

**West Jackson County Utility District  
7200 McCann Road  
Biloxi, Mississippi 39532  
March 25, 2021**

**Scheduled Meeting**

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**MINUTES**

**1.0 Call Meeting to Order:**

The West Jackson County Utility District (WJCUD) convened the scheduled board meeting March 25, 2021 at the WJCUD general office building, 7200 McCann Road, Biloxi, MS. The meeting was called to order by Mr. Mike Montgomery, Chairman of the Board at 9:00 A.M., and it was determined that a quorum was present. A notice was posted informing the public of the meeting time. The following individuals were present:

Mr. Mike Montgomery	Chairman, WJCUD
Mr. Curtis Spiers	Vice-Chairman, WJCUD
Mr. Joe Bannister	Secretary/Treasurer, WJCUD
Mr. Bryan David	Commissioner, WJCUD
Mr. Andy Westfall	Commissioner, WJCUD
Mr. Josh Danos	Board Attorney, WJCUD
Mr. John Hannah	General Manager, WJCUD
Mr. Scott Ramsay	Operations Manager, WJCUD
Ms. Tracy Reed	Accountant, WJCUD
Mr. Brian Bennett	New Construction & Compliance Manager, WJCUD
Mr. Gerrod Kilpatrick	Machado Patano

Members of the Public:

Warren Greenlee, Lindsey Rea – Raymond James (by tele-conference)  
Mike Numaker, Marty McGrath, Hobbs Mize – Biloxi Back Bay RV Resort

**2.0 Pledge of Allegiance**

**3.0 Change to Meeting Agenda**

Table 7.2

#### **4.0 Community Input**

The developers for the Biloxi Back Bay RV Resort have provided a surety bond and will be signing a MOA with the District later today.

#### **5.0 Consent Agenda**

- 5.1 Reading of Previous Minutes**
- 5.2 Financial Reports**
- 5.3 Purchase Requisitions**
- 5.4 Docket of Claims Lines 1 – 41 / \$429,172.46**
- 5.5 Leak Credits**
- 5.6 Grinder Station Approvals**

Mr. Spiers made a motion, seconded by Mr. Westfall, approving the consent agenda. Motion passed unanimously.

#### **6.0 Old Business**

##### **6.1 Refunding of 2013 Revenue Bonds**

Warren Greenlee explained the reason for the resolution and Mr. Spiers made a motion, seconded by Mr. David, to approve the resolution ratifying, amending, and supplementing the refunding bond resolution, as presented. Motion passed unanimously.

##### **6.2 Wastewater Facilities Plan, Phase 1**

Mr. David made a motion, seconded by Mr. Bannister, to approve Compton Engineering Contract Amendment 3 and to approve Compton final invoice 60. Motion passed unanimously.

#### **7.0 New Business**

##### **7.1 Acquisition of PIDN 03614036.50**

Mr. Spiers made a motion, seconded by Mr. Westfall, to approve the resolution to acquire PIDN 03614036.050. Motion passed unanimously.

##### **7.2 WJCUD Developer Policy**

Tabled

##### **7.3 Amendment of Capital Improvement Plan**

Mr. Bannister made a motion, seconded by Mr. David, to approve the amendment to the Capital Improvement Plan as presented. Motion passed unanimously.

## **8.0 Correspondence**

Included for the Board's review was the following:

- MDEQ letter (2021 03 08) to WJCUD regarding Wastewater Facilities Plan, Phase III and IV Facility Plan
- Department of Army and Air Force letter (2021 03 10) to WJCUD regarding PFAS monitoring request (per and polyfluoroalkyl substances)
- Raymond James letter (2021 03 11) to WJCUD regarding Designation of Dissemination Agent Agreement
- 2021 03 16 Certification of Board Proceeding Transcripts regarding Series 2021 Issuance
- MDOH letter (2021 03 05) to WJCUD regarding Approval of Contract A for SRF Phase 4 water Construction Project
- MDOH letter (2021 03 05) to WJCUD regarding Approval of Contract B for SRF Phase 4 Water Construction Project
- MSPSC 2015-UA-130 Petition to Cancel Obsolete Certificates of Convenience - Water
- MSPSC 2015-UA-132 Petition to Cancel Obsolete Certificates of Convenience - Sewer

## **9.0 District Operations**

### **9.1 Attorney Report**

Updates were given on the following:

- None

### **9.2 Manager Report**

Updates were given on the following:

- Cost of Materials escalating
- Repainting St. Martin High School Tank
- 2021 03 05 Kippie Water Tank Washout Inspection Report
- Surety Bond – Moa for Biloxi Back Bay RV Resort

**10.0 Executive Session – If So Move**

None.

**11.0 Other Business**

**12.0 Adjournment**

A motion was made by Mr. Spiers, seconded by Mr. David, to adjourn the meeting at 9:50 A.M. March 25, 2021. Motion passed unanimously.

  
\_\_\_\_\_  
Joe Bannister  
SECRETARY/TREASURER, WJCUD

There came on for consideration by the Board of Commissioners of the West Jackson County Utility District the matter of the issuance of revenue refunding bonds of the District. After a discussion of the subject, Board Member Curtis Spiers offered and moved the adoption of the following resolution:

RESOLUTION RATIFYING, AMENDING AND SUPPLEMENTING THE  
REFUNDING BOND RESOLUTION.

WHEREAS, the Board of Commissioners of West Jackson County Utility District of Jackson County, Mississippi (the "Board"), acting for and on behalf of the West Jackson County Utility District (the "District"), hereby finds, determines, adjudicates and declares, as follows:

1. Heretofore, on February 25, 2021, the Board adopted a resolution (the "Bond Resolution") directing the issuance of Revenue Refunding Bonds in the not to exceed amount of \$8,700,000 (the "Bonds"). The Bonds are being issued to provide funds to be used for the advanced refunding of the callable maturities of District's Series 2013 Revenue Bond issued to the Mississippi Development Bank (MDB") and the corresponding callable maturities of the \$12,155,000 Mississippi Development Bank Special Obligation Bonds, Series 2013 (West Jackson County Utility District Revenue Bond Project) (collectively, the "Refunded Bonds").

2. The Board has determined to amend the Bond Resolution as set forth herein including approving the updated forms of the attached substantive documents and naming a replacement escrow agent for the Bonds.

3. All capitalized terms used herein and not otherwise defined shall have the meanings given to them in the Bond Resolution or in the Bond.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD, ACTING FOR AND ON BEHALF OF THE DISTRICT, AS FOLLOWS:

SECTION 1. The Board hereby approves the updated forms of the Commitment Letter, Private Placement Agreement, Escrow Agreement and Indenture attached hereto as **Exhibits A-D** in substantially the forms attached hereto, subject to any revisions approved by the officer signing the document, such approval to be evidenced by the officer's execution.

SECTION 2. The Board previously named Citizens National Bank as escrow agent. The Board hereby names Regions Bank, Little Rock, Arkansas, as escrow agent ("Escrow Agent") to replace Citizens National Bank. The District is authorized to execute any necessary escrow agreement and to pay the Escrow Agent according to its standard fee schedule. Citizens National Bank will remain as the Trustee/Paying Agent/Registrar. The District is authorized to execute any necessary paying agent agreement and to pay the Trustee/Paying Agent/Registrar according to its standard fee schedule.

SECTION 3. Section 3.11, subsection (b) (1) of the Bond Resolution is amended to require the Bond Counsel Opinion referenced in that section to include an opinion that the Tax-Exempt Refunding Bonds are being issued as "bank qualified" pursuant to Section 265(b)(3) of the Internal Revenue Code of 1986 and the regulations promulgated thereunder.

SECTION 4. The forms of the 2021 Taxable Bond and the Series 2021 Convertible Tax-Exempt Bond will be in substantially the forms attached to the Indenture.

SECTION 5. The Board calls for early redemption of the Refunded Bonds on December 1, 2023 (or such other date approved by the Chairman), and the Chairman or General Manager, acting individually or collectively, are authorized to sign a directive to the MDB and Regions Bank, as the Trustee for the Refunded Bonds to call for the redemption of the Refunded Bonds in accordance with the Bond Resolution, as amended by this resolution, and other documents relating to the Refunded Bonds and the Bonds.

SECTION 6. The Board hereby authorizes the Board Chairman, Secretary/Treasurer or General Manager to sign all documents and to take all actions necessary or desirable in order to accomplish the issuance of the Bonds and the refunding of the Refunded Bonds, including, but not limited to a directive to the Trustee to pay costs of issuance and other closing documents.

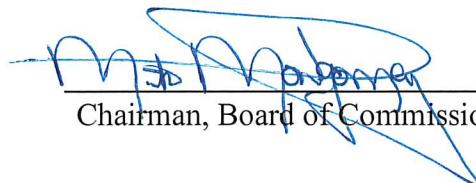
SECTION 7. Other than as amended and supplemented hereby, the Bond Resolution remains in full force and effect as initially adopted.

Board Member Bryan David seconded the motion to adopt the foregoing resolution and, the question being put to a roll call vote, the result was as follows:

Board Member Mike Montgomery	Voted: <u>Aye</u>
Board Member Joseph Bannister	Voted: <u>Aye</u>
Board Member Curtis Spiers	Voted: <u>Aye</u>
Board Member Bryan David	Voted: <u>Aye</u>
Board Member Andy Westfall	Voted: <u>Aye</u>

The motion having received the affirmative vote of a majority of the members present, the Chairman of the Board declared the motion carried and the resolution adopted on March 25, 2021.

**WEST JACKSON COUNTY UTILITY  
DISTRICT**

  
\_\_\_\_\_  
Chairman, Board of Commissioners

ATTEST:

  
\_\_\_\_\_  
Secretary/Treasurer, Board of Commissioners





**EXHIBIT A**  
**COMMITMENT LETTER**

**RAYMOND JAMES®**  
Placement Agent

\$8,600,000\*

**West Jackson County Utility District  
Taxable Revenue Refunding Bonds, Series 2021**

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Purchaser's Commitment to Finance                      BOOK ENTRY ONLY                      Final Maturity: December 1, 2032\*

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1. **Expected Timetable\***                      Formal Award/ Bond Resolution Adoption: TBD  
Date of Delivery/Closing: Anticipated March 2021.
2. **Issuer**    The West Jackson County Utility District (the "District") is an independent water and sewer service provider to the residents of an area consisting of an approximately 22 square mile portion of the unincorporated area of Jackson County, Mississippi located north of Ocean Springs, Mississippi and east of D'Iberville, Mississippi.
3. **Purchaser**    Citizens National Bank – Meridian, Mississippi
4. **Bonds**    Taxable Revenue Refunding Bonds, Series 2021
5. **Non-Rated**    Non-rated, private placement, and no official statement
6. **CUSIPs**    The Taxable Bonds will be assigned CUSIPs.
7. **DTC**    The Taxable Bonds will be registered with DTC.
8. **Purpose of Bonds**                                      The Taxable Bonds will be issued for the purpose of advance refunding a portion of the \$12,155,000 (original principal amount) Mississippi Development Bank Special Obligation Bonds, Series 2013 (West Jackson County Utility District Revenue Bond Project) (the "Refunded Bonds"), and for payment of the costs of issuance associated with the Taxable Bonds.
9. **Pledged Debt Service Repayment Sources**                      The Bonds will be secured by Net Revenues of the District's System, as defined in the Master Resolution (the "System"). The District also pledges for the payment of debt service all of its right, title and interest under any Service Contracts.

Net Revenues are defined as, for any Fiscal Year or other period, the Revenues during such Fiscal Year or period less the Maintenance and Operation Costs during such Fiscal Year or period.

Revenues are defined as (1) all gross income and revenue received or receivable by the District from the ownership or operation of the System, determined in accordance with GAAP, including without limitation all rates, fees, charges (including connection fees and charges) and business interruption insurance proceeds received by the District for the System and the other services of the System and all other income and revenue howsoever derived by the District from the ownership or operation of the System, (2) all income from the deposit or investment of any money in the Revenue Fund and all income from the deposit or investment of money held in the Construction Fund, the Parity Obligation Payment Fund, the Subordinate Obligation Fund or any Bond or Contract or Other Parity Reserve Fund or other fund established pursuant to a resolution and/or trust agreement to the extent such income is required to be available to pay Bond Payments, Other Parity Obligation Payments or is required to be deposited in the

\*Preliminary

*RJW*

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Revenue Fund, (3) all gifts, grants, reimbursements or payments received from governmental units or public agencies for the District's benefit (other than moneys received from the State or the United States of America, or any agency or instrumentality of either, and applied by the District to pay the cost of a Project or to pay the costs of a capital extension of the System which are not restricted in application to a special purpose and which are otherwise legally available for the payment of charges with respect to Parity Obligations and (4) amounts on deposit in the Operating Fund pursuant to the terms of the Master Resolution.

10. **Rate Covenant** The District covenants to set rates and charges for the water and sewer services supplied by the District sufficient to provide revenues sufficient to (i) pay the reasonable and necessary expenses of maintaining and operating the water and sewer system and to make the required payments on the Taxable Bonds, and (ii) to produce a Debt Service Coverage Ratio of at least 1.20 times maximum annual debt service requirement on all Outstanding Long Term Parity Obligations. Should the Debt Service Coverage Ratio below 1.20 times in any fiscal year as reported in the Audited Financial Statement, the District will bring in a rate consultant to determine an adequate rate increase or other budget adjustment and the District will take such action to ensure coverage returns to above 1.20 times within 365 days.
11. **Add Bonds Covenant** The District may issue additional bonds provided the following test is satisfied:  
The Debt Service Coverage Ratio for the most recent period of twelve full consecutive calendar months for which the financial statements of the District have been audited by an independent certified public accountant, taking into account (i) all Outstanding Long-Term Parity Obligations then outstanding, (ii) the Long-Term Parity Obligations then proposed to be incurred, and (iii) all decreases (but not increases), if any, in rates, fees and charges for the System or arising from the System approved or then in effect as of such date of calculation, is not less than 120%, and a Certificate of the Qualified Entity so certifying and setting forth in sufficient detail the computation thereof is filed with each trustee along with the financial statements and reports of accountants thereon if they are not already on file with such trustees.
12. **Debt Service Reserve Fund** None
13. **Tax Status** Federally taxable, state tax-exempt  
  
\*\*On or after December 1, 2023, the District has the option of converting the tax status to federally tax-exempt by exchanging the Taxable Bonds with Tax-Exempt Bonds, if the Tax-Exempt Bonds can be designated as "qualified tax-exempt obligations" (i.e., bank-qualified).\*\*
14. **Final Maturity Date** December 1, 2032
15. **Expected Structure** Principal is payable December 1 of each year commencing December 1, 2021, and ending on the Final Maturity Date. The schedule of proposed principal payments is attached as Appendix A.
16. **Interest Due Dates** Semiannually on June 1 and December 1; commencing June 1, 2021. The schedule of proposed debt service payments, including interest payments, is attached as Appendix B.

17. **Optional Redemption Provisions** The Bonds are subject to redemption in whole or in part, in principal amounts and maturities selected by the District on any date on or after December 1, 2027, at par, plus accrued interest to the date of redemption.
18. **Denominations** \$100,000 minimum denominations (\$1,000 thereafter)
19. **Interest Rate** Taxable fixed rate of 1.91% per annum. The schedule of the proposed interest rate is attached as Appendix A.
- \*\*On or after December 1, 2023, the District has the option of exchanging the Taxable Bonds with Tax-Exempt Bonds at the interest rates described in Appendix A, if the Tax-Exempt Bonds can be designated as "qualified tax-exempt obligations" (i.e., bank-qualified).\*\*
20. **Day Count Method** 30/360
21. **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.
  - (iv) In order for the interest rate to convert from taxable to tax-exempt, receipt of an opinion from Bond Counsel confirming tax-exempt, BQ status.
  - (v) Completion of all documents and conditions in a form satisfactory to the Issuer.
22. **Bond Counsel** Young Law Group PLLC
23. **Placement Agent** Raymond James & Associates, Inc.
24. **Paying Agent** Citizens National Bank - Meridian, Mississippi
25. **Verification Agent** The Arbitrage Group, Inc.
26. **Investment Letter** The Purchaser will be required to deliver an Institutional Investment Letter running to the District, RJ, and Bond Counsel, which also states, among other usual and customary matters, that it intends to hold the obligation until maturity, early redemption, and has performed its own due diligence, evaluation, and investment decision without reliance upon others. A form Institutional Investment Letter is included as Appendix C.

Agreed and accepted with the intent to be legally bound:

West Jackson County Utility District, Mississippi

By: John T Hannah

Name: John T Hannah

Title: GENERAL MANAGER

Date: 02-18-2021

Agreed and accepted with the intent to be legally bound:

Citizens National Bank, Meridian, Mississippi

By: Russell H. Williamson

Name: Russell H. Williamson

Title: Chairman / EVP

Date: 2.12.21

**APPENDIX A\***

**\$8,600,000\***  
**West Jackson County Utility District**  
**Taxable Revenue Refunding Bonds, Series 2021**  
**(Refunding Series 2013 Special Obligation Bonds)**

<b>Maturity (Decemer 1)</b>	<b>Principal Amount Due*</b>	<b>Taxable Interest Rate</b>	<b>Taxable Yield</b>	<b>Tax-Exempt Interest Rate<sup>1</sup></b>	<b>Tax-Exempt Yield<sup>1</sup></b>	<b>Price</b>
2021	\$153,000	1.910%	1.910%	n/a	n/a	100.000%
2022	\$156,000	1.910%	1.910%	n/a	n/a	100.000%
2023	\$778,000	1.910%	1.910%	n/a	n/a	100.000%
2024	\$775,000	1.910%	1.910%	1.150%	1.150%	100.000%
2025	\$789,000	1.910%	1.910%	1.200%	1.200%	100.000%
2026	\$806,000	1.910%	1.910%	1.300%	1.300%	100.000%
2027	\$817,000	1.910%	1.910%	1.400%	1.400%	100.000%
2028	\$831,000	1.910%	1.910%	1.500%	1.500%	100.000%
2029	\$850,000	1.910%	1.910%	1.600%	1.600%	100.000%
2030	\$866,000	1.910%	1.910%	1.750%	1.750%	100.000%
2031	\$881,000	1.910%	1.910%	1.850%	1.850%	100.000%
2032	\$898,000	1.910%	1.910%	2.000%	2.000%	100.000%

<sup>1</sup>In the event the Taxable Bonds can be converted to tax-exempt, bank qualified on the December 1, 2023, conversion date, the interest rate on the Taxable Bonds will be converted to the Tax-Exempt Interest Rate in this table.

\*Preliminary, subject to change.

**APPENDIX B: Proposed Interest Payments and Debt Service Schedule\***

Taxable				
Maturity (Dec. 1)	Principal*	Interest Rate	Interest*	Total P+I*
6/1/2021	-	-	33,764.56	33,764.56
12/1/2021	153,000.00	1.91%	82,130.00	235,130.00
6/1/2022	-	-	80,668.85	80,668.85
12/1/2022	156,000.00	1.91%	80,668.85	236,668.85
6/1/2023	-	-	79,179.05	79,179.05
12/1/2023	778,000.00	1.91%	79,179.05	857,179.05
6/1/2024	-	-	71,749.15	71,749.15
12/1/2024	775,000.00	1.91%	71,749.15	846,749.15
6/1/2025	-	-	64,347.90	64,347.90
12/1/2025	789,000.00	1.91%	64,347.90	853,347.90
6/1/2026	-	-	56,812.95	56,812.95
12/1/2026	806,000.00	1.91%	56,812.95	862,812.95
6/1/2027	-	-	49,115.65	49,115.65
12/1/2027	817,000.00	1.91%	49,115.65	866,115.65
6/1/2028	-	-	41,313.30	41,313.30
12/1/2028	831,000.00	1.91%	41,313.30	872,313.30
6/1/2029	-	-	33,377.25	33,377.25
12/1/2029	850,000.00	1.91%	33,377.25	883,377.25
6/1/2030	-	-	25,259.75	25,259.75
12/1/2030	866,000.00	1.91%	25,259.75	891,259.75
6/1/2031	-	-	16,989.45	16,989.45
12/1/2031	881,000.00	1.91%	16,989.45	897,989.45
6/1/2032	-	-	8,575.90	8,575.90
12/1/2032	898,000.00	1.91%	8,575.90	906,575.90
<b>Total</b>	<b>8,600,000.00</b>		<b>\$ 1,170,672.96</b>	<b>\$ 9,770,672.96</b>

Tax-Exempt Bank Qualified <sup>1</sup>				
Maturity (Dec. 1)	Principal*	Interest Rate	Interest*	Total P+I*
6/1/2021	-	-	33,764.56	33,764.56
12/1/2021	153,000.00	1.91%	82,130.00	235,130.00
6/1/2022	-	-	80,668.85	80,668.85
12/1/2022	156,000.00	1.91%	80,668.85	236,668.85
6/1/2023	-	-	79,179.05	79,179.05
12/1/2023	778,000.00	1.91%	79,179.05	857,179.05
6/1/2024	-	-	57,887.50	57,887.50
12/1/2024	775,000.00	1.15%	57,887.50	832,887.50
6/1/2025	-	-	53,431.25	53,431.25
12/1/2025	789,000.00	1.20%	53,431.25	842,431.25
6/1/2026	-	-	48,697.25	48,697.25
12/1/2026	806,000.00	1.30%	48,697.25	854,697.25
6/1/2027	-	-	43,458.25	43,458.25
12/1/2027	817,000.00	1.40%	43,458.25	860,458.25
6/1/2028	-	-	37,739.25	37,739.25
12/1/2028	831,000.00	1.50%	37,739.25	868,739.25
6/1/2029	-	-	31,506.75	31,506.75
12/1/2029	850,000.00	1.60%	31,506.75	881,506.75
6/1/2030	-	-	24,706.75	24,706.75
12/1/2030	866,000.00	1.75%	24,706.75	890,706.75
6/1/2031	-	-	17,129.25	17,129.25
12/1/2031	881,000.00	1.85%	17,129.25	898,129.25
6/1/2032	-	-	8,980.00	8,980.00
12/1/2032	898,000.00	2.00%	8,980.00	906,980.00
<b>Total</b>	<b>8,600,000.00</b>		<b>\$ 1,082,662.86</b>	<b>\$ 9,682,662.86</b>

<sup>1</sup>In the event the Taxable Bonds can be converted to tax-exempt, bank qualified on the December 1, 2023, conversion date, the interest and debt service payments on the Taxable Bonds will convert to those shown in this table.

\*Preliminary, subject to change.

**EXHIBIT B**

**Form of Placement Agreement**

## PRIVATE PLACEMENT AGREEMENT

This Private Placement Agreement, dated March 31, 2021, (the "Placement Agreement"), is by and between the West Jackson County Utility District, Jackson County, Mississippi (the "District"), a public body corporate and 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 Commissioners (the "Board"), acting for and on behalf of the District, has authorized the issuance of revenue refunding bonds of the District in the maximum principal amount of \$8,567,000 (the "Refunding Bonds"), pursuant to the provisions of a resolution adopted on February 25, 2021, (the "Resolution"), the Commitment Letter accepted by the Resolution and this Agreement; and

**WHEREAS**, the proceeds of the Refunding Bonds will be used to provide funds for the redemption prior to maturity of a portion of the District's Series 2013 Water and Sewer Revenue Bond and payment of costs of issuance for the Refunding Bonds (the "Project"); and

**WHEREAS**, the Refunding Bonds are more fully described in the Resolution and in the executed Commitment Letter and this Agreement, both of which were approved by the Resolution; and

**WHEREAS**, the District has requested the Placement Agent to act as its agent in connection with the placement of the Refunding 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 Resolution.

**Section 2. Appointment of Placement Agent.** Pursuant to the Resolution and this Placement Agreement, the District hereby appoints the Placement Agent as exclusive placement agent with respect to the Refunding Bonds, and the Placement Agent hereby accepts such appointment, with such duties as described herein and in the Resolution.

**Section 3. Placement of the Refunding Bonds; Closing.** After marketing the Refunding Bonds as the agent of the District to various qualified institutional buyers, the Placement Agent has represented to the District that Citizens National Bank, Meridian, Mississippi, (the "Purchaser") has offered to acquire the Refunding Bonds pursuant to the terms of the Resolution at the lowest net interest cost to the District and has recommended that the District place the Refunding Bonds with the Purchaser pursuant to the terms set forth in the Commitment Letter attached hereto as **Schedule A** and approved by the Resolution. The Board authorized the sale of the Refunding Bonds to the Purchaser pursuant and subject to the terms of the Resolution and the Commitment Letter attached



thereto. It is understood that the sale of the Refunding Bonds to the Purchaser is subject to: (a) receipt by the Placement Agent and Purchaser of an opinion of Young Law Group, PLLC, Jackson, Mississippi, ("Bond Counsel") to the effect that the Refunding Bonds constitute valid and binding obligations of the District; (b) the delivery of certificates in form and tenor satisfactory to Placement Agent and Purchaser evidencing the proper execution and delivery of the Refunding Bonds and receipt of payment therefor, including a statement of the District, 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 Refunding Bonds; and (c) satisfaction of other conditions specified in the Resolutions.

The placement of the Refunding Bonds and the District's obligation to deliver the Refunding Bonds is further subject to: (a) the Purchaser's delivery to the District of an executed Institutional Investment Letter in substantially the form attached hereto as **Schedule B** and (b) the District obtaining the approving validation judgment from the Jackson County Chancery Court.

The Purchaser shall be required to transfer the proceeds of the Refunding Bonds as directed by the District on the date of delivery and issuance of the Refunding Bonds (the "Closing Date"). The Refunding Bonds will be placed on the Closing Date under the exemptions set forth in Rule 15c2-12 of the Securities and Exchange Commission.

If the Purchaser refuses to purchase the Refunding Bonds, the Placement Agent will use its reasonable best efforts to arrange for a substitute Purchaser for such Refunding Bonds on the terms set forth in Section 3.

**Section 4. Limitation.** Nothing contained in this Placement Agreement shall obligate the Placement Agent to purchase the Refunding Bonds in the event the Purchaser fails to pay the purchase price of the Refunding Bonds or in the event the Placement Agent is unable to arrange for the purchase of the Refunding Bonds.

**Section 5. Fees and Expenses.** The Placement Agent fee is \$11 per \$1,000 of principal and represents the total compensation due to the Placement Agent for its services under this Placement Agreement.

**Section 6. Form of Refunding Bonds.** The Refunding Bonds will be issued in fully registered form, with CUSIP numbers, and in book entry form through DTC.

**Section 7. Governing Law.** This Placement Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi.

**Section 8. 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 9. Arm-Lengths Transaction; Obligation of Placement Agent.** The District acknowledges and agrees that this Placement Agreement does not constitute a guarantee by the

Placement Agent to arrange the placement of the Refunding Bonds. It is understood that the Placement Agent's obligations under this Placement Agreement are to use reasonable efforts throughout the term of this Placement Agreement to perform the services described herein. The District 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 District, and that this Placement Agreement is not intended to confer rights or benefits on any member, affiliate, shareholder or creditor of the District or any other person or entity or to provide the District or any other person with any assurances that the transaction will be consummated. The District acknowledges and agrees that (i) the purchase and placement of the Refunding Bonds pursuant to this Placement Agreement is an arm's-length commercial transaction among the District, the Purchaser and the Placement Agent; (ii) in connection with such transaction, the Placement Agent is acting solely as a principal and not as an agent or a fiduciary of the District; (iii) the Placement Agent has not assumed a fiduciary responsibility in favor of the District with respect to placing the Refunding Bonds or the process leading thereto (whether or not the Placement Agent, or any affiliate of the Placement Agent, has advised or is currently advising the District on other matters) nor has it assumed any other obligation to the District except the obligations expressly set forth in this Placement Agreement, (iv) the Placement Agent has financial and other interests that differ from those of the District; and (v) the District has consulted with its own legal and financial advisors to the extent it deemed appropriate in connection with the placement of the Refunding Bonds.

**Section 10. 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.

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

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

---

Managing Director

**WEST JACKSON COUNTY UTILITY  
DISTRICT**  
**JACKSON COUNTY, MISSISSIPPI**  
the District

---

Chairman, Board of Commissioners

**SCHEDULE A**  
**COMMITMENT LETTER**

**SCHEDULE B**

**FORM OF THE INSTITUTIONAL INVESTMENT LETTER**

**EXHIBIT C**

**FORM OF THE ESCROW AGREEMENT**

**ESCROW AGREEMENT**

**between**

**WEST JACKSON COUNTY UTILITY DISTRICT**

**and**

**REGIONS BANK  
LITTLE ROCK, ARKANSAS**

**Pertaining to**

**\$8,567,000**

**WEST JACKSON COUNTY UTILITY DISTRICT  
JACKSON COUNTY, MISSISSIPPI  
REVENUE REFUNDING BONDS, SERIES 2021**

**Dated as of**

**MARCH 31, 2021**

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EXHIBIT "A"            MATURITY SCHEDULE OF REFUNDED BONDS

EXHIBIT "B" ESCROWED SECURITIES

EXHIBIT "C" ESCROW FUND CASHFLOW



**\$8,567,000**  
**WEST JACKSON COUNTY UTILITY DISTRICT**  
**JACKSON COUNTY, MISSISSIPPI**  
**REVENUE REFUNDING BONDS, SERIES 2021**

**ESCROW AGREEMENT**

THIS ESCROW AGREEMENT, dated as of March 31, 2021, (herein together with any amendments or supplements hereto, called the "Agreement"), entered into by and between the **WEST JACKSON COUNTY UTILITY DISTRICT** (the "District"), and **REGIONS BANK**, Little Rock, Arkansas, as escrow agent (herein together with any successor in such capacity, called the "Escrow Agent").

W I T N E S S E T H :

WHEREAS, the District heretofore caused the Mississippi Development Bank (the "Bank") to issue and there presently remain outstanding the certificates of the Bank listed and described on **Exhibit A** (the "Refunded Bank Bonds"), attached hereto for the purpose of providing funds for the purchase by the Bank of the District's Water and Sewer Revenue Bond, Series 2013 (the "Refunded District Bond" and together with the Refunded Bank Bonds, the "Refunded Bonds"); and

WHEREAS, the Refunded District Bond is scheduled to mature in such years, bear interest at such rates, and be payable at such times and in such amounts as are set forth in **Exhibit A** and

WHEREAS, the Mississippi Bond Refinancing Act, Sections 31-27-1 through 31-27-25 of the Mississippi Code of 1972, as amended (the "Act"), authorizes the District to issue refunding bonds and to deposit the proceeds from the sale thereof, and any other available funds or resources, in escrow to be held until such time as the Refunded District Bond becomes available for payment by maturity, call for redemption in whole or in part or otherwise; and

WHEREAS, the Act further authorizes the District to enter into an escrow agreement with an escrow agent qualified under the terms of the Act to serve as such with respect to the safekeeping, investment, administration and disposition of any such deposit, upon such terms and conditions as the District and such escrow agent may agree, provided that such deposits may be invested only in direct noncallable obligations of the United States of America, or any of its agencies or in obligations fully guaranteed or insured by the United States which bear interest at such rates (which rates may include zero rates of interest) as to provide funds which, together with any uninvested money placed in such escrow, will be sufficient to pay when due or called for redemption the bonds so refunded, together with interest accrued and to accrue thereon and redemption premiums, if any, and the expenses relating to such escrow; and

WHEREAS, this Agreement constitutes an escrow agreement of the kind authorized and required by the Act; and

WHEREAS, the issuance, sale and delivery of the District's, Revenue Refunding Bonds, Series 2021-A (the "Refunding Bonds") have been duly authorized for the purpose, among others, of obtaining the funds required to provide for the payment of a portion of the principal of the Refunded District Bond at its redemption date and the interest thereon to such redemption dates; and

WHEREAS, the District desires that, concurrently with the delivery of the Refunding Bonds to the purchaser thereof, certain proceeds of the Refunding Bonds, together with certain other available funds of the District, shall be applied to purchase certain direct obligations of the United States of America hereinafter defined as the "Escrowed Securities" for deposit to the credit of the Escrow Fund created pursuant to the terms of this Agreement; and

WHEREAS, the Escrowed Securities shall mature and the interest thereon shall be payable at such times and in such amounts so as to provide moneys which, together with cash balances from time to time on deposit in the Escrow Fund, will be sufficient to pay interest on the Refunded Bonds as it accrues and becomes payable and the principal of the Refunded District Bond on the redemption date thereof; and

WHEREAS, to facilitate the receipt and transfer of proceeds of the Escrowed Securities, particularly those in book entry form, the District desires to establish the Escrow Fund at the principal corporate trust office of the Escrow Agent; and

WHEREAS, the Escrow Agent is a party to this Agreement and hereby acknowledges its acceptance of the terms and provisions hereof;

WHEREAS, Regions Bank, Jackson, Mississippi, or its successors or assigns, serves as paying agent and trustee (the "2013 Trustee") for the Refunded Bonds pursuant to an Indenture of Trust dated as of July 1, 2013 (the "2013 Indenture") by and between the Bank and the 2013 Trustee.

NOW, THEREFORE, in consideration of the mutual understandings, promises and agreements herein contained, the sufficiency of which are hereby acknowledged, and to secure the full and timely payment of principal of and the interest on the Refunded District Bond, the District and the Escrow Agent mutually undertake, promise and agree for themselves and their respective representatives and successors, as follows:

## ARTICLE 1.

### DEFINITIONS AND INTERPRETATIONS

**Section 1.1. Definitions.** Unless the context clearly indicates otherwise, the following terms shall have the meanings assigned to them below when they are used in this Agreement:

"Code" means the Internal Revenue Code of 1986, as amended, including applicable regulations, published rulings and court decisions thereunder.

"Escrow Fund" means the funds created in Section 3.1 of this Agreement to be administered by the Escrow Agent pursuant to the provisions of this Agreement.

"Escrowed Securities" means the permitted investments described in **Exhibit B** attached to this Agreement, or cash or other permitted investments substituted therefor pursuant to Section 4.2 of this Agreement.

**Section 1.2. Other Definitions.** The terms "Agreement," "District," "Escrow Agent," "Refunded District Bond," "Refunded Bank Bonds," "Refunded Bonds," and "Refunding Bonds" when they are used in this Agreement, shall have the meanings assigned to them in the preamble of this Agreement.

**Section 1.3. Interpretations.** The titles and headings of the articles and sections of this Agreement have been inserted for convenience and reference only and are not to be considered a part hereof and shall not in any way modify or restrict the terms hereof. This Agreement and all of the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to achieve the intended purpose of providing for the refunding of the Refunded Bonds in accordance with applicable law.

## ARTICLE 2.

### DEPOSIT OF FUNDS AND ESCROWED SECURITIES

**Section 2.1. Deposits in the Escrow Fund.** Concurrently with the sale and delivery of the Refunding Bonds, the District shall deposit or cause to be deposited, with the Escrow Agent, for deposit in the Escrow Fund, the Escrowed Securities described in **Exhibit B** attached hereto.

## ARTICLE 3.

### CREATION AND OPERATION OF ESCROW FUND

**Section 3.1. Escrow Fund.** The Escrow Agent hereby creates on its books a special trust and irrevocable escrow fund to be known as the West Jackson County Utility District Revenue Refunding Bonds Escrow Fund (the "Escrow Fund") for the purpose of paying the interest on the Refunded District Bond prior to the call date thereof in the amounts and at the times shown in **Exhibit C** and to transfer to the 2013 Trustee the for deposit into the 2013 Redemption Account under the 2013 Indenture the amount of Escrowed Securities and cash necessary to redeem (principal and accrued interest) the Refunded Bonds on or before the date fixed for redemption of the Refunded Bonds as shown in **Exhibit C**. The Escrow Agent hereby agrees that upon receipt thereof it will deposit to the credit of the Escrow Fund the Escrowed Securities described in **Exhibit B** attached hereto. Such deposit, all proceeds therefrom, (and all cash balances from time to time on deposit therein) (a) shall be the property of the Escrow Fund, (b) shall be applied only in strict conformity with the terms and conditions of this Agreement, and (c) are hereby irrevocably pledged to the

payment of the principal of and interest on the Refunded Bonds, which payment shall be made by timely transfers of such amounts at such times as are provided for in Section 3.2 hereof. When the final transfers have been made for the payment of such principal of and interest on the Refunded Bonds, any balance then remaining in the Escrow Fund shall be transferred to the District, and the Escrow Agent shall thereupon be discharged from any further duties hereunder.

**Section 3.2. Payment of Principal and Interest.** The Escrow Agent is hereby irrevocably instructed to transfer, from the funds on deposit from time to time in the Escrow Fund, to the 2013 Trustee the amounts required to pay the principal of the Refunded Bonds at their respective maturity dates or prior redemption, and interest thereon to such maturity dates or prior redemption, in the amounts and at the times shown in **Exhibit C** attached hereto.

**Section 3.3. Sufficiency of Escrow Fund.** The District represents that the successive receipts of the principal of and interest on the Escrowed Securities, all as more fully set forth in **Exhibit C** hereto, will assure that the cash balance on deposit from time to time in the Escrow Fund will be at all times sufficient to provide moneys for transfer to the Trustee for the Refunded Bonds, at the times and in the amounts required to make the payments set forth in Section 3.2 hereof. If, for any reason, at any time, the cash balances on deposit or scheduled to be on deposit in the Escrow Fund shall be insufficient to transfer the amounts required by the Trustee for the Refunded Bonds to make the payments set forth in Section 3.2 hereof, the District shall timely deposit in the Escrow Fund, from any funds that are lawfully available therefor, additional moneys in the amounts required to make such payments. Notice of any such insufficiency shall be given promptly as hereinafter provided, but the Escrow Agent shall not in any manner be responsible for any insufficiency of funds in the Escrow Fund or the District's failure to make additional deposits thereto.

**Section 3.4. Trust Fund.** The Escrow Agent shall hold at all times the Escrow Fund, the Escrowed Securities and all other assets of the Escrow Fund wholly segregated from all other funds and securities on deposit with the Escrow Agent; it shall never allow the Escrowed Securities or any other assets of the Escrow Fund to be commingled with any other funds or securities of the Escrow Agent; and it shall hold and dispose of the assets of the Escrow Fund only as set forth herein. The Escrowed Securities and other assets of the Escrow Fund shall always be maintained by the Escrow Agent as trust funds for the benefit of the owners of the Refunded Bonds, and a special account therefor shall at all times be maintained on the books of the Escrow Agent. The owners of the Refunded Bonds shall be entitled to a preferred claim and first lien upon the Escrowed Securities, the proceeds thereof, and all other assets of the Escrow Fund. The amounts received by the Escrow Agent under this Agreement shall not be subject to warrants, drafts or checks drawn by the District or, except to the extent expressly herein provided, by a place of payment (trustee) for the Refunded Bonds.

**Section 3.5. Security for Cash Balances.** Cash balances from time to time on deposit in the Escrow Fund shall, to the extent not insured by the Federal Deposit Insurance Corporation or its successor, be continuously secured by a pledge of direct obligations of, or obligations unconditionally guaranteed by, the United States of America, having a market value at least equal to such cash balances.

## ARTICLE 4.

### LIMITATION ON INVESTMENTS

**Section 4.1. In General.** Except for the initial investment of the proceeds of the Refunding Bonds in the Escrowed Securities, and except as provided in Sections 4.2 and 4.3 hereof, the Escrow Agent shall not have any power or duty to invest or reinvest any money held hereunder, or to make substitutions of the Escrowed Securities, or to sell, transfer, or otherwise dispose of the Escrowed Securities.

**Section 4.2. Reinvestment of Certain Cash Balances in Escrow by Escrow Agent.** In addition to the Escrowed Securities listed in **Exhibit B** hereto, the Escrow Agent shall reinvest cash balances, if any, shown in **Exhibit B** attached hereto in zero (0) interest rate United States Treasury Bonds - State and Local Government Series to the extent such bonds are available from the Department of the Treasury. Provided, however, that if such cash balance is such an amount that it would not be feasible to invest in zero (0) interest rate United States Treasury Bonds - State and Local Government Series, then the Escrow Agent may hold such amounts in cash uninvested. The Escrow Agent may confirm with the District from time to time whether such amounts should remain uninvested. In the event that such zero (0) interest rate United States Treasury Bonds - State and Local Government Series are not available for such reinvestment, such cash balances may be held in cash uninvested until such time as such zero (0) interest rate bonds are available. All such reinvestments shall be made only from the portion of cash balances derived from the maturing principal of and interest on Escrowed Securities. All such reinvestments shall be acquired on and shall mature on the dates shown on **Exhibit C** attached hereto.

**Section 4.3. Arbitrage.** The District hereby covenants and agrees that it shall never request the Escrow Agent to exercise any power hereunder or permit any part of the money in the Escrow Fund or proceeds from the sale of Escrowed Securities to be used directly or indirectly to acquire any securities or obligations if the exercise of such power or the acquisition of such securities or obligations would cause any Refunded Bonds to be an "arbitrage bond" within the meaning of Section 148 of the Code.

## ARTICLE 5.

### APPLICATION OF CASH BALANCES

**Section 5.1. In General.** Except as provided in Sections 3.2 and 4.2 hereof, no withdrawals, transfers or reinvestment shall be made of cash balances in the Escrow Fund.

## ARTICLE 6.

### RECORDS AND REPORTS

**Section 6.1. Records.** The Escrow Agent will keep written records in which complete and correct entries shall be made of all transactions relating to the receipts, disbursements, allocations and application of the money and Escrowed Securities deposited to the Escrow Fund and all proceeds thereof, and such books shall be available for inspection at reasonable hours and under reasonable conditions by the District.

**Section 6.2. Reports.** While this Agreement remains in effect, the Escrow Agent at least annually shall prepare and send to the District a written report summarizing all transactions relating to the Escrow Fund during the preceding year, including, without limitation, credits to the Escrow Fund as a result of interest payments on or maturities of the Escrowed Securities and transfers from the Escrow Fund for payments on the Refunded Bonds or otherwise, together with a detailed statement of all Escrowed Securities and the cash balance on deposit in the Escrow Fund as of the end of such period. The Escrow Agent's customary account statements shall suffice for purposes of this Section.

## ARTICLE 7.

### CONCERNING THE PAYING AGENTS AND ESCROW AGENT

**Section 7.1. Representations.** The Escrow Agent hereby represents that it has all necessary power and authority to enter into this Agreement and undertake the obligations and responsibilities imposed upon it herein, and that it will carry out all of its obligations hereunder.

**Section 7.2. Limitation on Liability.** The liability of the Escrow Agent to transfer funds for the payment of the principal of and interest on the Refunded Bonds shall be limited to the proceeds of the Escrowed Securities and the cash balances from time to time on deposit in the Escrow Fund. Notwithstanding any provision contained herein to the contrary, neither the Escrow Agent nor any place of payment (paying agent) for the Refunded Bonds shall have any liability whatsoever for the insufficiency of funds from time to time in the Escrow Fund or any failure of the obligors of the Escrowed Securities to make timely payment thereon, except for the obligation to notify the District promptly of any such occurrence.

The recitals herein and in the proceedings authorizing the Bonds shall be taken as the statements of the District and shall not be considered as made by, or imposing any obligation or liability upon, the Escrow Agent. The Escrow Agent is not a party to the proceedings authorizing the Refunding Bonds or the Refunded bonds and is not responsible for nor bound by any of the

provisions thereof (except as a place of payment (paying agent) or a paying agent/registrant therefor). In its capacity as Escrow Agent, it is agreed that the Escrow Agent need look only to the terms and provisions of this Agreement.

The Escrow Agent makes no representations as to the value, conditions or sufficiency of the Escrow Fund, or any part thereof, or as to the title of the District thereto, or as to the security afforded thereby or hereby, and the Escrow Agent shall not incur any liability or responsibility in respect to any of such matters.

It is the intention of the parties hereto that the Escrow Agent shall never be required to use or advance its own funds or otherwise incur personal financial liability in the performance of any of its duties or the exercise of any of its rights and powers hereunder.

The Escrow Agent shall not be liable for any action taken or neglected to be taken by it in good faith in any exercise of reasonable care and believed by it to be within the discretion or power conferred upon it by this Agreement, nor shall the Escrow Agent be responsible for the consequences of any error of judgment; and the Escrow Agent shall not be answerable except for its own action, neglect or default, nor for any loss unless the same shall have been through its negligence or want of good faith.

Unless it is specifically otherwise provided herein, the Escrow Agent has no duty to determine or inquire into the happening or occurrence of any event or contingency or the performance or failure of performance of the District with respect to arrangements or contracts with others, with the Escrow Agent's sole duty hereunder being to safeguard the Escrow Fund, to dispose of and deliver the same in accordance with this Agreement. If, however, the Escrow Agent is called upon by the terms of this Agreement to determine the occurrence of any event or contingency, the Escrow Agent shall be obligated, in making such determination, only to exercise reasonable care and diligence, and in event of error in making such determination the Escrow Agent shall be liable only for its own misconduct or its negligence. In determining the occurrence of any such event or contingency the Escrow Agent may request from the District or any other person such reasonable additional evidence as the Escrow Agent in its discretion may deem necessary to determine any fact relating to the occurrence of such event or contingency, and in this connection may make inquiries of, and consult with, among others, the District at any time.

**Section 7.3. Compensation.** The District shall pay to the Escrow Agent, as a fee for performing the services hereunder and for all expenses incurred or to be incurred by the Escrow Agent in the administration of this Agreement a fee as set forth in the proposal submitted by the Escrow Agent to the District and approved by the District, plus expenses. In the event that the Escrow Agent is requested or required to perform any extraordinary services hereunder, the District hereby agrees to pay reasonable fees to the Escrow Agent for such extraordinary services. The Escrow Agent hereby agrees to look only to the District for the payment of such fees and reimbursement of such expenses. The Escrow Agent hereby agrees that in no event shall it ever assert any claim or lien against the Escrow Fund for any fees for its services whether regular or extraordinary, as Escrow Agent, or in any other capacity, or for reimbursement for any of its expenses.

**Section 7.4. Resignation of Escrow Agent.** The Escrow Agent may resign and thereby become discharged from the duties and obligations hereby created, by notice in writing given to the District. Such resignation shall not take effect until the appointment of a new Escrow Agent hereunder and if no such appointment shall be made within ninety (90) days of such written notice, the Escrow Agent may petition the Chancery Court of Hancock County, Mississippi, or any other court of competent jurisdiction, to make such appointment.

**Section 7.5. Removal of Escrow Agent.**

7.5.1. The Escrow Agent may be removed at any time by an instrument or concurrent instruments in writing, executed by the holders or owners of not less than fifty-one percent (51%) in aggregate principal amount of the Refunded Bonds then outstanding, such instruments to be filed with the District. A copy of any instrument filed with the District under the provisions of this paragraph shall be delivered by the District to the Escrow Agent.

7.5.2. The Escrow Agent may also be removed at any time for any breach of trust or for acting or proceeding in violation of, or failing to act or proceed in accordance with, any provisions of this Agreement with respect to the duties and obligations of the Escrow Agent by any court of competent jurisdiction upon the application of the District or the holders or owners of not less than five percent (5%) in aggregate principal amount of the Refunded Bonds then outstanding.

**Section 7.6. Successor Escrow Agents.** If at any time the Escrow Agent or its legal successor or successors should resign, be removed, or otherwise become unable, through operation of law or otherwise, to act as Escrow Agent hereunder, or if its property and affairs shall be taken under the control of any state or federal court or administrative body because of insolvency or bankruptcy or for any other reason, then a vacancy shall forthwith exist in the office of Escrow Agent hereunder. In such event the District, by appropriate action, promptly shall appoint an Escrow Agent to fill such vacancy. If no successor Escrow Agent shall have been appointed by the District within sixty (60) days, a successor may be appointed by the owners of a majority in principal amount of the Refunded Bonds then outstanding by an instrument or instruments in writing filed with the District, signed by such owners or by their duly authorized attorneys-in-fact. If, in a proper case, no appointment of a successor Escrow Agent shall be made pursuant to the foregoing provisions of this section within three (3) months after a vacancy shall have occurred, the owner of any of the Refunded Bonds may apply to any court of competent jurisdiction to appoint a successor Escrow Agent. Such court may thereupon, after such notice, if any, as it may deem proper, prescribe and appoint a successor Escrow Agent.

Any successor Escrow Agent shall be a corporation organized and doing business under the laws of the United States or the State of Mississippi, authorized under such laws to exercise corporate trust powers, having its principal office and place of business in the State of Mississippi, having a combined capital and surplus of at least \$50,000,000 and subject to the supervision or examination by Federal or State authority.



Any successor Escrow Agent shall execute, acknowledge and deliver to the District and the Escrow Agent an instrument accepting such appointment hereunder, and the Escrow Agent shall execute and deliver an instrument transferring to such successor Escrow Agent, subject to the terms of this Agreement, all the rights, powers and trust of the Escrow Agent hereunder. Upon the request of any such successor Escrow Agent, the District shall execute any and all instruments in writing for more fully and certainly vesting in and confirming to such successor Escrow Agent all such rights, powers and duties.

## ARTICLE 8.

### MISCELLANEOUS

**Section 8.1. Notice.** Any notice, authorization, request or demand required or permitted to be given hereunder, shall be in writing and shall be deemed to have been duly given when mailed by registered or certified mail, postage prepaid, addressed as follows:

To the Escrow Agent:                   Regions Bank - Corporate Trust Division  
400 West Capitol Street, 2nd floor  
Little Rock, Arkansas 72201

To the District:                         West Jackson County Utility District  
P.O. Box 1230  
Ocean Springs, MS 39566-1230  
Attention: General Manager

The United States Post Office registered or certified mail showing delivery of the aforesaid shall be conclusive evidence of the date and fact of delivery. Either party hereto may change the address to which notices are to be delivered by giving to the other party not less than ten (10) days prior notice thereof.

**Section 8.2. Termination of Responsibilities.** Upon the taking of all the actions as described herein by the Escrow Agent, the Escrow Agent shall have no further obligations or responsibilities hereunder to the District, the owners of the Refunded Bonds or to any other person or persons in connection with this Agreement.

**Section 8.3. Binding Agreement.** This Agreement shall be binding upon the District and the Escrow Agent and their respective successors and legal representatives, and shall inure solely to the benefit of the owners of the Refunded Bonds, the District, the Escrow Agent and their respective successors and legal representatives.

**Section 8.4. Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but

this Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein.

**Section 8.5. Mississippi Law Governs.** This Agreement shall be governed exclusively by the provisions hereof and by the applicable laws of the State of Mississippi.

**Section 8.6. Time of the Essence.** Time shall be of the essence in the performance of obligations from time to time imposed upon the Escrow Agent by this Agreement.

**Section 8.7. Effective Date of Agreement.** This Agreement shall be effective upon receipt by the Escrow Agent of the Escrowed Securities described in Exhibit "B" attached hereto, together with the specific sums stated in Section 7.3 for Escrow Agent and paying agency fees, expenses and services.

IN WITNESS WHEREOF, this Escrow Agreement has been executed in multiple counterparts, each one of which shall constitute one and the same original Agreement, as of the date and year appearing on the first page of this Agreement.

**WEST JACKSON COUNTY UTILITY  
DISTRICT**

\_\_\_\_\_  
Chairman, Board of Commissioners

**ATTEST:**

\_\_\_\_\_  
Secretary/Treasurer, Board of Commissioners

**REGIONS BANK  
as Escrow Agent**

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

Its: \_\_\_\_\_

**EXHIBIT "A"**

**West Jackson County Utility District  
Revenue Refunding Bonds  
Series 2021**

**DISTRICT REFUNDED BONDS**

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
12/01/2024	\$ 610,000	5.000%
12/01/2025	640,000	5.000
12/01/2026	675,000	5.000
12/01/2027	705,000	5.000
12/01/2028	740,000	5.000
12/01/2031	2,460,000*	5.000
12/01/2033	1,840,000**	5.000

\* Term Bond, subject to mandatory redemption as follows:

<u>December 1</u>	<u>Amount Maturing</u>
2029	\$780,000
2030	820,000
2031	860,000

\*\* Term Bond, subject to mandatory redemption as follows:

<u>December 1</u>	<u>Amount Maturing</u>
2032	\$905,000
2033	935,000

**EXHIBIT "B"**

**West Jackson County Utility District  
Revenue Refunding Bonds  
Series 2021**

**ESCROWED SECURITIES**

**EXHIBIT "C"**

**West Jackson County Utility District  
Revenue Refunding Bonds  
Series 2021**

**ESCROW FUND CASH FLOW**

**EXHIBIT D**

**FORM OF THE INDENTURE OF TRUST**

**INDENTURE OF TRUST**

**BY AND BETWEEN**

**WEST JACKSON COUNTY UTILITY DISTRICT**

**AND**

**CITIZENS NATIONAL BANK,  
Meridian, Mississippi  
Paying Agent/Registrar**

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**DATED AS OF MARCH 31, 2021**

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**RE:**

**\$8,567,000  
WEST JACKSON COUNTY UTILITY DISTRICT  
REVENUE REFUNDING BONDS, SERIES 2021**

**DATED MARCH 31, 2021**

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## **INDENTURE OF TRUST**

This **INDENTURE OF TRUST** is dated as of March 31, 2021, by and between the **WEST JACKSON COUNTY UTILITY DISTRICT**, (the "District") a public body corporate and politic in the State of Mississippi (the "State") exercising essential public functions and **CITIZENS NATIONAL BANK**, Meridian, Mississippi, as Trustee (the "Trustee").

### **WITNESSETH:**

**WHEREAS**, the execution and delivery of this Indenture of Trust (this "Indenture") has been in all respects duly and validly authorized by resolutions duly passed and approved by the Board of Commissioners of the District.

### **NOW, THEREFORE, THIS INDENTURE OF TRUST WITNESSETH:**

#### **GRANTING CLAUSES**

The District, in consideration of the premises and the acceptance by the Trustee of the trusts hereby created and of the purchase and acceptance of the Series 2021 Bonds by the owners thereof, and for other good and valuable consideration, the receipt of which is hereby acknowledged, in order to secure the payment of the principal of and interest on the Series 2021 Bonds according to their tenor and effect and to secure the performance and observance by the District of all covenants expressed or implied herein and in the Series 2021 Bonds, does hereby grant, transfer, bargain, sell, convey, mortgage, assign and pledge, and grant a security interest in the rights, interests, properties, monies and other assets described in the following Granting Clauses to the Trustee and its successors in trust and assigns forever, for the securing of the performance of the obligations of the District hereinafter set forth, such grant, transfer, bargaining, sale, conveyance, mortgage, assignment, pledge and security interest, as described in the following Granting Clauses.

#### **GRANTING CLAUSE FIRST**

All Revenues and cash and securities now or hereafter held in the Funds and Accounts created or established under this Indenture (other than the 2021 Rebate Fund) and the investment earnings thereon (other than the 2021 Rebate Fund) and all proceeds thereof (except to the extent in the 2021 Rebate Fund or any amounts which are transferred from such Funds and Accounts from time to time in accordance with this Indenture).

#### **GRANTING CLAUSE SECOND**

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

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

**IN TRUST NEVERTHELESS**, upon the terms and trust herein set forth for the equal and proportionate benefit, security and protection of all present and future owners of the Series 2021 Bonds issued under and secured by this Indenture without privilege, priority or distinction as to the lien or otherwise of any of the Series 2021 Bonds over any of the other Series 2021 Bonds except as otherwise expressly provided herein;

**PROVIDED HOWEVER**, the Revenues are pledged to the payment of the Series 2021 Bonds on a parity basis with the Outstanding Series 2013 Mississippi Development Bank Special Obligation Bonds (West Jackson County Utility District Revenue Bond Project) and secured on a parity basis with any other Parity Obligations Outstanding from time to time issued subject to a Master Resolution of the District dated as of April 9, 2013, as the same has been and may be amended, supplemented or replaced from time.

**PROVIDED HOWEVER**, that if the District shall pay or cause to be paid, or there shall otherwise be paid or made provision for payment of, the principal of and interest on the Series 2021 Bonds due or to become due thereon, at the times and in the manner mentioned in the Series 2021 Bonds and shall pay or cause to be paid or there shall otherwise be paid or made provision for payment to the Trustee of all sums of money due or to become due according to the provisions hereof and shall otherwise comply with Article 9 hereof, then this Indenture and the rights hereby granted shall cease, terminate and be void; otherwise this Indenture to be and remain in full force and effect.

**THIS INDENTURE OF TRUST FURTHER WITNESSETH**, and it is expressly declared, that all Series 2021 Bonds issued and secured hereunder are to be issued, authenticated and delivered, and all said property, rights and interests, including, without limitation, the amounts hereby assigned and pledged, are to be dealt with and disposed of, under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes hereinafter expressed, and the District has agreed and covenanted, and does hereby agree and covenant, with the Trustee and with the respective owners, from time to time, of the Series 2021 Bonds, or any part thereof, as follows (subject, however, to the provisions of Sections 3.11 and 3.12 hereof):

## **ARTICLE 1**

### **DEFINITIONS AND RULES OF INTERPRETATION**

**Section 1.1 Definitions.** The following words and phrases shall have the following meanings unless the context otherwise requires:

“2021 Bond Issuance Expense Account” means the account by that name created by Section 6.2 hereof.

“2021 General Account” means the account by that name and created by Section 6.2 hereof.

“2021 General Fund” means the fund by that name created by Section 6.2 hereof.

“2021 Rebate Fund” means the fund by that name created by Section 6.2 hereof.

“2021 Redemption Account” means the account by that name created by Section 6.2 hereof.

“Accounts” means the accounts created pursuant to Article 6 hereof.

“Act” means, collectively, the District Act and the Refunding Act.

“Authorized Officer” means the Chairman or Secretary/Treasurer of the Board or such other person or persons who are duly authorized to act on behalf of the District.

“Bankruptcy Code” means the Bankruptcy Reform Act of 1978, as amended from time to time.

“Beneficial Owner” means, whenever used with respect to a Series 2021 Bond, the person in whose name such Series 2021 Bond is recorded as the beneficial owner of such Series 2021 Bond by a DTC participant on the records of such DTC participant, or such person’s subrogee.

“Board” means the Board of Commissioners of the District.

“Bond Counsel” means attorneys or firms of attorneys approved by the District that is nationally recognized in the area of municipal law and matters relating to the exclusion of interest on state and local government bonds from gross income under federal tax law, including particularly compliance with Section 148(f) of the Code and which shall mean initially Young Law Group, PLLC, Jackson, Mississippi, with regard to the issuance of the Series 2021 Bonds.

“Bond Register” means the registration records of the District kept by the Trustee to evidence the registration and transfer of the Series 2021 Bonds.

“Bond Resolution” means the resolution adopted by the District on February 25, 2021, providing for the issuance of the Series 2021 Bonds.

“Bondholder” or “holder of Bonds” or “owner of Bonds” or any similar term means the Registered Owner of any Series 2021 Bond.

“Business Day” means any day, other than a Saturday or Sunday, on which the Trustee or the District is not closed and on which the payment system of the Federal Reserve System, New Orleans branch, is operational.

“Code” means the Internal Revenue Code of 1986 in effect on the date of issuance of the Series 2021 Bonds, and the applicable regulations or rulings promulgated or proposed thereunder, and any successor thereto.

“Costs of Issuance” shall mean items of expense payable or reimbursable by or indirectly by the District and related to the authorization, sale and issuance of Series 2021 Bonds which items of expense shall include, but not be limited to, printing costs, of reproducing documents, filing and recording fees, initial fees and charges of the Trustee, legal fees and charges, professional

consultants' fees, costs of credit rating, if any, fees and charges for execution, transportation and safekeeping of Series 2021 Bonds, and other costs, charges and fees in connection with the foregoing.

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

"District Act" means Chapter 831, Mississippi Local and Private Laws of 1966, as amended.

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

"DTC participants" shall have the meaning ascribed thereto in Section 2.7 herein.

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

"Escrow Agent" means Regions Bank, Little Rock, Arkansas, as escrow agent under the Escrow Agreement.

"Escrow Agreement" means the Escrow Agreement between the District and the Escrow Agent dated as of March 31, 2021.

"Escrow Agreement" means the Escrow Fund under the Escrow Agreement.

"Event of Default" means any occurrence or event specified in Section 10.1 hereof.

"Fiscal Year" means as to the District, its fiscal year being the twelve month period from October 1 through the following September 30 or such other as may be established by the District.

"Funds" means the funds created pursuant to Article 6 hereof (other than the 2021 Rebate Fund).

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

“Indenture” means this Indenture of Trust, and all supplements and amendments hereto entered into pursuant to Article 12 hereof.

“Interest Payment Date” means any date on which interest is payable on the Series 2021 Bonds, being June 1 and December 1, commencing June 1, 2021.

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

Any repurchase agreements set forth in (h) above shall be with (1) any domestic bank, or domestic branch of a foreign bank, the long term debt of which is rated at least “A” by S&P or Moody’s; or (2) any broker-dealer with “retail customers” or a related affiliate thereof which broker-dealer has, or the parent company (which guarantees the provider) of which has, long-term debt rated at least “A” by S&P or Moody’s, which broker-dealer falls under the jurisdiction of the Securities Investors Protection Corporation; or (3) any other entity rated “A” or better by S&P or Moody’s, provided that:

(a) The market value of the collateral is maintained at levels and upon such conditions as would be acceptable to S&P or Moody’s to maintain an “A” rating in an “A” rated structured financing (with a market value approach);

(b) The Trustee or a third party acting solely as agent therefor or for the District (the “Holder of Collateral”) has possession of the collateral or the collateral has been transferred to the Holder of the Collateral in accordance with applicable state and federal laws (other than by means of entries on the transferor’s books);

(c) The repurchase agreement shall state and an opinion of counsel shall be tendered at the time such collateral is delivered that the Holder of the Collateral has perfected first priority security interest in the collateral, any substituted collateral and all proceeds thereof (in the case of bearer securities, this means the Holder of the Collateral is in possession);

(d) All other requirements of S&P or Moody’s in respect of repurchase agreements shall be met; and



(e) The repurchase agreement shall provide that if during its term the provider's rating by either Moody's or S&P is withdrawn or suspended or falls below "A-" by S&P or "A3" by Moody's, as appropriate, the provider must, at the direction of the District or the Trustee, within 10 days of receipt of such direction, repurchase all collateral and terminate the agreement, with no penalty or premium to the District or Trustee.

Notwithstanding the above, if a repurchase agreement has a term of 270 days or less (with no evergreen provision), collateral levels need not be as specified in (a) above, so long as such collateral levels are 103% or better and the provider is rated at least "A" by S&P or Moody's, respectively.

"Master Resolution" means that certain Master Resolution adopted by the District on April 9, 2013.

"Moody's" shall mean Moody's Investors Service, a Delaware Corporation, its successors and assigns and, if dissolved or liquidated or if it no longer performs the functions of a securities rating agency, "Moody's" shall be deemed to refer to any other nationally recognized securities rating agency designated by the District, by written notice to the Trustee.

"Notice Address" means, with respect to the District and the Trustee:

District: West Jackson County Utility District  
P.O. Box 1230  
Ocean Springs, MS 39566-1230  
Attention: General Manager

Trustee: Citizens National Bank  
512 22<sup>nd</sup> Avenue  
Meridian, MS 39301  
Attention: Trust Department

"Opinion of Bond Counsel" means an opinion by nationally recognized firms 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 are acceptable to the District and the Trustee.

"Outstanding" or "Bonds Outstanding" means all Series 2021 Bonds which have been authenticated and delivered by the Trustee under this Indenture, including Series 2021 Bonds held by the District, except:

(a) Series 2021 Bonds canceled after purchase in the open market or because of payment at or redemption prior to maturity;

(b) Series 2021 Bonds deemed paid under Article 9 hereof; and

(c) Series 2021 Bonds in lieu of which other Series 2021 Bonds have been authenticated under Section 3.5, 3.6 or 3.10 hereof.

“Parity Obligations” means all obligations, the payments of which are payable from Revenues on a parity with all other Parity Obligations, including with limitation Series 2021 Bonds.

“Paying Agent” means Citizens National Bank, Meridian, Mississippi, or any successor thereto, acting as the Paying Agent and Trustee under the Bond Resolution.

“Positive Cash Flow Certificate” means a certificate prepared in accordance with Section 5.11 hereof by the District to the effect that immediately after the occurrence or non-occurrence of a specific action or omission, as appropriate, Trust Revenues expected to be received, together with other moneys expected to be held in the Funds and Accounts under this Indenture (other than the 2021 Rebate Fund) and available therefor in accordance with Section 5.11(a)(3) hereof, will at least be sufficient on each Interest Payment Date to provide payment of the principal and interest of the Outstanding Series 2021 Bonds due on such date.

“Principal Payment Date” means the maturity date or the mandatory sinking fund redemption date of any Bond.

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

“Redemption Price” means, with respect to any Series 2021 Bond, the principal amount thereof, plus the applicable premium, if any, payable upon redemption prior to maturity.

“Refunded Bonds” means the 2024 through 2033 maturities of the District's Series 2013 Special Obligation Revenue Bonds.

“Refunding Act” means Sections 31-27-1 *et seq.*, Mississippi Code of 1972, as amended.

“Registered Owner” means the person or persons in whose name any Series 2021 Bond shall be registered on the Bond Register. The initial Registered Owner is Citizens National Bank, Meridian, Mississippi.

“Related Documents” shall mean this Indenture, the Master Resolution and the Bond Resolution.

“Representation Letter” means the representation letter from the District and the Trustee to DTC.

“Revenues” shall have the meaning ascribed thereto in Section 1.1 of the Master Resolution.

“S&P” means Standard & Poor’s Ratings Group, a division of The McGraw Hill Companies, its successors and assigns, and, if dissolved or liquidated or if it no longer performs the functions of a securities rating agency, “S&P” shall be deemed to refer to any other nationally recognized securities rating agency designated by the District, by written notice to the Trustee.

“Series 2021 Bonds” means, prior to the Tax-Exempt Conversion Date, the Taxable Refunding Bonds, and on or after the Tax-Exempt Conversion Date, if the District exercises its right of conversion, the Tax-Exempt Refunding Bonds authorized by the Bond Resolution and issued pursuant to Section 2.1 of this Indenture.

“State” means the State of Mississippi.

“Supplemental Indenture” means an indenture supplemental to or amendatory of this Indenture, executed by the District and the Trustee in accordance with Article 12 hereof.

“System” means the District’s groundwater system, sewage system, sewage treatment system, treatment systems and waterworks.

“Taxable Interest Rate” means the per annum interest rates on the Taxable Series 2021 bonds as shown in **EXHIBIT A**.

“Taxable Series 2021 Bonds” means the District’s Revenue Refunding Bonds, Series 2021-A (Taxable Under Federal Law) authorized and issued pursuant to the Bond Resolution and this Indenture.

“Tax-Exempt Conversion Date” means any date during the Tax-Exempt Conversion Period on which the conditions set forth in Section 3.11 have been satisfied and the Taxable Refunding Bonds are exchanged for the Tax-Exempt Refunding Bonds.

“Tax-Exempt Conversion Period” means the period beginning ninety (90) days prior to December 1, 2023 and ending on December 1, 2023 (or such later date agreed to by the Registered Owners), during which time the Taxable Refunding Bonds may be exchanged for the Tax-Exempt Refunding Bonds. Upon the agreement of the Registered Owners and the District, the Tax-Exempt Conversion Period may begin earlier, if the United States Congress enacts legislation restoring the District’s ability to issue tax-exempt advance refunding bonds.

“Tax-Exempt Interest Rate” means the per annum interest rates on the Tax-Exempt Series 2021 Bonds as shown in **EXHIBIT A**.

“Tax-Exempt Series 2021 Bonds” means the District’s Converted Revenue Refunding Bonds, Series 2021-B authorized and issued pursuant to the Bond Resolution and this Indenture on the Tax-Exempt Conversion Date and bearing interest at the Tax-Exempt Interest Rate, with such interest being excludable from gross income for federal income tax purposes.

“Trustee” means Citizens National Bank, Meridian, Mississippi, or any successor thereto hereunder.

“Trust Estate” means the property, rights, and amounts pledged and assigned to the Trustee pursuant to the granting clauses hereof.

“Trust Revenues” means the Funds and Accounts and all income, revenues and profits of the Funds and Accounts referred to in the granting clauses hereof and any additional amounts paid to the Trustee under the resolutions adopted by the District.

### **Section 1.2 Rates 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 of intent thereof.

## **ARTICLE 2**

### **AUTHORIZATION AND ISSUANCE OF SERIES 2021 BONDS**

**Section 2.1 Authorization and Issuance of Series 2021 Bonds.** Bonds of the District to be known and designated as “Revenue Refunding Bonds, Series 2021-A (Taxable Under Federal Law),” are hereby authorized to be issued. The aggregate principal amount of the Taxable Series 2021 Bonds that may be issued, authenticated and Outstanding hereunder in this Indenture is Eight Million Five Hundred Sixty-Seven Thousand and No/100 Dollars (\$8,567,000). There is hereby created by this Indenture, in the manner and to the extent provided herein, a continuing pledge and lien to secure the full and final payment of the principal or Redemption Price of and interest on all of the Series 2021 Bonds issued pursuant to this Indenture. The Series 2021 Bonds shall be payable solely from the Revenues and other Funds and Accounts as set forth herein. All Series 2021 Bonds shall mature on or before December 1, 2032.

**Section 2.2 Purpose and Disposition of Series 2021 Bonds.** The purpose for issuing the Series 2021 Bonds is to provide funds for the redemption of the Refunded Bonds and to fund the 2021 Bond Issuance Expense Account of the 2021 General Fund to pay Costs of Issuance. The District shall arrange for proceeds of the Series 2021 Bonds in the amount of \$8,567,000 (par amount of the Series 2021 Bonds), for deposit (i) into the 2021 Bond Issuance Expense Account of the 2021 General Fund, the sum of \$179,720.95 to pay Costs of Issuance; and (ii) into the 2021 Purchase Account, \$8,771,099.75 of the net proceeds. The Escrow Agent will deposit the funds in the 2021 Purchase Account, together with debt service reserve funds transferred from the debt service reserve fund from the Series 2013 Mississippi Development Bank Special Obligation Bonds (West Jackson Utility District Revenue Bond Project) in the amount of \$383,820.70, into the Escrow Fund in connection with the refunding of the Refunded Bonds

**Section 2.3 General Description of the Series 2021 Bonds.** The Series 2021 Bonds shall be issuable as fully registered bonds in minimum denominations of \$100,000 or any integral multiple of \$1,000 in excess thereof and shall be numbered from 1 upward.

Each Series 2021 Bond shall carry an original date of its delivery date and shall carry the date on which it is authenticated. If a Series 2021 Bond is authenticated prior to June 1, 2021, it shall bear interest from its delivery date. Each Series 2021 Bond authenticated on or after June 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 Bond unless such Series 2021 Bond is authenticated after a Record Date and on or before the next succeeding Interest Payment Date, in which event the Series 2021 Bond will bear interest from such next succeeding Interest Payment Date.

Interest on the Series 2021 Bonds shall be payable on June 1 and December 1 of each year, commencing June 1, 2021, until the Series 2021 Bonds are paid. Interest will be calculated using a 360 day year based on twelve 30 day months.

The Series 2021 Bonds shall mature on December 1 in the years and in the principal amounts, and shall bear interest at the rates per annum, all as set forth in **EXHIBIT A** hereto.

**Section 2.4 Provisions for Issuance of Series 2021 Bonds.**

The Series 2021 Bonds shall be executed by Authorized Officers of the District for issuance under this Indenture and delivered to the Trustee and thereupon shall be authenticated by the Trustee and by it delivered to the Registered Owner, as specified in a written order of the District, but only upon the receipt of 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 District of its obligations hereunder, have been duly authorized, and this Indenture has been duly executed and delivered by the District and constitutes the legal, valid and binding agreement of the District, enforceable in accordance with its terms;
  - (ii) the Series 2021 Bonds have been duly authorized, sold, executed and delivered by the District, and are valid and binding obligations of the District enforceable in accordance with their terms;
  - (iii) all resolutions and actions of the District relating to the documents in question and all related

proceedings comply with all rules and regulations of the District and all approvals or other actions required to be obtained or taken by the District 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) A copy of the resolution adopted and approved by the District, 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 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 the provisions of this Section 2.4.

#### **Section 2.5 [Reserved].**

**Section 2.6 Form of Series 2021 Bonds.** The Taxable Series 2021 Bonds and the Trustee's certificate of authentication to be endorsed on such bonds are all to be in substantially in the form attached as **EXHIBIT B**, with necessary and appropriate variations, omissions and insertions as are permitted or required by this Indenture.

The Tax-Exempt Series 2021 Bonds and the Trustee's certificate of authentication to be endorsed on such bonds are all to be in substantially in the form attached as **EXHIBIT C**, with necessary and appropriate variations, omissions and insertions as are permitted or required by this Indenture.

**Section 2.7 Book-Entry Only System.** The Series 2021 Bonds shall be initially issued in the form of a separate single fully registered Series 2021 Bond for each of the maturities thereof. Upon initial issuance, the ownership of each such Series 2021 Bond shall be registered in the Bond Register in the name of Cede & Co., as nominee of DTC, and except as provided in Section 2.9 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 Bonds registered in the Bond Register in the name of Cede & Co., as nominee of DTC, the District 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 District 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 District, the Trustee and each Paying Agent, if any, shall be entitled to treat and consider the person in whose name each Series 2021 Bond is registered in the Bond Register as the absolute owner of such Series 2021 Bond for the purpose of payment of principal, premium, if any, and interest with respect to such Bond, for the purpose of giving notices of redemption and other matters with respect to such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes whatsoever. The Trustee and each Paying Agent, if any, shall pay all principal of, premium, if any, and interest on the 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 District’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 Bond certificate evidencing the obligation of the District 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 2.8 Successor Securities Depository; Transfers Outside Book-Entry Only System.** In the event that the District 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 District 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 Bond certificates to such successor securities depository or (ii) notify DTC and DTC participants of the availability through DTC of Series 2021 Bond certificates and transfer one or more separate Series 2021 Bond 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 2.9 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 Bond and all notices with respect to such Series 2021 Bond 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.

### **Section 2.10 Authorization of Tax-Exempt Conversion of the Series 2021 Bonds.**

During the Tax Exempt Conversion Period, the Taxable Refunding Bonds may be converted from a bond bearing interest at the Taxable Interest Rate to, and exchanged with, Tax-Exempt Refunding Bonds bearing interest at the Tax-Exempt Interest Rate on the Tax-Exempt Conversion Date upon satisfaction of the following conditions:

(a) The District shall give written notice of any proposed conversion from the Taxable Interest Rate to the Tax-Exempt Interest Rate to the Registered Owners, the Paying Agent, and Trustee, if any, not less than 45 days prior to the proposed Tax-Exempt Conversion Date, and such notice shall include the proposed Tax-Exempt Conversion Date. The notice from the District to the Registered Owners, the Paying Agent and Trustee, if any, shall also contain the proposed final forms of the Final Deliverables (defined below), dated as of the proposed Tax-Exempt Conversion Date.

(b) The following documents shall be filed with the District, the Registered Owners, the Paying Agent and the Trustee, if any, and Bond Counsel on or prior to the Tax-Exempt Conversion Date (the "Final Deliverables"):

(1) An Opinion of Bond Counsel dated the Tax-Exempt Conversion Date addressed to the Registered Owners, to the effect that the interest on the Tax-Exempt Series 2021 Bonds is excludable from gross income for federal income tax purposes, to be delivered and released on the Tax-Exempt Conversion Date;

(2) A copy of an executed Information Return for Tax-Exempt Governmental Obligations, Form 8038-G, complete for filing with the Internal Revenue Service, to be filed with the Internal Revenue Service in connection with the Tax-Exempt Conversion Date;

(3) The Tax Compliance Certificate related to the excludability of the interest on the Tax-Exempt Series 2021 Bond from gross income for federal income tax purposes on and after the Tax-Exempt Conversion Date, in form and substance acceptable to Bond Counsel, to be executed, delivered and effective in connection with the Tax-Exempt



Conversion Date, and a yield calculation and debt service schedule for the Tax-Exempt Refunding Bonds will be prepared; and

(4) A Lender's Conversion Date Certificate, in form and substance acceptable to Bond Counsel, to be executed, delivered and effective in connection with the issuance of the Tax-Exempt Series 2021 Bonds.

On the Tax-Exempt Conversion Date, upon satisfaction of the conditions described in (b)(1) - (4) above, each Lender shall surrender its original Taxable Series 2021 Bond to the Bond Registrar in exchange for a replacement Tax-Exempt Series 2021 Bond in substantially the form set forth in **EXHIBIT C** hereto, including an Amortization Schedule for the term of the Tax-Exempt Bond reflecting the Tax-Exempt Rate, with reference to the conversion, and the conversion of the Taxable Bond to the Tax-Exempt Bond will be effective on and after the Tax-Exempt Conversion Date.

### **ARTICLE 3**

#### **GENERAL TERMS AND PROVISIONS OF SERIES 2021 BONDS**

##### **Section 3.1 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 end 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 District may provide for the payment of interest on Series 2021 Bonds 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 Series 2021 Bonds to be paid.

##### **Section 3.2 Legends.**

The Series 2021 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 District prior to the delivery thereof.

##### **Section 3.3 Execution.**

The Series 2021 Bonds shall be executed on behalf of the District with the manual or facsimile signature of the Chairman of the Board and shall have impressed or imprinted thereon, by facsimile or otherwise, the official seal of the District, which seal shall be attested by the manual or facsimile signature of the Secretary/Treasurer of the Board. In case any officer of the District whose signature or whose facsimile signature shall appear on the Series 2021 Bonds shall cease to be such officer before the delivery of such Series 2021 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 Series 2021 Bond may be executed and attested on behalf of the District

by such officer as at the time of the execution of such Series 2021 Bonds shall be duly authorized or hold the proper office of the District although at the date borne by the Series 2021 Bonds or at the date of delivery of the Series 2021 Bonds such officer may not have been so authorized or have held such office.

**Section 3.4 Authentication.**

No Series 2021 Bond shall be valid or obligatory for any purpose or entitled to any security or benefit under this Indenture unless and until a certificate of authentication on such Series 2021 Bond substantially in the following form shall have been duly executed by the Trustee, and such executed certificate of the Trustee upon any such Series 2021 Bond shall be conclusive evidence that such Series 2021 Bond has been authenticated and delivered under this Indenture:

**CERTIFICATE OF AUTHENTICATION**

This bond is one of the Series 2021 Bonds issued and delivered pursuant to the provisions of the within mentioned Indenture.

**CITIZENS NATIONAL BANK**  
**Meridian, Mississippi**  
as Trustee

By: \_\_\_\_\_  
Authorized Representative

The Trustee's certificate of authentication on any Series 2021 Bond shall be deemed to have been executed by it if signed by an authorized representative or signatory of the Trustee, but it shall not be necessary that the same representative or signatory sign the certificate of authentication on all of the Series 2021 Bonds. The signature of the authorized representative or signatory of the Trustee shall be manual.

**Section 3.5 Mutilated, Lost, Stolen or Destroyed Series 2021 Bonds.**

If any Series 2021 Bond is mutilated, lost, stolen or destroyed, the District shall execute and the Trustee shall authenticate a new Series 2021 Bond or Series 2021 Bonds of the same maturity and denomination, as that mutilated, lost, stolen or destroyed; provided that in the case of any mutilated Series 2021 Bond shall first be surrendered to the Trustee, and in the case of any lost, stolen or destroyed Bond, there shall be first furnished to the Trustee evidence of such loss, theft or destruction satisfactory to the Trustee, together with indemnity satisfactory to it. In the event any such Series 2021 Bond shall have matured or been called for redemption, instead of issuing and authenticating a duplicate Bond, the Trustee may pay the same without surrender thereof, provided, however, that in the case of a lost, stolen or destroyed Bond, there shall be first furnished to the

Trustee evidence of such loss, theft or destruction satisfactory to the Trustee, together with indemnity satisfactory to it. The Trustee may charge the owner of such Series 2021 Bond its reasonable fees and expenses in connection with replacing any Series 2021 Bond mutilated, lost, stolen or destroyed. Any Series 2021 Bond issued pursuant to this Section 3.5 shall be deemed part of the original series of the Series 2021 Bonds in respect of which it was issued and a contractual obligation of the District replacing the obligation evidenced by such mutilated, lost, stolen or destroyed Bond.

### **Section 3.6 Registration, Transfer and Exchange of Series 2021 Bonds; Persons Treated as Owners**

The District shall cause records for the registration and for the transfer of the Series 2021 Bonds 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 District. At reasonable times and under reasonable regulations established by the Trustee, Series 2021 Bond records may be inspected and prepared by the District or by Beneficial Owners (or a designated representative thereof) of five percent (5%) or more in aggregate principal amount of the Series 2021 Bonds then Outstanding.

Upon surrender for transfer of any Series 2021 Bond 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 District shall execute and the Trustee shall authenticate and deliver in the name of the transferee or transferees a new Series 2021 Bond or Series 2021 Bonds of the same maturity for a like aggregate principal amount. The Series 2021 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 District of any Series 2021 Bond of any denomination shall constitute full and due authorization of such denomination and the Trustee shall thereby be authorized to authenticate and deliver such Bond.

The Trustee shall not be required (a) to register, transfer or exchange any Series 2021 Bond during a period of fifteen (15) days next preceding mailing of a notice of redemption of any Bond, or (b) to register, transfer or exchange any Series 2021 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 Series 2021 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 Series 2021 Bond to the extent of the sum or sums so paid.

All Series 2021 Bonds delivered upon any transfer or exchange shall be valid obligations of the District, evidencing the same debt as the Series 2021 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 Series 2021 Bond surrendered.

### **Section 3.7 Destruction of Series 2021 Bonds.**

Whenever any Outstanding Series 2021 Bond shall be delivered to the Trustee for cancellation pursuant to this Indenture or upon payment of the principal amount of interest represented thereby or for replacement pursuant to Section 3.5 hereof, such Series 2021 Bond shall be canceled and destroyed by the Trustee and a counterpart of a certificate of destruction evidencing such destruction shall be furnished by the Trustee to the District.

### **Section 3.8 Nonpresentment of Series 2021 Bonds.**

In the event any Series 2021 Bond shall not be presented for payment when the principal thereof comes due, either at maturity, or at the date fixed for redemption thereof, or otherwise, if funds sufficient to pay such Series 2021 Bond shall have been made available to the Trustee for the benefit of the owner thereof, all liability of the District to the owner thereof for the payment of such Series 2021 Bond shall forthwith cease, terminate and be completely discharged, and thereupon it shall be the duty of the Trustee to hold such funds for four (4) years, for the benefit of the owner of such Bond, without liability for interest thereon to such owner, who shall thereafter be restricted exclusively to such funds, for any claim of whatever nature on his part under this Indenture or on, or with respect to said Bond.

Any money so deposited with and held by the Trustee not so applied to the payment of Series 2021 Bonds within four (4) years after the date on which the same shall become due shall be repaid by the Trustee to the District and thereafter the bondholders shall be entitled to look only to the District for payment, and then only to the extent of the amount so repaid, and the District shall not be liable for any interest thereon to the Bondholders and shall not be regarded as a trustee of such money.

### **Section 3.9 Other Obligations Payable from Revenues.**

The District 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 Series 2021 Bonds or bonds issued to refund the Series 2021 Bonds, shall issue no bonds or other evidences of indebtedness payable from the Trust Estate. Provided, however, the Revenues are pledged to the payment of the Series 2021 Bonds on a parity basis with the Outstanding Series 2013 Mississippi Development Bank Special Obligation Bonds (West Jackson County Utility District Revenue Bond Project) and secured on a parity basis with any other Parity Obligations Outstanding from time to time issued subject to the Master Resolution, as the same has been and may be amended, supplemented or replaced from time to time.

### **Section 3.10 Temporary Series 2021 Bonds.**

Until the definitive Series 2021 Bonds are ready for delivery, the District may execute, in the same manner as is provided in Section 3.3, and, upon the request of the District, the Trustee shall authenticate and deliver, one or more temporary Series 2021 Bonds, which shall be fully registered. Such temporary Series 2021 Bonds shall be subject to the same provisions, limitations and conditions as the definitive Series 2021 Bonds and shall be substantially definitive Series 2021

Bonds and shall be substantially of the tenor of the definitive Series 2021 Bonds in lieu of which such temporary 2021 Bond or Series 2021 Bonds are issued, in minimum denominations of \$100,000 or any integral multiple of \$1,000 in excess thereof authorized by the District, and with such omissions, insertions and variations as may be appropriate to temporary Series 2021 Bonds. The District at its own expense shall prepare and execute and, upon the surrender of such temporary Series 2021 Bonds shall deliver in exchange therefor definitive Series 2021 Bonds, of the same aggregate principal amount and maturity as the temporary Series 2021 Bonds surrendered. Until so exchanged, the temporary Series 2021 Bonds shall in all respects be entitled to the same benefits and security as definitive Series 2021 Bonds issued pursuant to this Indenture.

If the District shall authorize the issuance of temporary Series 2021 Bonds in more than one denomination, the owner of any temporary Series 2021 Bond or Series 2021 Bonds may, at his option, surrender the same to the Trustee in exchange for another temporary Series 2021 Bond or Series 2021 Bonds of like aggregate principal amount and maturity of any other authorized denomination or denominations, and thereupon the District shall execute and the Trustee, in exchange for the temporary 2021 Bond or Series 2021 Bonds so surrendered and upon payment of the taxes and charges provided for in Section 3.6, shall authenticate and deliver a temporary 2021 Bond or Series 2021 Bonds of like aggregate principal amount and maturity in such other authorized denomination or denominations as shall be requested by such owner. All temporary Series 2021 Bonds surrendered in exchange either for another temporary Series 2021 Bond or Series 2021 Bonds or for a definitive Series 2021 Bond or Series 2021 Bonds shall be forthwith canceled by the Trustee.

### **Section 3.11 Limitations on Obligations of the District.**

The Series 2021 Bonds, together with interest thereon, shall be payable solely from Trust Revenues and shall be a valid claim of the respective owners thereof only against the Funds and Accounts, other than the 2021 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 Series 2021 Bonds and shall be used for no other purpose than the payment of the Series 2021 Bonds, except as may be otherwise expressly authorized in this Indenture.

### **Section 3.12 Immunity of Officers and Directors.**

No recourse shall be had for the payment of the Series 2021 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 District or any officer, member, director, trustee, agent or employee of any successor entities thereto, as such, either directly or through the District 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 Series 2021 Bonds.

## ARTICLE 4

### REDEMPTION OF SERIES 2021 BONDS PRIOR TO MATURITY

#### **Section 4.1 Privilege of Redemption and Redemption Prices and Terms for Series 2021 Bonds.**

The Series 2021 Bonds are subject to optional redemption prior to their stated dates of maturity in whole or in part (and, if in part, the maturities selected by the District) on December 1, 2027, and on any date thereafter at par plus accrued interest to the redemption date.

The Series 2021 Bonds are subject to prepayment at the District's option at any time in whole or in part, at par plus accrued interest upon the rendering of a final determination letter or other governmental action determining that the interest paid with respect to the Series 2021 Bonds is included in the income of recipients thereof for federal income tax purposes.

#### **Section 4.2 Notice of Redemption.**

In the case of any redemption of Series 2021 Bonds, the District 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 Series 2021 Bonds of each maturity to be redeemed (which redeemed maturities shall be in inverse order of maturity) and of the moneys to be applied to the payment Redemption Price. Such notice shall be given at least forty-five (45) days prior to the redemption date or such shorter period as shall be acceptable to the Trustee. Prior to the Trustee giving the notice of redemption as provided in Section 4.5, the Trustee, if it holds the moneys to be applied to the payment of the Redemption Price, or otherwise the District, shall pay to the Trustee an amount in cash which, in addition to other moneys, if any, available therefor held by such Trustee, will be sufficient to redeem, on the redemption date at the Redemption Price thereof, together with interest accrued to the redemption date, all of the Series 2021 Bonds to be redeemed. If all of the funds necessary to redeem the Series 2021 Bonds so called for redemption are not on deposit in the 2021 Redemption Account, the Trustee shall not give the notice of redemption provided for in Section 4.5 hereof.

#### **Section 4.3 Selection of Series 2021 Bonds to be Redeemed.**

If less than all of the Series 2021 Bonds are to be redeemed, the Series 2021 Bonds shall be redeemed only in whole multiples of \$1,000. For purposes of redemption, each \$1,000 of principal shall be considered as a Bond. If less than all of the Series 2021 Bonds shall be called for redemption, the Series 2021 Bonds shall be redeemed in inverse order of maturity and by lot within a maturity.

So long as DTC or its nominee is the Bondholder, if less than all of the Series 2021 Bonds of any one maturity are to be called for redemption, the particular beneficial ownership interests of such maturity shall be selected by DTC in such manner as DTC may determine.

#### **Section 4.4 Redemption Payments.**

Prior to the Trustee giving any notice of redemption under Section 4.5 hereof, funds shall be deposited with the Trustee in an amount sufficient to pay the Redemption Price of the Series 2021 Bonds or portions thereof called, together with accrued interest thereon to the redemption date. The Trustee is hereby authorized and directed to apply such funds to the payment of such Series 2021 Bonds. If proper notice of redemption by mailing has been given as provided in Section 4.5 and sufficient funds for redemption shall be on deposit with the Trustee as aforesaid, interest on the Series 2021 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 Series 2021 Bond or portion thereof called for redemption until such Series 2021 Bond or portion thereof shall have been delivered for payment or cancellation or the Trustee shall have received the items required by Section 3.5 hereof with respect to any mutilated, lost, stolen or destroyed Bond.

#### **Section 4.5 Notice of Redemption.**

Notice of the call for any redemption, identifying the Series 2021 Bonds to be redeemed, including, but not all inclusive, the principal amount, maturities and CUSIP numbers thereof, shall be given by the Trustee by mailing a copy of the redemption notice by first class mail at least 30 days but not more than 45 days prior to the date fixed for redemption to the Registered Owner of each Series 2021 Bond to be redeemed at the address shown on the Bond Register. Failure to give such notice by mailing to any Bondholder or any defect in such notice, shall not affect the validity of any proceeding for the redemption of any other Series 2021 Bonds.

So long as DTC or its nominee is the Bondholder, the obligation of the Trustee is limited to delivery of notice of redemption to DTC. Notice to owners of beneficial ownership interests is entirely the responsibility of DTC.

#### **Section 4.6 Cancellation.**

All Series 2021 Bonds which have been redeemed shall not be reissued but shall be canceled and destroyed by the Trustee in accordance with Section 3.7 hereof.

### **ARTICLE 5**

#### **GENERAL COVENANTS**

##### **Section 5.1 Payment of Principal and Interest.**

The District covenants and agrees that it will promptly pay the principal of and interest on every Series 2021 Bond issued under this Indenture at the place, on the dates and in the manner provided herein and in said Series 2021 Bonds according to the true intent and meaning thereof, provided that the principal and interest are payable by the District solely from the Trust Estate (which includes the Trust Revenues) and any other funds or assets of the District hereinafter pledged to the Trustee as security by the District to the extent of that pledge.

## **Section 5.2 Performance of Covenants**

The District 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 Series 2021 Bond executed, authenticated and delivered hereunder and in all of its proceedings pertaining thereto. The District covenants and agrees that it is duly authorized under the constitution and laws of the State, including particularly the Act, to issue the Series 2021 Bonds authorized hereby and to execute this Indenture and to pledge the Trust Revenues and all other property hereby pledged in the manner and to the extent herein set forth; that all action on its part for the issuance of the Series 2021 Bonds and the execution and delivery of this Indenture has been duly and effectively taken, and that the Series 2021 Bonds in the hands of the owners thereof are and will be valid and enforceable limited obligations of the District according to the terms thereof and hereof.

## **Section 5.3 Instruments of Further Assurance.**

The District covenants and agrees that the Trustee may defend its rights to the payment of the Trust Estate (which includes the Trust Revenues) for the benefit of the owners of the Series 2021 Bonds against the claims and demands of all persons whomsoever. The District 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 Series 2021 Bonds.

## **Section 5.4 [RESERVED].**

## **Section 5.5 [RESERVED].**

## **Section 5.6 [RESERVED].**

## **Section 5.7 Accounts and Reports.**

The District 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 Series 2021 Bonds and the Funds and Accounts established by this Indenture. Such records, and all other records and papers of the District, and such Funds and Accounts shall at all reasonable times be subject to the inspection of the Trustee and the Beneficial Owners of an aggregate of not less than five percent (5%) in principal amount of the Series 2021 Bonds then Outstanding or their representatives duly authorized in writing.

The Trustee covenants and agrees to provide to the District prior to end of December 31, 2021, and the twentieth day of the month following the end of each six-month period, thereafter, 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 five percent (5%) in principal amount of the Series 2021 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 5.8 [RESERVED].**

**Section 5.9 [RESERVED].**

**Section 5.10 Monitoring Investments.**

The District covenants and agrees to regularly review the investments held by the Trustee in the Funds and Accounts for the purpose of assuring that the Trust Revenues derived from such investments are sufficient to provide, with other anticipated Trust Revenues, the debt service on Outstanding Series 2021 Bonds.

**Section 5.11 Positive Cash Flow Certification.**

(a) At any time that the provisions of this Indenture shall require that a Positive Cash Flow Certificate be prepared concerning anticipated Trust Revenues and payments on the Series 2021 Bonds, such certificate shall be prepared by a nationally recognized firm of independent accountants acceptable to the Trustee in accordance with this Section 5.11. Such certificate shall set forth:

- (1) the Trust Revenues expected to be received with proceeds of Outstanding Series 2021 Bonds;
- (2) all other Trust Revenues, including the interest to be earned and other income to be derived from the investment of the Funds and Accounts (other than the 2021 Rebate Fund) and the rate or yields used in estimating such amounts;
- (3) all moneys expected to be in the Funds and Accounts (other than the 2021 Rebate Fund);
- (4) the principal and interest due on all Series 2021 Bonds expected to be Outstanding during such Fiscal Year.

(b) In making any Positive Cash Flow Certificate, the accountant or firm of accountants may contemplate the payment or redemption of Series 2021 Bonds for the payment or redemption of which amounts have been set aside in the 2021 Redemption Account. The issuance of Series 2021 Bonds, the making of transfers from one Fund to another and the deposit of amounts in any

Fund from any other source may only be contemplated in a Positive Cash Flow Certificate to the extent that such issuance, deposit or transfer has occurred prior to or will occur substantially simultaneously with the delivery of such Positive Cash Flow Certificate. The accountant or firm of accountants shall also supply supporting schedules appropriate to show the sources and applications of funds used, identifying particular amounts to be transferred between Funds, amounts to be applied to the redemption or payment of Series 2021 Bonds and amounts to be used to provide for Costs of Issuance and capitalized interest, if any, for the Series 2021 Bonds. The amount of the existing Investment Securities and existing cash shall be the amounts as of the last day of the month preceding the month in which the Positive Cash Flow Certificate is delivered but shall be adjusted to give effect to scheduled payments of principal and interest on the Series 2021 Bonds, actual payments or proceeds with respect to Investment Securities and actual expenditures of cash expected by the District through the end of the then current month.

**Section 5.12 [RESERVED].**

**Section 5.13 [RESERVED].**

**Section 5.14 Covenants Concerning Preservation of Tax Exemption.**

If the District exercises its right to conversion, the District hereby covenants and agrees 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 Tax-Exempt Series 2021 Bonds. For this purpose, the District 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 District with the memorandum of compliance will not adversely affect the exclusion of interest on the Tax-Exempt Series 2021 Bonds from gross income of the holders thereof for federal income tax purposes.

**ARTICLE 6**

**REVENUES AND FUNDS**

**Section 6.1 Source of Payment of Series 2021 Bonds.**

The Series 2021 Bonds and all payments by the District hereunder are limited obligations of the District payable solely out of the Trust Estate (which includes the Trust Revenues) as authorized by the constitution and statutes of the State, including particularly the Act and this Indenture, as provided herein.

**Section 6.2 Creation of Funds.**

There are hereby created by the District and ordered established the following funds to be held by the Trustee: (a) the 2021 General Fund and (b) the 2021 Rebate Fund. There is hereby

created and established in the 2021 General Fund a “2021 General Account,” “2021 Bond Issuance Expense Account,” “2021 Redemption Account” and “2021 Purchase Account.” Upon the written request of the District, the Trustee shall establish and maintain hereunder such additional Funds, Accounts or subaccounts as the District 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 6.3 Deposit of Net Proceeds of Series 2021 Bonds.**

(a) The Trustee shall deposit the proceeds from the sale of the Series 2021 Bonds in the manner provided in Section 2.2 hereof.

(b) The Trustee shall deposit the proceeds of any bonds issued to refund the Series 2021 Bonds in the manner provided in the Supplemental Indenture authorizing the issuance thereof.

**Section 6.4 Deposit of Trust Revenues and Other Receipts.**

Upon receipt of any Trust Revenues or other receipts (except the proceeds of the Series 2021 Bonds), the Trustee shall deposit such amounts into the 2021 General Account.

**Section 6.5 Operation of 2021 General Account.**

The Trustee shall deposit in the 2021 General Account of the 2021 General Fund all amounts required to be deposited therein pursuant to provisions of this Article 6.

The Trustee shall invest funds in the 2021 General Account in accordance with Article 8 hereof and shall make the following payments from the 2021 General Account on the specified dates and, if there are not sufficient funds to make all of the payments required, with the following order of priority:

(a) On or before each Interest Payment Date, to the Bondholders such amount (including Investment Securities held by Trustee maturing or callable on or before the applicable Interest Payment Date) as shall be necessary to pay the principal and interest coming due on the Series 2021 Bonds on such Interest Payment Date;

(b) [Reserved];

(c) [Reserved];

(d) On or before thirty (30) days after each anniversary of the issuance of the Series 2021 Bonds, the amounts, if any, to be transferred to the 2021 Rebate Fund;

(e) After making such payments in paragraphs (a) through (d) above, the Trustee shall make a determination of the amounts reasonably expected to be received in the form of principal and interest payments in the succeeding twelve (12) months and shall transfer all monies in the 2021

General Account which, together with such expected receipts for the succeeding twelve (12) months are in excess of the amounts needed to pay principal and interest on the Series 2021 Bonds within the immediately succeeding twelve month period to the District, upon the request of the District and subject to the prior written approval of the District for utilization by the System.

**Section 6.6 Operation of the 2021 Redemption Account.**

The Trustee shall deposit in the 2021 Redemption Account all moneys required to be deposited therein pursuant to the provisions of Article 4 and Article 6 hereof, shall invest such funds pursuant to Article 8 hereof and shall disburse the funds held in the 2021 Redemption Account to redeem Series 2021 Bonds. Such redemption shall be made pursuant to a redemption under the provisions of Article 4 hereof. The Trustee shall pay the interest accrued on the Series 2021 Bonds so redeemed to the date of redemption from the 2021 General Account and the Redemption Price from the 2021 Redemption Account.

**Section 6.7 Operation of the 2021 Purchase Account.**

The Trustee shall deposit in the 2021 Purchase Account all moneys required to be deposited therein pursuant to the provisions of Section 2.2 and Article 6 hereof, and shall disburse the funds held in the 2021 Purchase Account to the Escrow Agent for deposit into the Escrow Fund.

**Section 6.8 [RESERVED].**

**Section 6.9 [RESERVED].**

**Section 6.10 Operation of 2021 Bond Issuance Expense Account.**

The Trustee shall deposit in the 2021 Bond Issuance Expense Account the moneys required to be deposited therein pursuant to Section 2.2 of this Indenture, shall invest such funds pursuant to Article 8 hereof and shall disburse the funds held in the 2021 Bond Issuance Expense Account as follows:

(a) Upon receipt of acceptable invoices and the written authorization of an authorized representative of the District, to pay the Costs of Issuance of the Series 2021 Bonds or to reimburse the District for amounts previously advanced for such costs; and

(b) On the date which is thirty (30) days after the date of issuance of the Series 2021 Bonds, any funds remaining in the 2021 Bond Issuance Expense Account shall be transferred to the District for deposit into the 2021 General Fund.

**Section 6.11 Operation of the 2021 Rebate Fund.**

(a) 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 "2021 Rebate Fund." The Trustee shall make

information regarding the Series 2021 Bonds and investments hereunder available to the District and shall make deposits and disbursements from the 2021 Rebate Fund in accordance with the memorandum of compliance received from the District pursuant to Sections 5.14 and 8.2 hereof, shall invest the 2021 Rebate Fund as directed by the District pursuant to said memorandum of compliance and shall deposit income from such investments immediately upon receipt thereof in the 2021 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 District 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 Tax-Exempt Series 2021 Bonds.

(b) If a deposit to the 2021 Rebate Fund is required as a result of the computations made by the District pursuant to such memorandum of compliance, the Trustee shall upon receipt of direction from the District accept such payment for the benefit of the District and make transfers of moneys from the 2021 General Account to the 2021 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 2021 Rebate Fund, the Trustee shall upon direction from the District transfer such amount to the 2021 General Account of the 2021 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 the Tax Exempt Conversion Date, and every five (5) years thereafter, the Trustee shall, upon written request of the District, pay to the United States of America ninety percent (90%) of the amount required to be on deposit in the 2021 Rebate Fund as of such payment date provided that direction from the District 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 2021 General Account of the 2021 General Fund to make such transfers as directed and one hundred percent (100%) of the amount on deposit in the 2021 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 District pay to the United States of America one hundred percent (100%) of the balance remaining in the 2021 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 84201. Each payment shall be accompanied by a copy of the Form 8038-G filed with respect to the Tax-Exempt Series 2021 Bonds, if any, and a statement of the District summarizing the determination of the amount to be paid to the United States of America.

#### **Section 6.12 Moneys to be Held in Trust.**

All moneys required to be deposited with or paid to the Trustee for the account of any Fund or Account established under any provision of this Indenture shall be held by the Trustee in trust and applied in accordance with the provisions of this Indenture, except for moneys held pursuant to the 2021 Rebate Fund and any Accounts created thereunder and except for moneys deposited with or paid to the Trustee for the redemption of Series 2021 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 or any creditor of the District.

**Section 6.13 Amounts Remaining in Funds or Accounts.**

Any amounts remaining in any Fund or Account after full payment of the Series 2021 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 District to be utilized for the System, except as provided in Section 3.8 hereof and except for any monies appropriated by the State pursuant to Section 5.12 hereof which will be paid to the State.

**Section 6.14 Certain Verifications.**

The District 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 District and the Trustee with such information as the District or the Trustee may request in order to determine in a manner reasonably satisfactory to the District and the Trustee all matters relating to (a) the sufficiency of projected cash flow receipts and disbursements with respect to the Funds and Accounts to pay the principal of and interest on the Series 2021 Bonds; (b) the actuarial yields on the Outstanding Series 2021 Bonds as the same may relate to any data or conclusions necessary to verify that the Series 2021 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 District and/or the Trustee; and (d) the rebate calculation required by Section 6.11 hereof. The District 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 Series 2021 Bonds. The fees of such independent certified public accountants and Bond Counsel shall constitute reimbursable expenses.

**ARTICLE 7**

**[RESERVED]**

**ARTICLE 8**

**INVESTMENT OF MONEYS**

**Section 8.1 General Provisions.**

(a) Any moneys held as part of any Fund or Account created under or pursuant to Article 6 hereof and the 2021 Rebate Fund shall be invested or reinvested by the Trustee as continuously as reasonably possible in such Investment Securities as may be directed in writing by the District. 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 6, all income and profits on such investments, other than from moneys on deposit in the 2021 Rebate Fund or any Account created thereunder, shall be deposited as received from the 2021 General Account of the 2021 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 8.1, the Trustee shall not be liable for any investment losses. Moneys in any Fund or Account shall be invested in Investment Securities with a maturity date, or a redemption date which shall coincide as nearly as practicable with times at which moneys in such Funds or Accounts will be required for the purposes thereof. The Trustee shall sell and reduce to cash a sufficient amount of such investments in the respective Fund or Account whenever the cash balance therein is insufficient to pay the amounts contemplated to be paid therefrom at the time those amounts are to be paid. All investment income from the assets held in any Fund or Account, except for the 2021 Rebate Fund and any Accounts created thereunder, will be added to the 2021 General Account of the 2021 General Fund.

(b) The District (i) certifies to the owners of the Series 2021 Bonds from time to time Outstanding that moneys on deposit in any Fund or Account in connection with the Series 2021 Bonds, whether or not such moneys were derived from the proceeds of the sale of the Series 2021 Bonds or from any other sources, are not intended to be used in a manner which will cause the interest on the Tax-Exempt Series 2021 Bonds, if any, to lose the exclusion from gross income for federal income tax purposes and (ii) covenants with the owners of the Series 2021 Bonds from time to time Outstanding that, so long as any of the Series 2021 Bonds remain Outstanding, moneys on deposit in any Fund or Account established in connection with the Series 2021 Bonds, whether or not such moneys were derived from the proceeds of the sale of the Series 2021 Bonds or from any other source, will not be used in any manner which will cause the interest on the Tax-Exempt Series 2021 Bonds to become subject to federal income taxation.

**Section 8.2 Arbitrage Restriction: Tax-Exempt Series 2021 Bonds.**

(a) The District 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 6.11 hereof.

(b) Without limiting subsection (b) of Section 8.1 hereof, the District further covenants and agrees that it will not take any action or fail to take any action with respect to the investment of the proceeds of any Series 2021 Bonds, or with respect to any other agreement or instrument entered into in connection therewith or with the issuance of the Series 2021 Bonds, including but not limited to the obligation, if any, to rebate certain funds to the United States of America, which would result in constituting any Tax-Exempt Series 2021 Bonds as arbitrage bonds within the meaning of such term as used in Section 148 of the Code. The District further agrees that it will not act in any other manner which would adversely affect the exclusion from gross income tax for federal income tax purposes of the interest on any Tax-Exempt Series 2021 Bonds.

**ARTICLE 9**

## DISCHARGE OF INDENTURE

Except as provided in this Article 9, if payment or provision for payment is made, to the Trustee, of the principal of and interest due and to become due on the Series 2021 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 District such instruments in writing as shall be requisite to cancel and discharge the lien hereof, and release, assign and deliver unto the District any and all estate, right, title and interest in and to an 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 Series 2021 Bonds.

Any Series 2021 Bond shall be deemed to be paid within the meaning of this Indenture when (a) payment of the principal of such Series 2021 Bond and interest thereon to the due date thereof (whether such due date be by reason of maturity or upon redemption as provided in this Indenture or otherwise), either (i) shall have been made or caused to have been made in accordance with the terms thereof, or (ii) shall have been provided for by irrevocably depositing with the Trustee, in trust and exclusively for such payment, (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 ad proper fees and expenses of the Trustee pertaining to the Series 2021 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.

Notwithstanding the foregoing, in the case of Series 2021 Bonds which by their terms may be redeemed prior to their stated maturity, no deposit under the immediately preceding paragraph shall be deemed a payment of such Series 2021 Bonds as aforesaid until the District shall have given the Trustee, in form satisfactory to the Trustee, irrevocable instructions:

- (1) stating the date when the principal of each such Series 2021 Bond is to be paid, whether at maturity or on a redemption date (which shall be any redemption date permitted by this Indenture);
- (2) to call for redemption pursuant to this Indenture any Series 2021 Bonds to be redeemed prior to maturity pursuant to (i) hereof; and
- (3) to mail, as soon as practicable, in the manner prescribed by Article 4 hereof, a notice to the owners of such Series 2021 Bonds that the deposit required by (b) of the preceding paragraph has been made with the Trustee and that said Series 2021 Bonds are deemed to have been paid in accordance with this Article and stating the maturity or redemption date upon which moneys are to be available for the payment of the principal of



or redemption price, if applicable on said Series 2021 Bonds as specified in subparagraph (i) of this paragraph.

Any moneys so deposited with the Trustee as provided in this Article may be at the direction of the District 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 Series 2021 Bonds and interest thereon with respect to which such moneys shall have been so deposited, shall be deposited in the 2021 General Account of the 2021 General Fund as and when and collected for use and application as are other moneys deposited in the 2021 General Account.

With respect to the Series 2021 Bonds, no such deposit under this Article shall be made or accepted hereunder and no use made of any such deposit unless the Trustee shall have received an Opinion of bond Counsel to the effect that such deposit and use would not cause any of the Series 2021 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 Series 2021 Bonds unless the Trustee shall have received a verification from an accountant or firm of accountants appointed by the District and acceptable to the Trustee verifying the sufficiency of the deposit to pay the principal of, premium, if any, and interest on the Series 2021 Bonds to the due date, whether such due date be by reason of maturity or upon redemption.

Notwithstanding any provisions 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 Series 2021 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 Series 2021 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 Series 2021 Bonds as aforesaid (whether upon or prior to their maturity or the redemption date of such Series 2021 Bonds), provided that if such Series 2021 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 District in respect to such Series 2021 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 10

### DEFAULT PROVISIONS AND REMEDIES OF TRUSTEE AND BONDHOLDERS

#### Section 10.1 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 Series 2021 Bonds;  
or

(b) Default in the due and punctual payment of the principal or redemption premium of any Series 2021 Bonds whether at the stated maturity thereof or on any date fixed for redemption;  
or

(c) Failure of the District 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 District contained in this Indenture or in the Series 2021 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 District 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 District 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 District 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 District is generally not paying its debts as such debts become due, or becomes insolvent or bankrupt, makes an assignment for the benefit of creditors, or a liquidator or trustee of the District or any of its property is appointed by court order or takes possession of such property and such order remains in effect or such possession continues for more than 60 days; or

(i) [Reserved];

(j) [Reserved];

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

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

**Section 10.2 Remedies: Rights of Bondholders.**

Upon the occurrence of an Event of Default, the Trustee shall notify the owners of all Series 2021 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 Series 2021 Bonds then Outstanding.

(b) [Reserved].

(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 Trust 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 Series 2021 Bonds to be due and payable immediately in accordance with this Indenture and the Act, by notice to the District and the Attorney General of the State.

Upon the occurrence of an Event of Default, if requested so to do by the holders of twenty-five percent (25%) or more in aggregate principal amount of all Series 2021 Bonds then outstanding and if indemnified as provided in Section 11.1(k) hereof the Trustee shall be obligated to exercise such one or more of the rights, remedies and powers conferred by this Section as the Trustee, being advised by counsel, shall deem most expedient in the interests of the Bondholders.

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

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

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

### **Section 10.3 Rights of Bondholders to Direct Proceedings.**

Anything in this Indenture to the contrary notwithstanding, the Beneficial Owners of a majority in aggregate principal amount of Series 2021 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 10.4 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 Trust Revenues, issues, earnings, income, products and profits thereof, pending such proceedings with such powers as the court making such appointment shall confer.

### **Section 10.5 Application of Moneys.**

All moneys received by the Trustee under this Indenture 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 2021 General Account and all moneys in the 2021 General Account shall be applied as follows:

(a) Unless the principal of all the Series 2021 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 Series 2021 Bonds, including interest on any past due principal of any Series 2021 Bond at the rate borne by such Bond, in the order of the maturity of the installments of such interest and, if the amount available shall not be sufficient to pay in full any particular installment, then to such payment ratably, according to the amounts due on such installments, to the persons entitled thereto, without any discrimination or privilege;

SECOND - To the payment to the persons entitled thereto of the unpaid principal of any of the Series 2021 Bonds which shall have become due either in maturity or pursuant to a call for redemption (other than Series 2021 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 Series 2021 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 person entitled thereto as the same shall become due of the principal of and interest on the Series 2021 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 Series 2021 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 Series 2021 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 Series 2021 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 Series 2021 Bond over any other Bond, ratably, according to the amount 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 Series 2021 Bond until such Series 2021 Bond shall be presented to the Trustee for appropriate endorsement or for cancellation if fully paid.

Whenever all principal of and interest on all Series 2021 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 2021 General Account shall be paid as provided in Article 6 hereof.

#### **Section 10.6 Remedies Vested in Trustee.**

All rights of action (including the right to file proof of claims) under this Indenture or any of the Series 2021 Bonds may be enforced by the Trustee without the possession of any of the Series 2021 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 Series 2021 Bonds, and any recovery of judgment shall be for the equal and ratable benefit of the owners of all the Outstanding Series 2021 Bonds.

#### **Section 10.7 Rights and Remedies of Bondholders.**

No owner of any Series 2021 Bond shall have any right to institute any suit, action or proceeding at law or in equity for the enforcement of this Indenture or for the execution of any trust hereof or for the appointment of a receiver or any other remedy hereunder, unless (a) a Default has occurred, (b) such Default shall have become an Event of Default and the Beneficial owners of not less than twenty-five percent (25%) in aggregate principal amount of Series 2021 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 Series 2021 Bonds have offered to the Trustee indemnity as provided in Section 11.1(k) hereof, and (d) the Trustee has refused, or for sixty (60) days after receipt of such request and offer of indemnification has failed to exercise the remedies hereinbefore granted, or to institute such action, suit or proceeding in its own name; and such request and offer of indemnity are hereby declared in every case at the option of Trustee to be conditions precedent to the Execution of the powers and trusts of this Indenture, and to any action or cause of action for the enforcement of this Indenture, or for the appointment of a receiver or for any other remedy hereunder, it being understood and intended that no one or more owners of the Series 2021 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 Series 2021 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 Series 2021 Bond at and after the maturity thereof, or the limited obligation of the District to pay the principal of and interest on each of the Series 2021 Bonds issued hereunder to the respective owners thereof at the time and place, from the source and in the manner expressed in the Series 2021 Bonds.

#### **Section 10.8 Termination of Proceedings**

In case the Trustee or any owner of any Series 2021 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 District, the Trustee and the Bondholders shall be restored their former positions and rights hereunder, respectively, and with regard to the property herein subject to this Indenture, and all rights, remedies and powers of the Trustee and the owners of Series 2021 Bonds shall continue as if no such proceedings had been taken.

#### **Section 10.9 Waivers of Events of Default.**

The Trustee may at its discretion waive any Event of Default hereunder and its consequences, and shall do so upon the written request of the Beneficial Owners of (a) more than sixty-six and two-thirds percent (66 2/3%) in aggregate principal amount of all the Bonds then Outstanding in respect of which an Event of Default in the payment of principal or interest exists, or (b) more than fifty percent (50%) in aggregate principal amount of all Series 2021 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 Series 2021 Bond at the date of maturity specified therein or (y) any Event of Default in the payment when due of the interest on any Outstanding Series 2021 Bond unless prior to such waiver all of the interest or all payments of principal when due, as the case may be, with interest on overdue principal at the rate borne by such Bond, and all expenses of the Trustee in connection with such Event of Default shall have been paid or provided for; 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 District, 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 10.1(d) or (e); Opportunity of the District to Cure such Defaults**

Anything herein to the contrary notwithstanding, no Default under Section 10.1(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 District by the Trustee, the Beneficial Owners of not less than twenty-five percent (25%) in aggregate principal amount of all Series 2021 Bonds then Outstanding and the District shall have had sixty (60) days after receipt of such notice to correct the Default or cause the Default to be corrected, and shall not have corrected the Default or caused the Default to be corrected within the applicable period; provided, however, if the Default be such that it is correctable but cannot be corrected within the applicable period, it shall not constitute an Event of Default if corrective action is instituted by the District 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 District under the provisions of this Section, the District hereby grants to the Trustee full authority for the account of the District 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 District with full power to do any and all things and acts to the same extent that the District could do and perform any such things and acts and with power of substitution.

## ARTICLE 11

### TRUSTEE

#### Section 11.1 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 man would exercise or use under the circumstances in the conduct of his own affairs, but only upon and subject to the following express terms and conditions:

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

(b) The Trustee may execute any of the trusts or powers hereof and perform any of its duties by or through attorneys, agents, receivers or employees but shall not be answerable for the conduct of the same if appointed in accordance with the standard specified above, and shall be entitled to advice of Counsel concerning all matters of trusts hereof and the duties hereunder, and may in all cases pay such reasonable compensation to all such attorneys, agents, receivers and employees as may reasonably be employed in connection with the trusts hereof. The Trustee may act upon the opinion or advice of any attorney or firm of attorneys (who may be the attorney or firm of attorneys for the District), 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 Series 2021 Bonds, other than the Certificate of Authentication required by Section 3.4 hereof, or for the validity of the execution by the District of this Indenture or of any supplements hereto or instruments of further assurance, or for the sufficiency of the security for the Series 2021 Bonds issued hereunder or intended to be secured hereby.

(d) The Trustee shall not be accountable for the use of any Series 2021 Bonds authenticated or delivered hereunder. The Trustee may become the owner of Series 2021 Bonds secured hereby with the same rights which it would have if not the Trustee and Series 2021 Bonds owned by the Trustee shall be deemed Outstanding unless canceled pursuant to the provisions hereof.

(e) The Trustee shall be protected in acting upon any notice, request, consent, certificate, order, affidavit, letter, telegram or other paper or document reasonably believed to be genuine and correct and to have been signed or sent by the proper person or persons. The Trustee shall not withhold unreasonably its consent, approval or action to any reasonable request of the District. Any action taken by the Trustee pursuant to this Indenture upon the request of the District or consent of any person who at the time of making such request or given such consent is the owner of any Bond,



shall be conclusive and binding upon all future owners of the same Series 2021 Bond and upon Series 2021 Bonds issued in exchange therefor or in place thereof.

(f) As to the existence or nonexistence of any fact or as to the sufficiency or validity of any instrument, paper or proceeding, the Trustee shall be entitled in good faith to rely upon a certificate signed by an Authorized Officer as sufficient evidence of the facts therein contained and prior 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 District under its seal to the effect that a resolution in the form therein set forth has been adopted by the District 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 District pertaining to the Trust Revenues and receipts pledged to the payment of Series 2021 Bonds, and to take such memoranda from and in regard thereto as may be desired.

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

(j) Notwithstanding anything elsewhere in this Indenture contained, the Trustee shall have the right, but shall not be required, to demand, in respect of the authentication of any Series 2021 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 deemed desirable by the Trustee for the purpose of establishing the right of the District to authentication of any Series 2021 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 10.2, 10.3 or 10.7 hereof, the Trustee may require that a satisfactory indemnity bond be furnished for the reimbursement of all expenses to which it may be put and to protect it against all liability, except liability which it 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, 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 Series 2021 Bonds and shall notify the general manager of the District, in writing, within five (5) days of any such Event of Default.

#### **Section 11.2 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 Series 2021 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 Series 2021 Bond upon the Trust Estate for the foregoing fees, charges and expenses incurred by it, respectively.

#### **Section 11.3 Intervention by the Trustee.**

In any judicial proceeding to which the District 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 Series 2021 Bonds, the Trustee may intervene on behalf of the Bondholders, and shall do so if requested in writing by the Beneficial Owners of at least twenty-five percent (25%) of the aggregate principal amount of Series 2021 Bonds then Outstanding upon receiving indemnification satisfactory to the Trustee.

#### **Section 11.4 Successor Trustee.**

Any corporation or association into which the Trustee may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer its trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer to which it is a party ("Reorganization"), ipso facto shall be and become successor Trustee hereunder, if legally qualified to serve as such, and vested with all of the title to the Trust Estate and all the trusts, powers, discretions, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any instrument or any further act, deed or conveyance on the part of any of the parties hereto anything herein to the contrary notwithstanding; provided that within thirty (30) days of the effective date of such reorganization, the District may object to such corporation or association becoming successor Trustee by filing written notice of such objection with the Trustee and by mailing such notice to each Bondholder whereupon a successor or temporary Trustee shall be appointed in accordance with Section 11.7 hereof.

#### **Section 11.5 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 District and the owner of each Series 2021 Bond as shown by the list of Bondholders required by this Indenture to be kept at the office of the Trustee, and such resignation shall only take effect upon the appointment of a

successor Trustee in accordance with Section 11.7 and acceptance of such appointment by the successor Trustee.

**Section 11.6 Removal of the Trustee.**

The Trustee may be removed at any time with or without cause, by an instrument or concurrent instruments in writing delivered to the Trustee and to the District and signed by the Beneficial Owners of a majority in aggregate principal amount of all Series 2021 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 11.5 hereof with respect to the resignation of the Trustee. So long as no Event of Default or an event which, with the passage of time would become an Event of Default, shall have occurred and be continuing, the Trustee may be removed at any time for cause by resolution or other official written action taken by the District with such written action to be filed with the Trustee.

**Section 11.7 Appointment of Successor Trustee by the Bondholders; Temporary Trustee.**

In case the Trustee shall resign or be removed, or be dissolved, or shall be in course of dissolution or liquidation, or otherwise become incapable of acting hereunder, or in case it shall be taken under the control of any public officer or officers, or of a receiver appointed by a court, a successor may be appointed by the owners of a majority in aggregate principal amount of all Series 2021 Bonds then Outstanding, by an instrument or concurrent instruments in writing signed by such owners, or by their attorneys-in-fact duly authorized, a copy of which shall be delivered personally or sent by registered mail to the District. Nevertheless, in case of such vacancy the District by resolution may appoint a temporary Trustee to fill such vacancy. Within ninety (90) days after such appointment, the Bondholders may appoint a successor Trustee; and any such temporary Trustee so appointed by the District shall become the successor Trustee if no appointment is made by the Bondholders within such period, but in the event an appointment is made by the Bondholders, the temporary Trustee shall immediately and without further act be superseded by any Trustee so appointed by such Bondholders. Notice of the appointment of a successor Trustee shall be given in the same manner as provided by Section 11.5 hereof with respect to the resignation of a Trustee. Every such Trustee appointed pursuant to the provisions of this Section shall be a trust company or bank having its principal place of business in the State duly authorized to exercise trust powers and having a reported capital and surplus of not less than \$50,000,000, if there be such an institution willing, qualified and able to accept the trust upon reasonable or customary terms.

**Section 11.8 Concerning Any Successor Trustee.**

Every successor Trustee appointed hereunder shall execute, acknowledge and deliver to its or his predecessor and also to the District 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 District, alter the payment of all fees, charges and expenses which may be due and owing to such predecessor

pursuant to the provisions of Section 11.2 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 District 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 District. The resignation of any Trustee, and the instrument or instruments removing any Trustee and appointing a success 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. Notwithstanding any other provision of this Indenture, no removal, resignation or termination of the Trustee (or paying agent, if any) shall take effect until a successor shall be appointed.

**Section 11.9 Indemnification.** The District will, to the fullest extent permitted by law, protect, indemnify and save the Trustee and its respective officers, board members, agents and employees, harmless frm and against all liabilities, losses, damages, costs, expenses (including attorneys' fees and expenses of the Trustee), taxes, causes of action, suits, claims, demands and judgments of any nature arising from:

(1) violation of any agreement, provision or condition of this Indenture, the Series 2021 Bonds or the Bond Resolution except a violation by the Trustee;

(2) any statement or information relating to the expenditure of the proceeds of the Series 2021 Bonds contained in the "Tax Certificate" or similar document furnished by the District which, at the time made, is misleading, untrue or incorrect in any material respect; and

(3) any untrue statement or alleged untrue statement of a material fact contained in any offering material relating to the sale or remarketing of the Series 2021 Bond(as from time to time amended or supplemented) or arising out of or based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary in order to make the statements therein not misleading, or failure to properly register or otherwise qualify the sale of the Series 2021 Bonds or failure to comply with any licensing or other law or regulation which would affect the manner whereby or to whom the Series 2021 Bonds could be sold.

Promptly after receipt by the Trustee of notice of the commencement of any action with respect to which indemnity may be sought against the District under this Section, the Trustee will notify the District in writing of the commencement thereof, and, subject to the provisions hereinafter stated, the District shall assume the defense of such action (including the employment of Counsel or such other person as the case may be, and the payment of expenses). Insofar as such action shall relate to any alleged liability with respect to which indemnity may be sought against the District, the Trustee shall have the right to employ separate Counsel in any such action and to participate in the defense thereof, but the fees and expenses of such Counsel shall not be at the expense of the

District unless the employment of such Counsel has been specifically authorized by the District. The District shall not be liable to indemnify any person for any settlement of any such action effected without its consent.

The provisions of Section 11.9 shall survive the payment and discharge of the Series 2021 Bonds.

**Section 11.10 Successor Trustee as Trustee of Funds, Paying Agent and Registrar.** In the event of a change in the office of Trustee, the predecessor Trustee which has resigned or been removed shall cease to be Trustee of the funds provided hereunder and registrar and paying agent for principal of, premium if any, and interest on the Series 2021 Bonds, and the successor Trustee shall become such Trustee, registrar and paying agent.

## ARTICLE 12

### SUPPLEMENTAL INDENTURES

#### **Section 12.1 Supplemental Indentures not Requiring Consent of Bondholders.**

The District 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 Series 2021 Bonds and does not require unanimous consent of the Bondholders pursuant to Section 12.2 hereof;
- (c) To subject to this Indenture additional Trust 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 Series 2021 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 Refunding Series 2021 Bonds.

Any rating agency rating the Series 2021 Bonds must receive notice of each amendment and a copy thereof at least fifteen (15) days in advance of its execution or adoption.

### **Section 12.2 Supplemental Indentures Requiring Consent of Bondholders.**

Exclusive of Supplemental Indentures provided for by Section 12.1 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 Series 2021 Bonds then Outstanding which are affected (exclusive of Series 2021 Bonds held by the District), 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 District 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 Series 2021 Bonds, (a) an extension of the maturity of the principal of or the interest or redemption date on any Series 2021 Bond issued hereunder, or (b) a reduction in the principal amount of any Series 2021 Bond or change in the rate of interest or redemption premium, of (c) a privilege or priority of any Series 2021 Bond or Series 2021 Bonds over any other Series 2021 Bond or Series 2021 Bonds, or (d) a reduction in the aggregate principal amount of the Series 2021 Bonds required for consent to such Supplemental Indenture, or (e) the creation of any lien securing any Series 2021 Bonds other than a lien ratably securing all of the Series 2021 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 District 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 Series 2021 Bond at the address shown on the registration records maintained by the Trustee. Such notice shall briefly set forth the nature of the proposed Supplemental Indenture and shall state that copies thereof are on file at the principal corporate trust office of the Trustee for inspection by all Bondholders. If, within sixty (60) days, or such longer period as shall be prescribed by the District, following the mailing of such notice, upon the approval of the owners of not less than fifty-one percent (51%) in aggregate principal amount of the Series 2021 Bonds Outstanding at the time of the execution of any such Supplemental Indenture (exclusive of Series 2021 Bonds held by the District) shall have consented to and approved the execution of such Supplemental Indenture as provided in Section 13.1 hereof, no owner of any Series 2021 Bond shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Trustee or the District 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.

Any rating agency rating the Series 2021 Bonds must receive notice of each amendment and a copy thereof at least fifteen (15) days in advance of its execution or adoption.

**ARTICLE 13**

**[RESERVED]**

**ARTICLE 14**

**[RESERVED]**

**ARTICLE 15**

**MISCELLANEOUS**

**Section 15.1 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 Series 2021 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 Series 2021 Bonds and the amount or amounts, numbers and other identification of Series 2021 Bonds, and the date of holding the same shall be proved by the registration records of the District maintained by the Trustee pursuant to Section 3.6 hereof.

**Section 15.2 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 Series 2021 Bonds is intended or shall be construed to give to any person or company other than the parties hereto, the owners of the Series 2021 Bonds, any legal or suitable right, remedy or claim under or in respect to this Indenture or any covenants, conditions and provisions herein contained; this Indenture and all of the covenants, conditions and provisions hereof being intended to be and being for the sole and exclusive benefit of the parties hereto and the owners of the Series 2021 Bonds as herein provided.

**Section 15.3 Severability.**

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

**Section 15.4 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. The District or the Trustee may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

**Section 15.5 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 Series 2021 Bonds.

**Section 15.6 Payments Due on Saturdays, Sunday and Holidays.**

In any case where the date of maturity of interest on or principal of the Series 2021 Bonds or the date fixed for redemption of any Series 2021 Bonds shall be a Saturday, Sunday or a legal holiday or a day on which banking institutions are authorized by law to close, then payment of interest or principal may be made on the next Business Day with the same force and effect as if made on the date of maturity or the date fixed for redemption.

**Section 15.7 Counterparts.**

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

**Section 15.8 Receipt of Money as Trust Revenues by Trustee.**

The Trustee is an authorized agent of the District for purposes of receiving money and Trust Revenues on behalf of the District.

It is not the intent of this Section 15.8, or any other Section of this Indenture, to create a power of attorney relationship between the District and the Trustee.

**Section 15.9 Applicable Provisions of Law.**

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

*[Remainder of page intentionally left blank]*





**IN WITNESS WHEREOF**, the District has caused this Indenture to be executed on its behalf by the Chairman of its Board of Commissioners and the seal of the District to be hereunto affixed and duly attested by its Secretary/Treasurer and the Trustee, to evidence its acceptance of the trusts created hereunder, has caused this Indenture to be executed in its name by its duly authorized officers and its corporate seal to be hereunto affixed and duly attested, all as of the day and year first written above.

**WEST JACKSON COUNTY UTILITY DISTRICT**

**By:** \_\_\_\_\_  
Chairman, Board of Commissioners

**ATTEST:**

\_\_\_\_\_  
Secretary/Treasurer, Board of Commissioners

[SEAL]

**CITIZENS NATIONAL BANK,  
Meridian, Mississippi  
as Trustee**

**By:** \_\_\_\_\_  
Authorized Officer

**ATTEST:**

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

[SEAL]

**STATE OF MISSISSIPPI**

**COUNTY OF JACKSON**

On the \_\_\_\_ day of March, 2021, before me, a Notary Public in and for said County, personally appeared Mike Montgomery and Joseph Bannister to me personally known, who, being by me first duly sworn, did say that they are the Chairman and Secretary/Treasurer, respectively, of the Board of Commissioners of the West Jackson County Utility District named in and which executed the forgoing Indenture, that the seal affixed to said instrument is the seal of the District, and that said instrument was signed, sealed, execute and delivered on behalf of said Bank by authority of its Board of Commissioners.

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

My Commission expires:

\_\_\_\_\_

(SEAL)

**STATE OF MISSISSIPPI**

**COUNTY OF LAUDERDALE**

On the \_\_\_ day of March, 2021, before me, a Notary Public in and for said County, personally appeared Jennifer Ferguson and Teresa Thornhill to me personally known, who, being by me first duly sworn, did say that they are Trust Officers of Citizens National Bank, Meridian, Mississippi, the Trustee named in and which executed the forgoing Indenture, and that said instrument was signed, executed and delivered on behalf of said Trustee by authority of its Board of Directors.

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

My Commission expires:

\_\_\_\_\_

(SEAL)

**EXHIBIT A**  
**MATURITY SCHEDULE**

**EXHIBIT B**

**FORM OF TAXABLE SERIES 2021 BONDS**

REGISTERED  
No.

Denomination  
\$ \_\_,000.00

THE DISTRICT HAS ARRANGED FOR A BOOK-ENTRY SYSTEM OF REGISTRATION FOR THIS BOND UNDER WHICH CEDE & CO., AS NOMINEE OF THE DEPOSITORY TRUST COMPANY, A NEW YORK CORPORATION ("DTC"), WILL BE THE REGISTERED OWNER AND WILL HOLD THIS BOND ON BEHALF OF THE BENEFICIAL OWNER HEREOF. BY ACCEPTANCE OF A CONFIRMATION OF PURCHASE, DELIVERY, OR TRANSFER, THE BENEFICIAL OWNER OF THIS BOND SHALL BE DEEMED TO HAVE AGREED TO SUCH ARRANGEMENT. CEDE & CO., AS REGISTERED OWNER OF THIS BOND, MAY BE TREATED AS THE OWNER OF THIS BOND FOR ALL PURPOSES. UNLESS THIS BOND IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF DTC TO THE PAYING AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE, OR PAYMENT, AND ANY BOND ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. (OR IN THE NAME OF SUCH OTHER PERSON AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC) AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER PERSON AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC, ANY TRANSFER, PLEDGE, OR OTHER USE OF THIS BOND FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

**WEST JACKSON COUNTY UTILITY DISTRICT  
JACKSON COUNTY, MISSISSIPPI  
REVENUE REFUNDING BOND, SERIES 2021-A  
(TAXABLE UNDER FEDERAL TAX LAW)**

<u>INTEREST RATE</u>	<u>MATURITY DATE</u>	<u>BOND DATE</u>	<u>CUSIP NUMBER</u>
__% _____	_____	March 31, 2021	_____

**REGISTERED OWNER:** **CEDE & CO.**  
**Box # 20**  
**Bowling Green Station**  
**New York, New York 10004**  
**Tax ID No. 13-2555119**

**PRINCIPAL AMOUNT:** \_\_\_\_\_ **AND NO/100 DOLLARS (\$ \_\_,000.00)**

The West Jackson County Utility District, Jackson County, Mississippi (the "District") for value received, hereby promises to pay to the Registered Owner named above, or registered assigns, on the maturity date specified above, the sum specified above, and to pay interest on such principal

amount from the later of the Bond Date specified above or the most recent interest payment date to which interest has been paid or provided for until payment of such principal amount has been paid or provided for, at the per annum rate of interest specified above, such interest to be paid semi-annually on June 1 and December 1 of each year, commencing June 1, 2021. Interest on this Bond shall accrue on the basis of a 360-day year of twelve 30-day months.

Subject to the provisions of the Book Entry System described herein, the principal of this Bond shall be payable without exchange or collection charges in lawful money of the United States of America upon presentation and surrender of this Bond at the principal corporate trust office of Citizens National Bank, Meridian, Mississippi (the "Trustee") acting as Paying Agent/Registrar, or its successor as Paying Agent/Registrar. Subject to the provisions of the Book Entry System, interest on this Bond is payable by check dated as of the interest payment date, mailed by the Paying Agent/Registrar to the Registered Owner at the address shown on the registration books kept by the Paying Agent/Registrar, or by such other customary banking arrangements acceptable to the Paying Agent/Registrar and the person to whom interest is to be paid; provided, however, that such person shall bear all risk and expenses of such customary banking arrangements. For the purpose of the payment of interest on this Bond, the Registered Owner shall be the person in whose name this Bond is registered at the close of business on the "Record Date," which shall be the fifteenth (15<sup>th</sup>) day of the calendar month preceding the month in which an interest or principal payment is due.

If the date for the payment of the principal of or interest on this Bond shall be a Saturday, Sunday, legal holiday, or day on which banking institutions in the city where the Paying Agent/Registrar is located are required or authorized by law or executive order to close, the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday, or day on which banking institutions are required or authorized to close, and payment on such date shall for all purposes be deemed to have been made on the original date payment was due.

All capitalized, undefined terms used herein shall have the meanings assigned to such terms in the Bond Resolution, the Indenture or the Master Resolution (hereinafter defined). In addition, the following words and phrases shall have the following meanings:

"Act" means the Mississippi Bond Refinancing Act, Sections 31-27-1 through 31-27-25, Mississippi Code of 1972, as amended.

"Beneficial Owner" means the person in whose name a Bond is recorded as beneficial owner of such Bond by the Securities Depository or a Participant or an Indirect Participant on the records of such Securities Depository, Participant or Indirect Participant, as the case may be, or such person's subrogee.

"Book Entry Arrangements" means the Letter of Representations.

"Book Entry Bond" means any Bond that is administered under the Book Entry System.

"Book Entry System" means a book-entry system established and operated for the recordation of Beneficial Owners of the Bonds as described in the Bond Resolution.

"Direct Participant or Participant" means securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations which participate in the Securities Depository with respect to the Bonds.

"Indirect Participant" means a broker-dealer, bank or other financial institution for which the Securities Depository holds Bonds as a securities depository through a Participant.

"Letter of Representations" means the representation letter(s), agreement(s), and/or other document(s) entered into by (or on behalf of or affecting) the District, and the Paying Agent (or any successor thereto), with a Securities Depository providing for the administration of the Bonds under the Book Entry System.

"Securities Depository" means The Depository Trust Company and any substitute for or successor to such securities depository that shall maintain a Book-Entry System with respect to the Bonds.

"Securities Depository Nominee" means the Securities Depository or the nominee of such Securities Depository in whose name there shall be registered on the registration books the Bond to be delivered to such Securities Depository during the continuation with such Securities Depository of participation in its Book-Entry System.

This Bond is one of an authorized series of bonds of the District designated "West Jackson County Utility District Taxable Revenue Refunding Bonds, Series 2021-A" in the original aggregate principal amount of approximately \$\_\_\_\_\_ (the "Bonds"), issued pursuant to the Act, resolutions of the District dated February 25 and March 25, 2021 (collectively, the "Bond Resolution"), an Indenture of Trust between the District and the Trustee dated as of March 31, 2021 (the "Indenture") and a Placement Agreement dated as of March 31, 2021 for the purpose of refunding select maturities of the Series 2013 Water and Sewer Revenue Bond. This Bond is a revenue bond of the District, secured on a parity basis with any other Parity Obligations Outstanding from time to time issued subject to a Master Resolution of the District dated as of April 9, 2013, as the same has been and may be amended, supplemented or replaced from time to time and pursuant to the Indenture and the Bond Resolution. The Taxable Revenue Refunding Bonds, Series 2021-A are all equally and ratably secured and entitled to the protection of the Indenture, the Bond Resolution, and the Master Resolution on a parity with one another and with any other Parity Obligations. The Registered Owner should consult the Bond Resolution, Indenture and the Master Resolution for a more detailed description of the security for the Bonds. The District has reserved the right to amend the Indenture, as provided therein. The Bonds are registered as to both principal and interest and are to be issued or reissued in the denomination of \$100,000 each and integral multiples of \$1,000 in excess thereof up to the amount of a single maturity.

The Bonds are callable at the District's option in whole or in part, at any time on or after December 1, 2027 at par plus accrued interest to the date of redemption.

The redemption of the Bonds is further subject to the terms of the Indenture and the Bond Resolution.



If less than all of the Bonds are to be redeemed, the principal will be redeemed in inverse order of maturity. In the event any portion of the Bond is to be called for redemption as aforesaid, notice of such redemption, setting forth the place or places of payments, shall be mailed by first class mail not less than thirty (30) days nor more than sixty (60) days prior to the date fixed for redemption to the Registered Owner of the Bond(s) to be redeemed at the address shown on the Register.

During the Tax-Exempt Conversion Period, this Bond may be converted from a Bond bearing interest at the Taxable Interest Rate to, and exchanged with, a bond bearing interest at the Tax-Exempt Interest Rate on the Tax-Exempt Conversion Date upon satisfaction of the conditions set forth in the Bond Resolution and the Indenture. On the Tax-Exempt Conversion Date, upon satisfaction of the conditions set forth in the Bond Resolution and the Indenture, the Registered Owner shall surrender the original Taxable Refunding Bond to the Trustee/Bond Registrar in exchange for a replacement Tax-Exempt Refunding Bond. The conversion of this Bond and its exchange for a replacement Tax-Exempt Refunding Bond will be effective on and after the Tax-Exempt Conversion Date if exercised at the Option of the District and shall be subject to the terms of the Indenture and Bond Resolution. If for any reason the Conversion to the Tax-Exempt Interest Rate does not occur during the Tax-Exempt Conversion Period, the Bonds will continue to bear interest at the Taxable Interest Rate as set forth on the face of this Bond.

Subject to the terms of an Institutional Investor Letter executed by the original Registered Owner and subject to certain limitations set forth in the Bond Resolution and the Indenture, this Bond is transferable upon surrender of this Bond for transfer at the principal corporate trust office of the Paying Agent/Registrar with such endorsement or other evidence of transfer as is acceptable to the Paying Agent/Registrar; thereupon, one or more new fully registered Bonds of the same stated maturity, of authorized denominations, bearing the same rate of interest, and for the same aggregate principal amount will be issued to the designated transferee or transferees.

The Bonds shall initially be issued pursuant to a Book-Entry System administered by the Securities Depository with no physical distribution of certificates to be made except as provided herein and in the Bond Resolution. Any provision of the Bond Resolution, Indenture or this Bond requiring physical delivery of the Bonds shall, with respect to any Bonds held under the Book-Entry System, be deemed to be satisfied by a notation on the registration books maintained by the Paying Agent that such Bonds are subject to the Book-Entry System.

So long as a Book-Entry System is being used, the Bonds will be registered in the name of the Securities Depository Nominee and will be issued and deposited with the Securities Depository to be held in its custody. The Book-Entry System will be maintained by the Securities Depository and the Participants and Indirect Participants and will evidence beneficial ownership of the Bonds in authorized denominations, with transfers of ownership effected on the records of the Securities Depository, the Participants and the Indirect Participants pursuant to rules and procedures established by the Securities Depository, the Participants and the Indirect Participants. The principal of and any premium on each Bond shall be payable to the Securities Depository Nominee or any other person appearing on the Registration Books as the Registered Owner of such Bond or his registered assigns or legal representative at the principal office of the Paying Agent. So long as the Book-Entry System is in effect, the Securities Depository will be recognized as the Registered Owner of the Bonds for all purposes. Transfer of principal, interest and any premium payments or notices to Participants and

Indirect Participants will be the responsibility of the Securities Depository and transfer of principal, interest and any premium payments or notices to Beneficial Owners will be the responsibility of the Participants and Indirect Participants. No other party will be responsible or liable for such transfers of payments or notices or for maintaining, supervising or reviewing such records maintained by the Securities Depository, the Participants or the Indirect Participants. While the Securities Depository Nominee or the Securities Depository, as the case may be, is the Registered Owner of the Bonds, notwithstanding any other provisions set forth herein, payments of principal of, redemption premium, if any, and interest on the Bonds shall be made to the Securities Depository Nominee or the Securities Depository, as the case may be, by wire transfer in immediately available funds to the account of such Registered Owner. Without notice to or the consent of the Beneficial Owners, the Paying Agent, with the consent of the District, and the Securities Depository may agree in writing to make payments of principal, redemption price or purchase price and interest in a manner different from that set out herein. In such event, the Paying Agent shall make payments with respect to the Bonds in such manner as if set forth herein.

Subject to the provisions of the Book-Entry System, the District may at any time elect (i) to provide for the replacement of any Securities Depository as the depository for the Bonds with another qualified Securities Depository, or (ii) to discontinue the maintenance of the Bonds under a Book-Entry System. In such event, and upon being notified by the District of such election, the Paying Agent shall give 30 days' prior notice of such election to the Securities Depository (or such fewer number of days as shall be acceptable to such Securities Depository).

Upon the discontinuance of the maintenance of the Bonds under a Book-Entry System, the District will cause Bonds to be issued directly to the Beneficial Owners of Bonds, or their designees, as further described in the Bond Resolution and Indenture. In such event, the Paying Agent shall make provisions to notify Participants and the Beneficial Owners of the Bonds, by mailing an appropriate notice to the Securities Depository, or by other means deemed appropriate by the Paying Agent in its discretion, that Bonds will be directly issued to the Beneficial Owners of Bonds as of a date set forth in such notice, which shall be a date at least 10 days after the date of mailing of such notice (or such fewer number of days as shall be acceptable to the Securities Depository).

If any Securities Depository is replaced as the depository for the Bonds with another qualified Securities Depository, the District will issue to the replacement Securities Depository Bonds substantially in the form set forth herein, registered in the name of such replacement Securities Depository.

Each Securities Depository and the Participants, the Indirect Participants and the Beneficial Owners of the Bonds, by their acceptance of the Bonds, agree that the District and the Paying Agent shall have no liability for the failure of any Securities Depository to perform its obligation to any Participant, any Indirect Participant or any Beneficial Owner of any Bonds, nor shall the District or the Paying Agent be liable for the failure of any Participant, Indirect Participant or other nominee of any Beneficial Owner of any Bonds to perform any obligation that such Participant, Indirect Participant or other nominee may incur to any Beneficial Owner of the Bonds.

Notwithstanding any other provision of the Bond Resolution or the Indenture, on or prior to the date of issuance of the Bonds, the Paying Agent or the District shall have executed and delivered to the initial Securities Depository a Letter of Representations governing various matters relating to the Securities Depository and its activities pertaining to the Bonds. The terms and provisions of such Letter of Representations are incorporated herein by reference and in the event there shall exist any inconsistency between the substantive provisions of the said Letter of Representations and any provisions of the Bond Resolution, the Indenture or this Bond, then, for so long as the initial Securities Depository shall serve with respect to the Bonds, the terms of the Letter of Representations shall govern.

Notwithstanding any provision in this Bond to the contrary, at all times in which the Book-Entry System is in effect, any references to physical delivery of a Bond shall not be required.

Subject to the preceding book-entry provisions, to the terms of the Institutional Investor Letter, and as provided in the Bond Resolution and the Indenture, and subject to certain limitations therein set forth, this Bond is transferable upon surrender of this Bond for transfer at the principal corporate trust office of the Paying Agent/Registrar with such endorsement or other evidence of transfer as is acceptable to the Paying Agent/Registrar; thereupon, one or more new fully registered Bonds of the same stated maturity, of authorized denominations, bearing the same rate of interest, and for the same aggregate principal amount will be issued to the designated transferee or transferees.

The District, the Paying Agent/Registrar, and any other person may treat the person in whose name this Bond is registered as the Registered Owner hereof for the purpose of receiving payment as herein provided (except interest shall be paid to the person in whose name this Bond is registered on the "Record Date") and for all other purposes, whether or not this Bond be overdue, and neither the District nor the Paying Agent/Registrar shall be affected by any notice to the contrary.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Bond Resolution unless or until the Certificate of Registration and Authentication hereon has been duly executed by the Trustee/Paying Agent/Registrar by the manual execution of an officer or duly authorized representative thereof.

IT IS HEREBY CERTIFIED, RECITED AND REPRESENTED that all conditions, acts and things required by law to exist, to have happened and to have been performed precedent to and in the issuance of this Bond, in order to make the same a legal and binding revenue obligation of the District, according to the terms thereof, do exist, have happened and have been performed in regular and due time, form and manner as required by law.

IN WITNESS WHEREOF, the District has caused this Bond to be executed by the manual or facsimile signature of the Chairman of the Board of Commissioners of the District and countersigned by the manual or facsimile signature of the Secretary/Treasurer of the Board and the official seal of the West Jackson County Utility District has been duly impressed or placed in manual or facsimile on this Bond, all as of March 31, 2021.

**WEST JACKSON COUNTY UTILITY DISTRICT**

By: \_\_\_\_\_  
Chairman, Board of Commissioners

COUNTERSIGNED:

\_\_\_\_\_  
Secretary/Treasurer

[SEAL]

**CERTIFICATE OF REGISTRATION AND AUTHENTICATION**

This Bond is one of the Bonds described in the within mentioned Bond Resolution and is one of the Revenue Refunding Bonds, Series 2021-A, of the West Jackson County Utility District.

**CITIZENS NATIONAL BANK,**  
Meridian, Mississippi  
Paying Agent/Registrar

By: \_\_\_\_\_  
Authorized Officer

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

**REGISTRATION AND VALIDATION CERTIFICATE**

STATE OF MISSISSIPPI  
COUNTY OF JACKSON

I, the undersigned Secretary/Treasurer of the Board of Commissioners of the West Jackson County Utility District, do hereby certify that the within Bond has been duly registered by me as an obligation of the West Jackson County Utility District, pursuant to law in a book kept in my office for that purpose, and has been validated and confirmed by a Decree of the Chancery Court of Jackson County, Mississippi, rendered on the 30th day of March, 2021.

\_\_\_\_\_  
Secretary/Treasurer,  
Board of Commissioners

[SEAL]

**ASSIGNMENT**

FOR VALUE RECEIVED, the undersigned hereby sells, assigns, and transfers unto \_\_\_\_\_ (print or typewrite name, address and zip code of transferee) (Social Security or other identifying number: \_\_\_\_\_) the within Bond and all rights hereunder and hereby irrevocably constitutes and appoints \_\_\_\_\_ attorney to transfer the within Bond on the books kept for registration hereof, with full power of substitution in the premises.

Dated: \_\_\_\_\_

**NOTICE:** The signature on this Assignment must correspond with the name of the registered Owner as it appears on the face of the within Bond in every particular and must be guaranteed by an officer of a federal or state bank or a member of the National Association of Securities Dealers.

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

**EXHIBIT C**

**FORM OF TAX-EXEMPT SERIES 2021 BONDS**

REGISTERED  
No.

Denomination  
\$ \_\_\_\_,000.00

THE DISTRICT HAS ARRANGED FOR A BOOK-ENTRY SYSTEM OF REGISTRATION FOR THIS BOND UNDER WHICH CEDE & CO., AS NOMINEE OF THE DEPOSITORY TRUST COMPANY, A NEW YORK CORPORATION ("DTC"), WILL BE THE REGISTERED OWNER AND WILL HOLD THIS BOND ON BEHALF OF THE BENEFICIAL OWNER HEREOF. BY ACCEPTANCE OF A CONFIRMATION OF PURCHASE, DELIVERY, OR TRANSFER, THE BENEFICIAL OWNER OF THIS BOND SHALL BE DEEMED TO HAVE AGREED TO SUCH ARRANGEMENT. CEDE & CO., AS REGISTERED OWNER OF THIS BOND, MAY BE TREATED AS THE OWNER OF THIS BOND FOR ALL PURPOSES. UNLESS THIS BOND IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF DTC TO THE PAYING AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE, OR PAYMENT, AND ANY BOND ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. (OR IN THE NAME OF SUCH OTHER PERSON AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC) AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER PERSON AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC, ANY TRANSFER, PLEDGE, OR OTHER USE OF THIS BOND FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

**WEST JACKSON COUNTY UTILITY DISTRICT  
JACKSON COUNTY, MISSISSIPPI  
CONVERTED REVENUE REFUNDING BOND, SERIES 2021-B**

<u>INTEREST RATE</u>	<u>MATURITY DATE</u>	<u>BOND DATE</u>	<u>CUSIP NUMBER</u>
__%	_____	_____, 20__	_____

**REGISTERED OWNER:**                   **CEDE & CO.**  
  **Box # 20**  
  **Bowling Green Station**  
  **New York, New York 10004**  
  **Tax ID No. 13-2555119**

**PRINCIPAL AMOUNT:**                   \_\_\_\_\_ **AND NO/100 DOLLARS (\$ \_\_\_\_,000.00)**

The West Jackson County Utility District, Jackson County, Mississippi (the "District") for value received, hereby promises to pay to the Registered Owner named above, or registered assigns, on the maturity date specified above, the sum specified above, and to pay interest on such principal amount from the later of the Bond Date specified above or the most recent interest payment date to which interest has been paid or provided for until payment of such principal amount has been paid or provided for, at the per annum rate of interest specified above, such interest to be paid semi-annually on June 1 and December 1 of each year, commencing June 1, 2021. Interest on this Bond shall accrue on the basis of a 360-day year of twelve 30-day months.

Subject to the provisions of the Book Entry System described herein, the principal of this Bond shall be payable without exchange or collection charges in lawful money of the United States of America upon presentation and surrender of this Bond at the principal corporate trust office of Citizens National Bank, Meridian, Mississippi (the "Trustee") acting as Paying Agent/Registrar, or its successor as Paying Agent/Registrar. Subject to the provisions of the Book Entry System, interest on this Bond is payable by check dated as of the interest payment date, mailed by the Paying Agent/Registrar to the Registered Owner at the address shown on the registration books kept by the Paying Agent/Registrar, or by such other customary banking arrangements acceptable to the Paying Agent/Registrar and the person to whom interest is to be paid; provided, however, that such person shall bear all risk and expenses of such customary banking arrangements. For the purpose of the payment of interest on this Bond, the Registered Owner shall be the person in whose name this Bond is registered at the close of business on the "Record Date," which shall be the fifteenth (15<sup>th</sup>) day of the calendar month preceding the month in which an interest or principal payment is due.

If the date for the payment of the principal of or interest on this Bond shall be a Saturday, Sunday, legal holiday, or day on which banking institutions in the city where the Paying Agent/Registrar is located are required or authorized by law or executive order to close, the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday, or day on which banking institutions are required or authorized to close, and payment on such date shall for all purposes be deemed to have been made on the original date payment was due.

All capitalized, undefined terms used herein shall have the meanings assigned to such terms in the Bond Resolution, the Indenture or the Master Resolution (hereinafter defined). In addition, the following words and phrases shall have the following meanings:

"Act" means the Mississippi Bond Refinancing Act, Sections 31-27-1 through 31-27-25, Mississippi Code of 1972, as amended.

"Beneficial Owner" means the person in whose name a Bond is recorded as beneficial owner of such Bond by the Securities Depository or a Participant or an Indirect Participant on the records of such Securities Depository, Participant or Indirect Participant, as the case may be, or such person's subrogee.

"Book Entry Arrangements" means the Letter of Representations.

"Book Entry Bond" means any Bond that is administered under the Book Entry System.

"Book Entry System" means a book-entry system established and operated for the recordation of Beneficial Owners of the Bonds as described in the Bond Resolution.

"Direct Participant or Participant" means securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations which participate in the Securities Depository with respect to the Bonds.

"Indirect Participant" means a broker-dealer, bank or other financial institution for which the Securities Depository holds Bonds as a securities depository through a Participant.

"Letter of Representations" means the representation letter(s), agreement(s), and/or other document(s) entered into by (or on behalf of or affecting) the District, and the Paying Agent (or any successor thereto), with a Securities Depository providing for the administration of the Bonds under the Book Entry System.

"Securities Depository" means The Depository Trust Company and any substitute for or successor to such securities depository that shall maintain a Book-Entry System with respect to the Bonds.

"Securities Depository Nominee" means the Securities Depository or the nominee of such Securities Depository in whose name there shall be registered on the registration books the Bond to be delivered to such Securities Depository during the continuation with such Securities Depository of participation in its Book-Entry System.

This Bond is one of an authorized series of bonds of the District designated "West Jackson County Utility District Converted Revenue Refunding Bonds, Series 2021-B" in the original aggregate principal amount of \$\_\_\_\_\_ (the "Bonds"), issued pursuant to the Act, resolutions of the District dated February 25 and March 25, 2021 and \_\_\_\_\_ (collectively, the "Bond Resolution"), an Indenture of Trust between the District and the Trustee dated as of March 31, 2021 (the "Indenture") and a Placement Agreement dated as of March 31, 2021 for the purpose of refunding select maturities of the Series 2013 Mississippi Development Bank Special Obligation Bonds (West Jackson County Utility District Revenue Bond Project). This Bond is a revenue bond of the District, secured on a parity basis with any other Parity Obligations Outstanding from time to time issued subject to a Master Resolution of the District dated as of April 9, 2013, as the same has been and may be amended, supplemented or replaced from time to time and pursuant to the Indenture and the Bond Resolution. The Bonds are all equally and ratably secured and entitled to the protection of the Indenture, the Bond Resolution, and the Master Resolution on a parity with one another and with any other Parity Obligations. The Registered Owner should consult the Bond Resolution, Indenture and the Master Resolution for a more detailed description of the security for the Bonds. The District has reserved the right to amend the Indenture, as provided therein. The Bonds are registered as to both principal and interest and are to be issued or reissued in the denomination of \$100,000 each and integral multiples of \$1,000 in excess thereof up to the amount of a single maturity.



Pursuant to the Bond Resolution and upon the satisfaction of the conditions set forth therein, this Bond has been converted from, and exchanged for, a bond bearing interest at the Taxable Interest Rate to a bond bearing interest at the Tax-Exempt Interest Rate on the Tax-Exempt Conversion Date. On the Tax-Exempt Conversion Date, upon satisfaction of the conditions set forth in the Bond Resolution, the Purchaser surrendered the original Taxable Bond to the Bond Registrar in exchange for this replacement Tax-Exempt Bond, and the conversion of the original Bond to this Tax-Exempt Bond is effective as of the Tax-Exempt Conversion Date.

The Bonds are callable at the District's option in whole or in part, at any time on or after December 1, 2027 at par plus accrued interest to the date of redemption.

The redemption of the Bonds is further subject to the terms of the Indenture and the Bond Resolution.

If less than all of the Bonds are to be redeemed, the principal will be redeemed in inverse order of maturity. In the event any portion of the Bond is to be called for redemption as aforesaid, notice of such redemption, setting forth the place or places of payments, shall be mailed by first class mail not less than thirty (30) days nor more than sixty (60) days prior to the date fixed for redemption to the Registered Owner of the Bond(s) to be redeemed at the address shown on the Register.

Subject to the terms of an Institutional Investor Letter executed by the original Registered Owner and subject to certain limitations set forth in the Bond Resolution and the Indenture, this Bond is transferable upon surrender of this Bond for transfer at the principal corporate trust office of the Paying Agent/Registrar with such endorsement or other evidence of transfer as is acceptable to the Paying Agent/Registrar; thereupon, one or more new fully registered Bonds of the same stated maturity, of authorized denominations, bearing the same rate of interest, and for the same aggregate principal amount will be issued to the designated transferee or transferees.

The Bonds shall initially be issued pursuant to a Book-Entry System administered by the Securities Depository with no physical distribution of certificates to be made except as provided herein and in the Bond Resolution. Any provision of the Bond Resolution, Indenture or this Bond requiring physical delivery of the Bonds shall, with respect to any Bonds held under the Book-Entry System, be deemed to be satisfied by a notation on the registration books maintained by the Paying Agent that such Bonds are subject to the Book-Entry System.

So long as a Book-Entry System is being used, the Bonds will be registered in the name of the Securities Depository Nominee and will be issued and deposited with the Securities Depository to be held in its custody. The Book-Entry System will be maintained by the Securities Depository and the Participants and Indirect Participants and will evidence beneficial ownership of the Bonds in authorized denominations, with transfers of ownership effected on the records of the Securities Depository, the Participants and the Indirect Participants pursuant to rules and procedures established by the Securities Depository, the Participants and the Indirect Participants. The principal of and any premium on each Bond shall be payable to the Securities Depository Nominee or any other person appearing on the Registration Books as the Registered Owner of such Bond or his registered assigns

or legal representative at the principal office of the Paying Agent. So long as the Book-Entry System is in effect, the Securities Depository will be recognized as the Registered Owner of the Bonds for all purposes. Transfer of principal, interest and any premium payments or notices to Participants and Indirect Participants will be the responsibility of the Securities Depository and transfer of principal, interest and any premium payments or notices to Beneficial Owners will be the responsibility of the Participants and Indirect Participants. No other party will be responsible or liable for such transfers of payments or notices or for maintaining, supervising or reviewing such records maintained by the Securities Depository, the Participants or the Indirect Participants. While the Securities Depository Nominee or the Securities Depository, as the case may be, is the Registered Owner of the Bonds, notwithstanding any other provisions set forth herein, payments of principal of, redemption premium, if any, and interest on the Bonds shall be made to the Securities Depository Nominee or the Securities Depository, as the case may be, by wire transfer in immediately available funds to the account of such Registered Owner. Without notice to or the consent of the Beneficial Owners, the Paying Agent, with the consent of the District, and the Securities Depository may agree in writing to make payments of principal, redemption price or purchase price and interest in a manner different from that set out herein. In such event, the Paying Agent shall make payments with respect to the Bonds in such manner as if set forth herein.

Subject to the provisions of the Book-Entry System, the District may at any time elect (i) to provide for the replacement of any Securities Depository as the depository for the Bonds with another qualified Securities Depository, or (ii) to discontinue the maintenance of the Bonds under a Book-Entry System. In such event, and upon being notified by the District of such election, the Paying Agent shall give 30 days' prior notice of such election to the Securities Depository (or such fewer number of days as shall be acceptable to such Securities Depository).

Upon the discontinuance of the maintenance of the Bonds under a Book-Entry System, the District will cause Bonds to be issued directly to the Beneficial Owners of Bonds, or their designees, as further described in the Bond Resolution and Indenture. In such event, the Paying Agent shall make provisions to notify Participants and the Beneficial Owners of the Bonds, by mailing an appropriate notice to the Securities Depository, or by other means deemed appropriate by the Paying Agent in its discretion, that Bonds will be directly issued to the Beneficial Owners of Bonds as of a date set forth in such notice, which shall be a date at least 10 days after the date of mailing of such notice (or such fewer number of days as shall be acceptable to the Securities Depository).

If any Securities Depository is replaced as the depository for the Bonds with another qualified Securities Depository, the District will issue to the replacement Securities Depository Bonds substantially in the form set forth herein, registered in the name of such replacement Securities Depository.

Each Securities Depository and the Participants, the Indirect Participants and the Beneficial Owners of the Bonds, by their acceptance of the Bonds, agree that the District and the Paying Agent shall have no liability for the failure of any Securities Depository to perform its obligation to any Participant, any Indirect Participant or any Beneficial Owner of any Bonds, nor shall the District or the Paying Agent be liable for the failure of any Participant, Indirect Participant or other nominee of

any Beneficial Owner of any Bonds to perform any obligation that such Participant, Indirect Participant or other nominee may incur to any Beneficial Owner of the Bonds.

Notwithstanding any other provision of the Bond Resolution or the Indenture, on or prior to the date of issuance of the Bonds, the Paying Agent or the District shall have executed and delivered to the initial Securities Depository a Letter of Representations governing various matters relating to the Securities Depository and its activities pertaining to the Bonds. The terms and provisions of such Letter of Representations are incorporated herein by reference and in the event there shall exist any inconsistency between the substantive provisions of the said Letter of Representations and any provisions of the Bond Resolution, the Indenture or this Bond, then, for so long as the initial Securities Depository shall serve with respect to the Bonds, the terms of the Letter of Representations shall govern.

Notwithstanding any provision in this Bond to the contrary, at all times in which the Book-Entry System is in effect, any references to physical delivery of a Bond shall not be required.

Subject to the preceding book-entry provisions, to the terms of the Institutional Investor Letter, and as provided in the Bond Resolution and the Indenture, and subject to certain limitations therein set forth, this Bond is transferable upon surrender of this Bond for transfer at the principal corporate trust office of the Paying Agent/Registrar with such endorsement or other evidence of transfer as is acceptable to the Paying Agent/Registrar; thereupon, one or more new fully registered Bonds of the same stated maturity, of authorized denominations, bearing the same rate of interest, and for the same aggregate principal amount will be issued to the designated transferee or transferees.

The District, the Paying Agent/Registrar, and any other person may treat the person in whose name this Bond is registered as the Registered Owner hereof for the purpose of receiving payment as herein provided (except interest shall be paid to the person in whose name this Bond is registered on the "Record Date") and for all other purposes, whether or not this Bond be overdue, and neither the District nor the Paying Agent/Registrar shall be affected by any notice to the contrary.

The District has designated this Bond as a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the Internal Revenue Code of 1986 and the regulations promulgated thereunder.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Bond Resolution unless or until the Certificate of Registration and Authentication hereon has been duly executed by the Trustee/Paying Agent/Registrar by the manual execution of an officer or duly authorized representative thereof.

IT IS HEREBY CERTIFIED, RECITED AND REPRESENTED that all conditions, acts and things required by law to exist, to have happened and to have been performed precedent to and in the issuance of this Bond, in order to make the same a legal and binding revenue obligation of the District, according to the terms thereof, do exist, have happened and have been performed in regular and due time, form and manner as required by law.

IN WITNESS WHEREOF, the District has caused this Bond to be executed by the manual or facsimile signature of the Chairman of the Board of Commissioners of the District and countersigned by the manual or facsimile signature of the Secretary/Treasurer of the Board and the official seal of the West Jackson County Utility District has been duly impressed or placed in manual or facsimile on this Bond, all as of \_\_\_\_\_, 20\_\_.

**WEST JACKSON COUNTY UTILITY DISTRICT**

By: \_\_\_\_\_  
Chairman, Board of Commissioners

COUNTERSIGNED:

\_\_\_\_\_  
Secretary/Treasurer

[SEAL]

**CERTIFICATE OF REGISTRATION AND AUTHENTICATION**

This Bond is one of the Bonds described in the within mentioned Bond Resolution and is one of the Converted Revenue Refunding Bonds, Series 20\_\_-B, of the West Jackson County Utility District.

**CITIZENS NATIONAL BANK,**  
Meridian, Mississippi  
Paying Agent/Registrar

By: \_\_\_\_\_  
Authorized Officer

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

**REGISTRATION AND VALIDATION CERTIFICATE**

STATE OF MISSISSIPPI  
COUNTY OF JACKSON

I, the undersigned Secretary/Treasurer of the Board of Commissioners of the West Jackson County Utility District, do hereby certify that the within Bond has been duly registered by me as an

obligation of the West Jackson County Utility District, pursuant to law in a book kept in my office for that purpose, and has been validated and confirmed by a Decree of the Chancery Court of Jackson County, Mississippi, rendered on the 30<sup>th</sup> day of March, 2021.

\_\_\_\_\_  
Secretary/Treasurer,  
Board of Commissioners

[SEAL]

### ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns, and transfers unto \_\_\_\_\_ (print or typewrite name, address and zip code of transferee) (Social Security or other identifying number: \_\_\_\_\_) the within Bond and all rights hereunder and hereby irrevocably constitutes and appoints \_\_\_\_\_ attorney to transfer the within Bond on the books kept for registration hereof, with full power of substitution in the premises.

Dated: \_\_\_\_\_

**NOTICE:** The signature on this Assignment must correspond with the name of the registered Owner as it appears on the face of the within Bond in every particular and must be guaranteed by an officer of a federal or state bank or a member of the National Association of Securities Dealers.

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

ORDER NUMBER \_\_\_\_\_

**WHEREAS**, the West Jackson County Utility District (hereinafter, "the District") has entered a contract with Compton Engineering relating to Wastewater Facilities Plan Phase 1; and

**WHEREAS**, Staff requests Board consideration and approval of Contract Amendment 3 and Invoice 60 (FINAL); and

**WHEREAS**, the Board of Commissioners hereby finds that approval of Contract Amendment 3 is in the best interests of the District;

**WHEREAS**, the Board of Commissioners hereby finds that approval of Invoice 60 (FINAL) is in the best interests of the District;

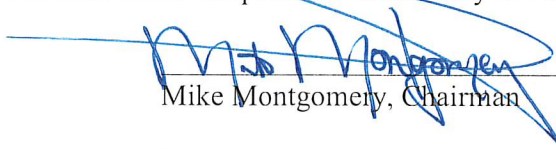
**IT IS THEREFORE ORDERED** by the Board of Commissioners of West Jackson County Utility District, that Contract Amendment 3, and Invoice 60 (FINAL) are hereby approved and authorized.

**IT IS FURTHER ORDERED** that the General Manager is authorized to execute any and all documents necessary for this purpose.

The motion to approve the foregoing Order was made by David Bannister, seconded by Bannister, and the following vote was recorded:

Chairman Montgomery Aye  
Commissioner Spiers Aye  
Commissioner Bannister Aye  
Commissioner Westfall Aye  
Commissioner David Aye

**WHEREUPON**, the Board of Commissioners of West Jackson County Utility District, declared the motion carried and the Order adopted this the 19<sup>th</sup> day of November, 2020.

  
Mike Montgomery, Chairman

ATTEST:

  
\_\_\_\_\_



**ORDER NUMBER \_\_\_\_\_**

**WHEREAS**, the West Jackson County Utility District seeks to acquire real property for certain District purposes;

**WHEREAS**, pursuant to Mississippi law, purchase of real property requires the establishment of Just Compensation; and

**WHEREAS**, West Jackson County Utility District has identified .7 acres of real property off of Lemoyne Blvd. (hereinafter, "the Property"), more specifically identified in the attached appraisal summary, that will be acceptable for this purpose; and

**WHEREAS**, Mississippi Code Annotated Section 43-37-3 provides the process for acquisition of real property and requires a public entity to obtain an appraisal before the initiation of negotiations; and

**WHEREAS**, West Jackson County Utility District has obtained an appraisal of the parcel at issue, a summary of which is attached herein and which has been delivered to the property owner; and

**WHEREAS**, based on the appraisal, the Board finds that the amount of \$54,000.00 is equal to or less than the fair market value of the Property, and is established as Just Compensation; and

**IT IS HEREBY ORDERED** by the West Jackson County Utility District, that "Just Compensation" for the relevant property in the amount of \$54,000.00 is hereby established, and the General Manager is hereby authorized to move forward with acquiring the Property at or below this amount.

**IT IS FURTHER ORDERED** by the Board of Commissioners that the General Manager is authorized to execute any and all documents required to initiate and close the sale of this property.

**IT IS FURTHER ORDERED** that Bordis & Danos, PLLC is authorized to conduct the closing.

**IT IS FURTHER ORDERED** that the General Manager is authorized to execute and any and all additional documentation required for this purpose.

The motion to approve the foregoing Order was made by Spiers, seconded by Westfall, and the following vote was recorded:

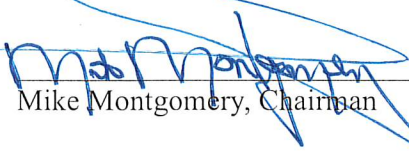
Chairman Montgomery  
Commissioner Spiers  
Commissioner Bannister

Aye  
Aye  
Aye

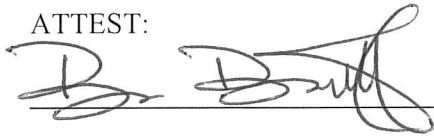
Commissioner Westfall  
Commissioner David

Aye  
Aye

WHEREUPON, the Board of Commissioners of West Jackson County Utility District, declared the motion carried and the Order adopted this the 25th day of March, 2021.

  
Mike Montgomery, Chairman

ATTEST:







ORDER NUMBER \_\_\_\_\_

**WHEREAS**, the West Jackson County Utility District (hereinafter, “the District”) adopted a Seven Year Capital Improvement Plan (hereinafter, “the Plan”); and

**WHEREAS**, Staff requests Board consideration and approval of an amendment to the Plan as indicated in the support documentation; and

**WHEREAS**, the Board of Commissioners hereby finds that amendment of this Plan is in the best interests of the District;

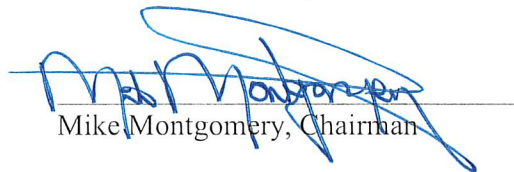
**IT IS THEREFORE ORDERED** by the Board of Commissioners of West Jackson County Utility District, that the attached amendment of the Plan is hereby approved and authorized.

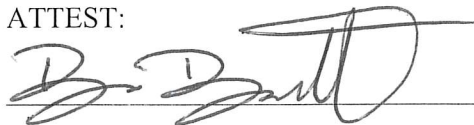
**IT IS FURTHER ORDERED** that the General Manager is authorized to execute any and all documents necessary for this purpose.

The motion to approve the foregoing Order was made by Bannister, seconded by David, and the following vote was recorded:

Chairman Montgomery Aye  
Commissioner Spiers Aye  
Commissioner Bannister Aye  
Commissioner Westfall Aye  
Commissioner David Aye

**WHEREUPON**, the Board of Commissioners of West Jackson County Utility District, declared the motion carried and the Order adopted this the 25<sup>th</sup> day of March 2021.

  
Mike Montgomery, Chairman

ATTEST:  






# West Jackson County Utility District

7312 Rose Farm Road  
Ocean Springs, MS 39564

P.O. Box 1230  
Ocean Springs, MS 39566-1230

Phone (228) 872-3898

Fax (228) 872-3861

## BOARD MEETING SIGN IN SHEET

DATE 3 / 25 / 2021

Biloxi RV

- 1: Mike Puraker Puraker
- 2: Marty McGeath P
- 3: Hobbs Mize
- 4: \_\_\_\_\_
- 5: \_\_\_\_\_
- 6: \_\_\_\_\_
- 7: \_\_\_\_\_
- 8: \_\_\_\_\_
- 9: \_\_\_\_\_
- 10: \_\_\_\_\_