 ELECTION FOR DISTRICT ONE COMMISSIONER

ORDER TO SET NOVEMBER 2, 2021 FOR SPECIAL ELECTION
FOR DISTRICT ONE ELECTION COMMISSIONER

There came on this day to be considered by the Board of Supervisors of Pearl River County, Mississippi, the matter to set special election for Election Commissioner.

Upon motion made by Malcolm Perry and seconded by Hudson Holliday, the following order was adopted, to-wit:

Be It Ordered by the Pearl River County Board of Supervisors to set November 2, 2021, for Special Election for District One Election Commissioner.

Ordered and adopted, this the 3rd day of May, 2021.

Voting AYE: Donald Hart, Malcolm Perry, Hudson Holliday,
Jason Spence, and Sandy Kane Smith

Voting NAY: None

ORDER TO CLOSE SESSION

There came on this day to be considered by the Board of Supervisors of Pearl River County, Mississippi, the matter to close session.

Upon motion made by Malcolm Perry and seconded by Hudson Holliday, the following order was adopted, to-wit:

Be It Ordered by the Pearl River County Board of Supervisors to close the session to determine the need for executive session.

Ordered and adopted, this the 3rd day of May, 2021.

Voting AYE: Donald Hart, Malcolm Perry, Hudson Holliday,
Jason Spence, and Sandy Kane Smith

Voting NAY: None

ORDER TO ENTER EXECUTIVE SESSION

Upon motion made by Malcolm Perry and seconded by Hudson Holliday, the following order was adopted, to-wit:

Be It Ordered by the Pearl River County Board of Supervisors to enter executive session at 3:25 p.m. to discuss matters covered under 25-41-7 of the Mississippi Code of 1972, items covered under Section 4(a) Transaction of business and discussion of personnel matters relating to the job performance, character, professional competence, or physical or mental health of a person holding a specific position.

Ordered and adopted, this the 3rd day of May, 2021.

Voting AYE: Donald Hart, Malcolm Perry, Hudson Holliday,
Jason Spence, and Sandy Kane Smith

Voting NAY: None

PRESIDENT, SANDY KANE SMITH EXITED THE SESSION AT 3:45 P.M.
VICE PRESIDENT, MALCOLM PERRY CONDUCTED MEETING

ORDER TO RETURN TO REGULAR SESSION

Upon motion made by Jason Spence and seconded by Donald Hart,
the following order was adopted, to-wit:

Be It Ordered by the Pearl River County Board of Supervisors that
this Board does now return to regular session at 4:00 p.m. after
taking no action in executive session.

Ordered and adopted, this the 3rd day of May, 2021.

Voting AYE: Donald Hart, Malcolm Perry, Hudson Holliday, and
Jason Spence
Voting NAY: None
Absent: Sandy Kane Smith

ORDER TO RECESS

Upon motion made by Jason Spence and seconded by Donald Hart, the following order was adopted, to-wit:

Be It Ordered to direct County Administrator to post a notice of this recess meeting within one hour after such meeting is called in a prominent place available to examination and inspection by the general public at the Board of Supervisors meeting room in the Pearl River County Courthouse Complex and make attached notice as part of minutes.

Be It Further Ordered that this Board does now take a recess until the next scheduled meeting to be held at 9:00 a.m., Wednesday, the 19th day of May, 2021, at the Board of Supervisors meeting room in the Pearl River County Courthouse Complex in the City of Poplarville.

Ordered and adopted, this the 3rd day of May, 2021.

Voting AYE: Donald Hart, Malcolm Perry, Hudson Holliday, and
Jason Spence

Voting NAY: None

Absent: Sandy Kane Smith

PRESIDENT

CLERK OF THE BOARD

SANDY KANE SMITH
President, District Five
MALCOLM PERRY
Vice-President, District Two
DONALD HART
District One



HUDSON HOLLIDAY
District Three
JASON SPENCER 000713
District Four
MELINDA BOWMAN
Clerk of Board

BOARD OF SUPERVISORS
PEARL RIVER COUNTY
P.O. BOX 569
POPLARVILLE, MS 39470
(601) 403-2300
(601) 403-2309 Fax
ADRAIN LUMPKIN, JR.
County Administrator

NOTICE OF SUPERVISOR'S MEETING

You are hereby notified

Pursuant to

THE MISSISSIPPI OPEN MEETINGS LAW

that the next meeting of the

Board of Supervisors of Pearl River County, Mississippi,
will be held on MAY 19, 2021 at 9:00 o'clock a.m.
in the Board of Supervisors Meeting Room
in the Board Room Building
at the Courthouse in Poplarville, Pearl River County, Mississippi

BOARD OF SUPERVISORS
PEARL RIVER COUNTY, MISSISSIPPI

By: 
Adrain Lumpkin, Jr., County Administrator