CITY OF CLINTON
REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN
TUESDAY, JUNE 16, 2009 - 7:00 P.M.
MUNICIPAL COURTROOM – 305 MONROE STREET

WELCOME AND CALL TO ORDER Mayor Rosemary Aultman

INVOCATION AND PLEDGE OF ALLEGIANCE TO THE FLAG

The invocation was led by Alderman Greer followed by the pledge of allegiance to the flag led by Alderman Bishop.

ROLL CALL City Clerk, Russell Wall

Present:
Jehu Brabham – Alderman-at-Large
Tony Hisaw – Alderman Ward 1
Tony Greer – Alderman Ward 2
Mike Bishop – Alderman Ward 3
Kathy Peace – Alderwoman Ward 4
Mike Morgan – Alderman Ward 5
William Barnett – Alderman Ward 6

RECOGNITION

The Mayor recognized Megan Turcotte for being elected governor of Girls State.

APPROVAL OF CONSENT AGENDA ITEMS A - I

MOTION made by Alderman Greer and **SECONDED** by Alderman Brabham to approve the Consent Agenda Items A-I. Item C will serve to advertise favorably the opportunities, possibilities and resources of the City of Clinton. **MOTION CARRIED UNANIMOUSLY**

ADOPTION OF THE 2008-2009 AMENDED BUDGET FOR NEW AND EXISTING FUNDS

Upon presentation by Russell Wall, City Clerk, **MOTION** made by Alderman Brabham and **SECONDED** by Alderman Greer the board approved the adoption of the 2008-2009 amended budget for new and existing funds. A copy of the 2008-2009 amended budget is on file with the City Clerk. **MOTION CARRIED UNANIMOUSLY**

APPROVAL OF A RESOLUTION AUTHORIZING AND APPROVING THE MAYOR TO EXECUTE AN EQUIPMENT LEASE-PURCHASE AGREEMENT SUBJECT TO THE CITY ATTORNEY'S REVIEW WITH TRUSTMARK NATIONAL BANK FOR THE PURPOSE OF LEASE-PURCHASING FIVE (5) 2009 FORD CROWN VICTORIA POLICE CARS FOR THE POLICE DEPARTMENT

Upon presentation by Russell Wall, City Clerk, **MOTION** made by Alderwoman Peace and **SECONDED** by Alderman Morgan the board approved a resolution authorizing and approving the Mayor to execute an equipment Lease-Purchase Agreement subject to the City Attorney's review with Trustmark National Bank for the purpose of Lease-Purchasing five (5) 2009 Ford Crown Victoria police cars for the Police Department. A copy of the resolution and the agreement is on file with the City Clerk. **MOTION CARRIED UNANIMOUSLY**

APPROVAL OF THE LEASE-PURCHASE BID FROM TRUSTMARK NATIONAL BANK FOR ONE (1) FORD F250 CREW CAB 4WD PICK-UP TRUCK FOR THE FIRE DEPARTMENT

Upon presentation by Russell Wall, City Clerk, **MOTION** made by Alderman Bishop and **SECONDED** by Alderman Barnett the board approved the Lease-Purchase bid from Trustmark National Bank for one (1) Ford F250 Crew Cab 4WD Pick-up truck for the Fire Department. **MOTION CARRIED UNANIMOUSLY**

RECOGNITION

The Mayor recognized Mike Bishop and Bill Barnett and presented them plaques for their years of service with the city.

ADJOURN 7:31 P.M.

MOTION made by Alderman Brabham and **SECONDED** by Alderwoman Peace to adjourn until the next regular meeting of the Mayor and Board of Aldermen to be held on July 7, 2009 at 7:00 pm. **MOTION CARRIED UNANIMOUSLY**

APPROVED: Rosemary D. Aultman
Rosemary Aultman, Mayor

June 18, 2009
Date

ATTEST: Russell L Wall
Russell L. Wall, City Clerk

June 18, 2009
Date

CITY OF CLINTON OFFICIAL SEAL MISSISSIPPI

Interoffice
MEMORANDUM

To: Russell
From: Lucy Lucy
Date: June 10, 2009
Re: June 16th Agenda

Under recognitions for the next agenda please add Megan Turcotte. The Mayor will recognize her at the June 16th board meeting for being elected governor of Girls State.

from the desk of...

Lucy Lupo
Executive Asst. to the Mayor
City of Clinton
Post Office Box 156
Clinton, Mississippi 39060
Telephone: 601-925-6103
Fax: 601-924-0113

CITY OF CLINTON AGENDA ITEM FACT SHEET

BOARD MEETING DATE: June 16, 2009 AGENDA ITEM NO. 7

CONSENT AGENDA: TO:

FOR:

ACCOUNT NO:

INTRODUCED BY:

DISCUSSION/ACTION: Adoption of the 2008-2009 Amended Budget for New and Existing funds.

INTRODUCED BY: Russell Wall, City Clerk

BOARD ACTION: MOTION MADE BY: Brabham

SECONDED BY: Greer

VOTE CAST: TAKEN:	"AYE"	"NAY"	ACTION
Brabham	✓		
Hisaw	✓		
Greer	✓		
Bishop	✓		
Peace	✓		
Morgan	✓		
Barnett	✓		
Mayor Aultman			

AGENDA ITEMS MUST BE TURNED IN TO THE CITY CLERK WITH ALL ATTACHMENTS NO LATER THAN 5 P.M. ON THE WEDNESDAY PRECEEDING THE TUESDAY BOARD MEETING TO BE INCLUDED ON THE AGENDA. THIS DEADLINE GIVES THE CLERK TIME TO PREPARE THE AGENDA AND ALSO TO COPY THE AGENDA. PLEASE REMEMBER ALL OF THIS TAKES SOME TIME AND THIS IS WHY WE HAVE THIS DEADLINE. THANKS.

CITY OF CLINTON
GENERAL FUND (001)
Amended Budget of Estimated Receipts and Expenditures
For the Fiscal Year Ended September 30, 2009

	Adopted Budget for 2008-2009	Proposed Amendments	Amended Budget for 2008-2009
RECEIPTS			
Licenses and permits	980,000	(63,000)	917,000
Intergovernmental revenues	6,122,948	101,952	6,224,900
Charges for services	2,000	12,000	14,000
Fines and forfeitures	515,000	(39,000)	476,000
Interest earned	40,000	(20,000)	20,000
Miscellaneous	1,103,800	(235,594)	868,206
Total receipts, other than taxation	8,763,748	(243,642)	8,520,106
Beginning cash available	302,949	(462,346)	(159,397)
Total cash available, other than taxes	9,066,697	(705,988)	8,360,709
Property taxes	6,348,424	(53,000)	6,295,424
Total Receipts From All Sources	15,415,121	(758,988)	14,656,133
EXPENDITURES			
General government:			
Elected officials (001):			
Personal services	275,442	(1,082)	274,360
Supplies	12,000	(2,000)	10,000
Other services and charges	51,756	35,300	87,056
Capital outlay	0	0	0
Total elected officials	339,198	32,218	371,416
Court services (010):			
Personal services	140,471	(2,458)	138,013
Supplies	8,300	(2,000)	6,300
Other services and charges	104,390	19,000	123,390
Capital outlay	0	0	0
Total court services	253,161	14,542	267,703

CITY OF CLINTON
GENERAL FUND (001)
Amended Budget of Estimated Receipts and Expenditures
For the Fiscal Year Ended September 30, 2009

	Adopted Budget for 2008-2009	Proposed Amendments	Amended Budget for 2008-2009
EXPENDITURES (Cont'd)			
Administration (040):			
Personal services	286,295	312	286,607
Supplies	29,500	(10,200)	19,300
Other services and charges	238,782	(31,700)	207,082
Capital outlay	15,000	(15,000)	0
Total administration	569,577	(56,588)	512,989
Community development (090):			
Personal services	156,991	(15,553)	141,438
Supplies	14,000	(800)	13,200
Other services and charges	37,304	11,100	48,404
Capital outlay	16,000	3,266	19,266
Debt service	5,755	(2,390)	3,365
Total community development	230,050	(4,377)	225,673
Total general government	1,391,986	(14,205)	1,377,781
Public safety:			
Law enforcement (105):			
Personal services	3,048,289	40,113	3,088,402
Supplies	309,302	(25,103)	284,199
Other services and charges	255,047	74,000	329,047
Capital outlay	96,000	9,585	105,585
Debt service	69,342	(19,128)	50,214
Total law enforcement	3,777,980	79,467	3,857,447
Fire protection (160):			
Personal services	2,758,534	751	2,759,285
Supplies	169,000	20,820	189,820
Other services and charges	234,284	(7,199)	227,085
Capital outlay	498,000	(17,025)	480,975
Debt service	367,125	(49,859)	317,266
Total fire protection	4,026,943	(52,512)	3,974,431

CITY OF CLINTON
GENERAL FUND (001)
Amended Budget of Estimated Receipts and Expenditures
For the Fiscal Year Ended September 30, 2009

	Adopted Budget for 2008-2009	Proposed Amendments	Amended Budget for 2008-2009
EXPENDITURES (Cont'd)			
Inspection (180):			
Personal services	105,089	31	105,120
Supplies	11,240	0	11,240
Other services and charges	11,600	0	11,600
Capital outlay	0	0	0
Total inspection	127,929	31	127,960
Total public safety	7,932,852	26,986	7,959,838
Street (215):			
Personal services	985,215	16,772	1,001,987
Supplies	297,550	(31,400)	266,150
Other services and charges	608,624	(24,550)	584,074
Capital outlay	1,376,000	(237,555)	1,138,445
Debt service	119,199	(2,976)	116,223
Total street	3,386,588	(279,709)	3,106,879
Parks and recreation (305):			
Personal services	826,841	(10,793)	816,048
Supplies	170,200	300	170,500
Other services and charges	197,707	(7,731)	189,976
Capital outlay	38,700	(432)	38,268
Debt service	469,447	(3,426)	466,021
Total parks and recreation	1,702,895	(22,082)	1,680,813
4 C's (310):			
Other services and charges	20,000	0	20,000
Total 4 C's	20,000	0	20,000
Jackson/Hinds Library (315):			
Other services and charges	0	0	0
Total Jackson/Hinds Library	0	0	0
Economic development (400):			
Personal services	0	32,315	32,315
Supplies	2,600	0	2,600
Other services and charges	185,294	(32,315)	152,979
Capital outlay	0	0	0
Total economic development	187,894	0	187,894
Main street (401)			
Personal services	51,118	15	51,133
Supplies	6,400	0	6,400
Other services and charges	15,600	0	15,600
Total main street	73,118	15	73,133
Transfers and other charges (575)	147,984	0	147,984
Total expenditures	14,843,317	(288,995)	14,554,322
Ending cash available	571,804	(469,993)	101,811
Total Expenditures and Ending Cash Available	15,415,121	(758,988)	14,656,133

CITY OF CLINTON
TOURISM TAX FUND (100)
Amended Budget of Estimated Receipts and Expenditures
For the Fiscal Year Ended September 30, 2009

	Adopted Budget for 2008-2009	Proposed Amendments	Amended Budget for 2008-2009
RECEIPTS			
Tourism taxes	110,000	0	110,000
Interest earned	2,000	0	2,000
Rental income	1,000	0	1,000
Donations - private sources	1,500	0	1,500
Sales	31,000	0	31,000
Cost of sales	(20,000)	0	(20,000)
Other	0	0	0
Total receipts	125,500	0	125,500
Beginning cash available	77,190	59,258	136,448
Total Receipts From All Sources	202,690	59,258	261,948
EXPENDITURES			
Visitor center (320):			
Personal services	36,949	0	36,949
Supplies	6,850	2,000	8,850
Other services and charges	30,728	(2,000)	28,728
Capital outlay	0	0	0
Total visitor center	74,527	0	74,527
Tourism promotion (410):			
Other services and charges	93,500	0	93,500
Total tourism promotion	93,500	0	93,500
Transfers	0	0	0
Total expenditures	168,027	0	168,027
Ending cash available	34,663	59,258	93,921
Total Expenditures and Ending Cash Available	202,690	59,258	261,948

CITY OF CLINTON
SPECIAL LAW ENFORCEMENT FUND (110)
Amended Budget of Estimated Receipts and Expenditures
For the Fiscal Year Ended September 30, 2009

	Adopted Budget for 2008-2009	Proposed Amendments	Amended Budget for 2008-2009
RECEIPTS			
Participation receipts from forfeiture	25,000	0	25,000
Other receipts	3,500	0	3,500
Total receipts	28,500	0	28,500
Beginning cash available	66,225	5,303	71,528
Total Receipts From All Sources	94,725	5,303	100,028
EXPENDITURES			
Supplies	1,500	0	1,500
Other services	10,500	0	10,500
Capital outlay	40,734	0	40,734
Total expenditures	52,734	0	52,734
Ending cash available	41,991	5,303	47,294
Total Expenditures and Ending Cash Available	94,725	5,303	100,028

CITY OF CLINTON
CLINTON PKWY B & I FUND (200)
Amended Budget of Estimated Receipts and Expenditures
For the Fiscal Year Ended September 30, 2009

	Adopted Budget for 2008-2009	Proposed Amendments	Amended Budget for 2008-2009
RECEIPTS			
Homestead exemption reimbursement	0	0	0
Interest earned	0	0	0
Total receipts, other than taxation	0	0	0
Beginning cash available	47,242	2,744	49,986
Total cash available, other than taxes	47,242	2,744	49,986
Property taxes	327,292	0	327,292
Total Receipts From All Sources	374,534	2,744	377,278
EXPENDITURES			
Other services and charges	3,852	0	3,852
Debt service	310,600	0	310,600
Transfers	7,917	0	7,917
Total expenditures	322,369	0	322,369
Ending cash available	52,165	2,744	54,909
Total Expenditures and Ending Cash Available	374,534	2,744	377,278

CITY OF CLINTON
TIF BOND & INT FUND - U/A (210)
Amended Budget of Estimated Receipts and Expenditures
For the Fiscal Year Ended September 30, 2009

	Adopted Budget for 2008-2009	Proposed Amendments	Amended Budget for 2008-2009
RECEIPTS			
Interest earned	938	0	938
Transfers from other funds	22,324	680	23,004
Receipt from Hinds County	21,175	0	21,175
Total receipts	44,437	680	45,117
Beginning cash available	1,081	(643)	438
Total Receipts From All Sources	45,518	37	45,555
EXPENDITURES			
Debt service	45,518	37	45,555
Total expenditures	45,518	37	45,555
Ending cash available	0	0	0
Total Expenditures and Ending Cash Available	45,518	37	45,555

CITY OF CLINTON
TIF BOND & INT FUND - WALMART (215)
Amended Budget of Estimated Receipts and Expenditures
For the Fiscal Year Ended September 30, 2009

	Adopted Budget for 2008-2009	Proposed Amendments	Amended Budget for 2008-2009
RECEIPTS			
Transfers from other funds	75,510	0	75,510
Receipt from Hinds County	35,000	0	35,000
Total receipts	110,510	0	110,510
Beginning cash available	3,008	154	3,162
Total Receipts From All Sources	113,518	154	113,672
EXPENDITURES			
Debt service	110,510	0	110,510
Total expenditures	110,510	0	110,510
Ending cash available	3,008	154	3,162
Total Expenditures and Ending Cash Available	113,518	154	113,672

CITY OF CLINTON
TIF BD & INT FD - PKWY CTR (218)
Amended Budget of Estimated Receipts and Expenditures
For the Fiscal Year Ended September 30, 2009

	Adopted Budget for 2008-2009	Proposed Amendments	Amended Budget for 2008-2009
RECEIPTS			
Transfers from other funds	23,830	0	23,830
Receipt from Hinds County	0	0	0
Total receipts	23,830	0	23,830
Beginning cash available	882	53	935
Total Receipts From All Sources	24,712	53	24,765
EXPENDITURES			
Debt service	23,830	0	23,830
Total expenditures	23,830	0	23,830
Ending cash available	882	53	935
Total Expenditures and Ending Cash Available	24,712	53	24,765

CITY OF CLINTON
TIF BD & INT FD - PRUGON (219)
Amended Budget of Estimated Receipts and Expenditures
For the Fiscal Year Ended September 30, 2009

	Adopted Budget for 2008-2009	Proposed Amendments	Amended Budget for 2008-2009
RECEIPTS			
Transfers from other funds	57,590	0	57,590
Receipt from Hinds County	0	0	0
Total receipts	57,590	0	57,590
Beginning cash available	106	4,038	4,144
Total Receipts From All Sources	57,696	4,038	61,734
EXPENDITURES			
Debt service	57,590	0	57,590
Total expenditures	57,590	0	57,590
Ending cash available	106	4,038	4,144
Total Expenditures and Ending Cash Available	57,696	4,038	61,734

CITY OF CLINTON
CPSD BOND & INT FUND (220)
Amended Budget of Estimated Receipts and Expenditures
For the Fiscal Year Ended September 30, 2009

	Adopted Budget for 2008-2009	Proposed Amendments	Amended Budget for 2008-2009
RECEIPTS			
Total receipts, other than taxation	0	0	0
Beginning cash available	0	0	0
Total cash available other than taxes	0	0	0
Property taxes	0	0	0
Total Receipts From All Sources	0	0	0
EXPENDITURES			
Other services and charges	0	0	0
Debt service	0	0	0
Total expenditures	0	0	0
Ending cash available	0	0	0
Total Expenditures and Ending Cash Available	0	0	0

CITY OF CLINTON
HAMPSTEAD BLVD B & I FUND (225)
Amended Budget of Estimated Receipts and Expenditures
For the Fiscal Year Ended September 30, 2009

	Adopted Budget for 2008-2009	Proposed Amendments	Amended Budget for 2008-2009
RECEIPTS			
Homestead exemption reimbursement	0	0	0
Interest earned	0	0	0
Transfers	0	46,897	46,897
Special assessments	28,930	0	28,930
Total receipts, other than taxation	28,930	46,897	75,827
Beginning cash available	6,672	(88,179)	(81,507)
Total cash available other than taxes	35,602	(41,282)	(5,680)
Property taxes	311,707	0	311,707
Total Receipts From All Sources	347,309	(41,282)	306,027
EXPENDITURES			
Other services and charges	3,668	0	3,668
Debt service	294,819	0	294,819
Transfers	7,540	0	7,540
Total expenditures	306,027	0	306,027
Ending cash available	41,282	(41,282)	0
Total Expenditures and Ending Cash Available	347,309	(41,282)	306,027

CITY OF CLINTON
QUISENBERRY LIBRARY B & I FUND (226)
Amended Budget of Estimated Receipts and Expenditures
For the Fiscal Year Ended September 30, 2009

	Adopted Budget for 2008-2009	Proposed Amendments	Amended Budget for 2008-2009
RECEIPTS			
Homestead exemption reimbursement	4,000	0	4,000
Interest earned	10,000	0	10,000
Total receipts, other than taxation	14,000	0	14,000
Beginning cash available	0	480,928	480,928
Total cash available other than taxes	14,000	480,928	494,928
Property taxes	666,273	0	666,273
Total Receipts From All Sources	680,273	480,928	1,161,201
EXPENDITURES			
Other services and charges	7,841	0	7,841
Debt service	629,000	0	629,000
Transfers	16,115	0	16,115
Total expenditures	652,956	0	652,956
Ending cash available	27,317	480,928	508,245
Total Expenditures and Ending Cash Available	680,273	480,928	1,161,201

CITY OF CLINTON
CDBG - MEGA PLASTICS FUND (302)
Amended Budget of Estimated Receipts and Expenditures
For the Fiscal Year Ended September 30, 2009

	Adopted Budget for 2008-2009	Proposed Amendments	Amended Budget for 2008-2009
RECEIPTS			
Grant income - State of Miss	0	0	0
Interest earned	0	0	0
Other revenue	0	0	0
Total receipts	0	0	0
Beginning cash available	0	0	0
Total Receipts From All Sources	0	0	0
EXPENDITURES			
Other services	0	0	0
Total expenditures	0	0	0
Ending cash available	0	0	0
Total Expenditures and Ending Cash Available	0	0	0

CITY OF CLINTON
NORTHSIDE CORRIDOR - PHASE I FUND (315)
Amended Budget of Estimated Receipts and Expenditures
For the Fiscal Year Ended September 30, 2009

	Proposed Budget for 2008-2009	Proposed Amendments	Amended Budget for 2008-2009
RECEIPTS			
Grant income - MDOT	420,000	42,610	462,610
Interest earned	0	0	0
Other borrowing	0	0	0
Transfer from other funds	0	0	0
Total receipts	420,000	42,610	462,610
Beginning cash available	155,896	(198,506)	(42,610)
Total Receipts From All Sources	575,896	(155,896)	420,000
EXPENDITURES			
Supplies	200,000	0	200,000
Other services	220,000	0	220,000
Total expenditures	420,000	0	420,000
Ending cash available	155,896	(155,896)	0
Total Expenditures and Ending Cash Available	575,896	(155,896)	420,000

CITY OF CLINTON
PUBLIC WORKS CONSTR PROJ FUND (325)
Amended Budget of Estimated Receipts and Expenditures
For the Fiscal Year Ended September 30, 2009

	Adopted Budget for 2008-2009	Proposed Amendments	Amended Budget for 2008-2009
RECEIPTS			
Proceeds from borrowings	0	0	0
Interest earned	0	0	0
Transfers from other funds	0	0	0
Total receipts	0	0	0
Beginning cash available	0	0	0
Total Receipts From All Sources	0	0	0
EXPENDITURES			
Other services	0	0	0
Total expenditures	0	0	0
Ending cash available	0	0	0
Total Expenditures and Ending Cash Available	0	0	0

CITY OF CLINTON
LIBRARY CONSTR PROJ FUND (327)
Amended Budget of Estimated Receipts and Expenditures
For the Fiscal Year Ended September 30, 2009

	Proposed Budget for 2008-2009	Proposed Amendments	Amended Budget for 2008-2009
RECEIPTS			
Transfers from other funds	0	0	0
Sale of bonds	0	0	0
Cost of bond issue	0	0	0
Other revenue	0	0	0
Total receipts	0	0	0
Beginning cash available	8,280,609	(952,744)	7,327,865
Total Receipts From All Sources	8,280,609	(952,744)	7,327,865
EXPENDITURES			
Other services	3,175,000	2,000,000	5,175,000
Transfers	0	0	0
Total expenditures	3,175,000	2,000,000	5,175,000
Ending cash available	5,105,609	(2,952,744)	2,152,865
Total Expenditures and Ending Cash Available	8,280,609	(952,744)	7,327,865

CITY OF CLINTON
PARKS & REC CONSTR PROJ FUND (328)
Amended Budget of Estimated Receipts and Expenditures
For the Fiscal Year Ended September 30, 2009

	Adopted Budget for 2008-2009	Proposed Amendments	Amended Budget for 2008-2009
RECEIPTS			
Proceeds from borrowings	0	0	0
Interest earned	0	0	0
Total receipts	0	0	0
Beginning cash available	81,419	1,539	82,958
Total Receipts From All Sources	81,419	1,539	82,958
EXPENDITURES			
Other services	81,419	0	81,419
Total expenditures	81,419	0	81,419
Ending cash available	0	1,539	1,539
Total Expenditures and Ending Cash Available	81,419	1,539	82,958

CITY OF CLINTON
HAMPSTEAD BLVD CONSTR PROJ (330)
Amended Budget of Estimated Receipts and Expenditures
For the Fiscal Year Ended September 30, 2009

	Adopted Budget for 2008-2009	Proposed Amendments	Amended Budget for 2008-2009
RECEIPTS			
Interest earned	0	0	0
Proceeds from borrowings	0	0	0
Total receipts	0	0	0
Beginning cash available	342,061	3,693	345,754
Total Receipts From All Sources	342,061	3,693	345,754
EXPENDITURES			
Other services	303,000	0	303,000
Transfers	240,000	(240,000)	0
Total expenditures	543,000	(240,000)	303,000
Ending cash available	(200,939)	243,693	42,754
Total Expenditures and Ending Cash Available	342,061	3,693	345,754

CITY OF CLINTON
TIF CONSTR PROJ - PRUGON (352)
Amended Budget of Estimated Receipts and Expenditures
For the Fiscal Year Ended September 30, 2009

	Adopted Budget for 2008-2009	Proposed Amendments	Amended Budget for 2008-2009
RECEIPTS			
Interest earned	0	0	0
Proceeds from borrowings	0	0	0
Total receipts	0	0	0
Beginning cash available	0	0	0
Total Receipts From All Sources	0	0	0
EXPENDITURES			
Other services	0	0	0
Total expenditures	0	0	0
Ending cash available	0	0	0
Total Expenditures and Ending Cash Available	0	0	0

CITY OF CLINTON
WATER AND SEWER OPERATIONS FUND (400)
Amended Budget of Estimated Receipts and Expenditures
For the Fiscal Year Ended September 30, 2009

	Adopted Budget for 2008-2009	Proposed Amendments	Amended Budget for 2008-2009
RECEIPTS			

Rents	64,000	0	64,000
Water sales	2,865,826	0	2,865,826
Sewer service charges	2,310,000	0	2,310,000
Fees and service charges	326,000	0	326,000
Interest	78,000	0	78,000
Proceeds from loans	0	0	0
Other	0	0	0
Total receipts	5,643,826	0	5,643,826
Beginning cash available	918,968	465,322	1,384,290
Total Receipts From All Sources	6,562,794	465,322	7,028,116
EXPENDITURES			

Water operations:			
Personal services	918,831	0	918,831
Supplies	316,000	0	316,000
Other services and charges	564,774	0	564,774
Capital outlay	71,000	0	71,000
Debt service	529,206	0	529,206
Transfers	0	0	0
Total water operations	2,399,811	0	2,399,811
Sewer operations:			
Personal services	765,738	0	765,738
Supplies	361,000	0	361,000
Other services and charges	953,182	100,000	1,053,182
Capital outlay	25,000	0	25,000
Debt service	1,152,321	0	1,152,321
Total sewer operations	3,257,241	100,000	3,357,241
Total expenditures	5,657,052	100,000	5,757,052
Ending cash available	905,742	365,322	1,271,064
Total Expenditures and Ending Cash Available	6,562,794	465,322	7,028,116

CITY OF CLINTON
GARBAGE COLLECTION FUND (450)
Amended Budget of Estimated Receipts and Expenditures
For the Fiscal Year Ended September 30, 2009

	Adopted Budget for 2008-2009	Proposed Amendments	Amended Budget for 2008-2009
RECEIPTS			
Refuse collection charges	1,461,600	0	1,461,600
Interest earned	10,000	0	10,000
Total receipts	1,471,600	0	1,471,600
Beginning cash available	623,665	(51,365)	572,300
Total Receipts From All Sources	2,095,265	(51,365)	2,043,900
EXPENDITURES			
Supplies	61,500	0	61,500
Other services and charges	1,442,822	0	1,442,822
Capital outlay	0	0	0
Debt service	21,305	0	21,305
Total expenditures	1,525,627	0	1,525,627
Ending cash available	569,638	(51,365)	518,273
Total Expenditures and Ending Cash Available	2,095,265	(51,365)	2,043,900

CITY OF CLINTON
SELF-FUNDED GROUP INS FUND (500)
Amended Budget of Estimated Receipts and Expenditures
For the Fiscal Year Ended September 30, 2009

	Adopted Budget for 2008-2009	Proposed Amendments	Amended Budget for 2008-2009
RECEIPTS			
Contributions from participants	1,268,056	0	1,268,056
Other receipts	0	226,397	226,397
Total receipts	1,268,056	226,397	1,494,453
Beginning cash available	73,660	(291,608)	(217,948)
Total Receipts From All Sources	1,341,716	(65,211)	1,276,505
EXPENDITURES			
Other services and charges	1,276,505	0	1,276,505
Total expenditures	1,276,505	0	1,276,505
Ending cash available	65,211	(65,211)	0
Total Expenditures and Ending Cash Available	1,341,716	(65,211)	1,276,505

CITY OF CLINTON
UNEMPLOYMENT COMPENSATION FUND (603)
Amended Budget of Estimated Receipts and Expenditures
For the Fiscal Year Ended September 30, 2009

	Adopted Budget for 2008-2009	Proposed Amendments	Amended Budget for 2008-2009
RECEIPTS			
Contributions from funds	0	0	0
Total receipts	0	0	0
Beginning cash available	20,359	9,428	29,787
Total Receipts From All Sources	20,359	9,428	29,787
EXPENDITURES			
Other services and charges	15,000	0	15,000
Total expenditures	15,000	0	15,000
Ending cash available	5,359	9,428	14,787
Total Expenditures and Ending Cash Available	20,359	9,428	29,787

CITY OF CLINTON AGENDA ITEM FACT SHEET

BOARD MEETING DATE: June 16, 2009 AGENDA ITEM NO. 8

CONSENT AGENDA: TO:

FOR:

ACCOUNT NO:

INTRODUCED BY:

DISCUSSION/ACTION: Approval of a resolution authorizing and approving the Mayor to execute an equipment Lease-Purchase agreement subject to the City Attorney's review with Trustmark National Bank for the purpose of Lease-Purchasing five (5) 2009 Ford Crown Victoria police cars.

INTRODUCED BY: Russell Wall, City Clerk

BOARD ACTION:

MOTION MADE BY: Peace

SECONDED BY: Morgan

VOTE CAST: TAKEN:	"AYE"	"NAY"	ACTION
Brabham	✓		
Hisaw	✓		
Greer	✓		
Bishop	✓		
Peace	✓		
Morgan	✓		
Barnett	✓		
Mayor Aultman			

AGENDA ITEMS MUST BE TURNED IN TO THE CITY CLERK WITH ALL ATTACHMENTS NO LATER THAN 5 P.M. ON THE WEDNESDAY PRECEEDING THE TUESDAY BOARD MEETING TO BE INCLUDED ON THE AGENDA. THIS DEADLINE GIVES THE CLERK TIME TO PREPARE THE AGENDA AND ALSO TO COPY THE AGENDA. PLEASE REMEMBER ALL OF THIS TAKES SOME TIME AND THIS IS WHY WE HAVE THIS DEADLINE. THANKS.

RESOLUTION AUTHORIZING AND APPROVING EXECUTION OF AN EQUIPMENT LEASE-PURCHASE AGREEMENT WITH TRUSTMARK NATIONAL BANK FOR THE PURPOSE OF LEASE-PURCHASING CERTAIN EQUIPMENT

WHEREAS, the Mayor and the Board of Aldermen, the Governing Body (the "Governing Body") of the City of Clinton, Mississippi (the "Lessee"), acting for and on the behalf of the Lessee hereby finds, determines and adjudicates as follows:

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

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

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

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

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

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

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

Section 2. The Agreement is being issued in calendar year 2009.

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

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

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

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

Section 7. In calendar year 2009, Lessee has designated $182,611.00 of tax-exempt obligations (including the Agreement) as qualified tax-exempt obligations. Including the Agreement herein so designated, Lessee will not designate more than $10,000,000 of obligations issued during calendar year 2009 as qualified tax-exempt obligations.

Section 8. Lessee reasonably anticipates that the total amount of tax-exempt obligations (other than private activity bonds) to be issued by lessee during calendar year 2009 will not exceed $10,000,000.

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

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

Following the reading of the foregoing resolution Alderman Brabham moved that the foregoing resolution be adopted; Alderman Barnett seconded the motion for its adoption. The Mayor put the question to a roll call vote and the result was as follows:

Alderman Brabham	AYE
Alderman Hisaw	AYE
Alderman Greer	AYE
Alderman Bishop	AYE
Alderwoman Peace	AYE
Alderman Morgan	AYE
Alderman Barnett	AYE

The motion having received the affirmative vote of all members present, the Mayor declared the motion carried and the resolution adopted this the 16th day of June 2009.

Rosemary G. Aultman, Mayor

ATTEST:

Russell L. Wall, City Clerk

(SEAL)

CITY OF CLINTON OFFICIAL SEAL MISSISSIPPI

Trustmark National Bank
1151 Pinehaven Rd
Clinton, MS 39056
601-354-5948 Phone
601-944-7999 Fax

Trustmark

January 23, 2009

Rosemary Aultman, Mayor
City of Clinton, Mississippi
P. O. Box 156
Clinton, Miss. 39060

Dear Mayor Aultman:

I am pleased to inform you that Trustmark National Bank "Trustmark/Bank" has approved the following financing "Commitment" for the City of Clinton Mississippi "City":

Amount: $105,585.00 (One Hundred Five Thousand Five Hundred Eighty Five Dollars), "Lease-Purchase".

Purpose: To fund the lease purchase of five (5) 2008 Ford Crown Victoria Police Cars for the Police Department.

Terms: 36 monthly payments each in the amount of $3,081.71. The total repayment for this loan will be 36 @ $3,081.71 = $110,941.56.

Interest Rate: The interest rate will be fixed at 3.20**%** for the entire term of the lease purchase.

Collateral: This Lease-Purchase will be secured by a first lien, provided for in the Lease Purchase Agreement, covering five (5) 2008 Ford Crown Victoria Police Cars.

Fees: There will be no fees charged to the City for this financing.

Prepayment: This Lease-Purchase does not have a prepayment penalty.

This offer is subject to the following general terms and conditions:

1. **AUTHORITY**: The Lease and other documentation will be authorized and entered into in accordance with State law. An opinion of counsel regarding the legality of the transaction will be required. Further, this transaction must be designated by a resolution or order of the Board Of Aldermen ("the Board") as a "qualified tax exempt obligation" pursuant to Section 265 of the Internal Revenue Code.

2. **DOCUMENTATION**: Trustmark will provide the Lease-Purchase Agreement needed to undertake this transaction at no cost to the City. The City agrees to provide to Trustmark other customary documentation for this type transaction including, but not limited to, an **opinion of counsel to the effect that the interest payments are exempt from all federal and state taxation**. The City will also complete an IRS Form 8038-G in a timely manner and provide a copy to Trustmark.

3. **EXPIRATION:** The aforementioned quote will expire at midnight, February 16, 2009, unless accepted prior to then by the City or extended by mutual agreement between Trustmark and the City.

I hope that you find the terms and conditions set out in this Commitment acceptable. If so, please acknowledge your acceptance by signing one copy of this letter at the bottom and returning it to me in the enclosed envelope.

Sincerely,
Nolan Aikens
Nolan Aikens
Vice President

Acceptance

The terms and conditions of this Commitment are accepted this the 3rd day of FEBRUARY, 2009.

The City of Clinton Mississippi

By: Rosemary G. Aultman Mayor
Title

Police Department

Trustmark

Public Finance
Commercial Loan Application

Branch/RC No. 512/8017 Officer No.: 139
Note No.: ______ Sec. Off.: 615
Check No.: ______

Date: 1-23-09

Customer Information Physical Address (if nec.):

Customer Name/Address: City of Clinton	Telephone: Home: Business: 601-924-5462	SSN/Tax Id (of 1st name shown) 64-6000260
300 Jefferson Street Clinton, Ms 39056	Type Account: Individual; __ Partnership; __ Corporation; __ Fiduciary; __ Nonprofit Organization; __ Professional Association	Business of Customer: City Government; SIC: 92-1120
Purpose of Loan: Lease-Purchase		Financial Statement: Date 9-30-07; Net Worth: 67,845,681; Net Profit After: Taxes/Income: 23,021,142; x Infile; __ Requested; x Audited; __ Unaudited
Repayment Source: Annual Appropriation		

Transaction

Amount: $ 105,585.00

Maturity Terms: 36 mths, mthly pay

x New Note ___ Renewal ___ Participation
___ Line/Credit ___ Set Up ___ Renewal ___ Non-Revol.
1st Advance $ ______ Revolving

See attached Amortization Schedule

LINE FEES CHARGED Yes ___ No x

___ ______ % of Total Line*
___ ______ % of unadvanced*
___ ______ % of O/S Balance*
___ $ ______ one time comm. fee
___ other ______
(inspection fees, etc.)
* Frequency ______

Pricing

x	Fixed Interest Rate of 3.20 %			5	Public Fund Loan Type
___	TNB Variable Interest Rate	Plus ___	___ Other ___	x	Bank Qualified
___	Discount Rate	Plus ___	___ Other ___	___	Non Bank Qualified
___	Other Index ___	Plus ___	___ Other ___	x	Federal Tax Exempt
___	Initial Rate ___	Plus ___	___ Ceiling ___	x	State Tax Exempt
	ACCRUAL METHOD			D	Tax Code

___ 360 / Actual Day ___ 365 / Actual Day x 360 / 30 Day Month

Collateral (Detail all collateral including value and source of value. See reverse for real estate. Include vehicle make, model, SN & odometer reading.)

(1) 2009 Crown Victoria Vin #2FAHP71V39X135270
(1) 2009 Crown Victoria Vin #2FAHP71V09X135274
(1) 2009 Crown Victoria Vin #2FAHP71V59X135271
(1) 2009 Crown Victoria Vin #2FAHP71V99X135273
(1) 2009 Crown Victoria Vin #2FAHP71V79X135272

Risk Rating: 3

Number Times Renewed: ______ Last Prin. Red. Date: ______ Orig. Date/Amount: ______

Co-Makers, Partners, Guarantors:

(Attach additional sheet with same format if additional space is needed.)

Name/Address ___ Co-Maker	___ Partner ___ Guaranty dated ___	in the amount of $ ___	
	F/S dated ___ N/W ___	Income of $ ___	
	SSN ___	Tel # ___	
Name/Address ___ Co-Maker	___ Partner ___ Guaranty dated ___	in the amount of $ ___	
	F/S dated ___ N/W ___	Income of $ ___	
	SSN ___	Tel # ___	
Name/Address ___ Co-Maker	___ Partner ___ Guaranty dated ___	in the amount of $ ___	
	F/S dated ___ N/W ___	Income of $ ___	
	SSN	Tel #	

If secured by Real Estate (business purpose only) complete the following:

___ Purchase
___ Equity
___ Improve rental property
Other Refinance

___ Construction
___ Residential Spec.
___ Residential Custom
___ Residential Dev.
___ Income Producing

___ Owner Occupied
___ Rental
___ Resale

___ Residential
___ Commercial
Land Only

___ First Mortgage
Second Mortgage

Take out: ___ TNB ___ Other ___ None

Market Value Of Property $	Appraised By	Date of Appraisal
Amount of Existing Mtg. $	Mortgagee	Attorney
Equity: $	Insurance Amount	Insurance Company
Amount This Loan:	Purchase Price	Street Address
Percent - Total Loans to Value %	Comments	

Insurance (coverage on all collateral except Real Estate)

Has insurance coverage been verified x Yes ___ No
Have you requested a copy of the policy showing Trustmark as loss payee ___ Yes ___ No
Agent name SELF Amount Required $ ___
Agent Address Telephone Number

Disbursement Instructions

___ Deposit check to maker's Account # ___ ___ Issue out of bank check to ___
Special Instructions, wires, etc.: ___

Additional Information

Note will be signed by (business loans only):

Name Rosemary G. Quetman

Name ___

Borrowing Resolution in file x Yes No

___ Politician
x City ___ State
___ County ___ Federal

___ Insider
___ Officer
___ Director
___ Stockholder

Office held:

Debt Summary:

Present Debt		$ 109,706
This Request	+	$ ___
Total		$ ___

Related Debt:
___ $ ___
___ $ ___

Credit Life ___ Yes Single ___ DOB
Insurance x No Joint ___ DOB
Charge account for payments ___ Yes ___ No
DDA A/C # Bal.

___ Approved
Senior Loan Committee: ___
Commercial Loan Comm: ___
Problem Loan Committee: ___
Other:

Comments:

lease-purchase

___ Declined (see reasons in comments section)
Gross revenue amount: $ 13,298,650.00
Loan Officer Co-Officer
Nolan Ack VP

LEASE-PURCHASE AGREEMENT

Between

TRUSTMARK NATIONAL BANK

As Lessor

and

the

CITY OF CLINTON, MISSISSIPPI

As Lessee

Dated as of the 16th day of June 2009

THIS LEASE-PURCHASE AGREEMENT ("Lease") dated as of the **16TH** day of **JUNE 2009** between Trustmark National Bank, a national banking association organized and existing under the laws of the United States of America, as lessor ("Lessor") whose address is **1151 PINEHAVEN BLVD., CLINTON, MS, 39056 and CITY OF CLINTON, MISSISSIPPI**, as lessee ("Lessee"), whose address is **P.O. BOX 156, CLINTON, MS, 39060**.

RECITALS

Lessee is authorized by law to acquire items of property as are needed to carry out its governmental functions and to acquire such property by entering into lease-purchase agreements.

Lessee has determined that it is necessary for it to acquire the hereafter described Equipment.

Lessor is willing to acquire such items of Equipment and to lease them to Lessee pursuant to this Lease.

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

AGREEMENTS

ARTICLE I

DEFINITIONS

Section 1.1. Definitions. Unless the context otherwise requires, the terms defined in this Section shall have the meanings herein specified.

Code: The Internal Revenue Code of 1986, as amended.

Contractor: The manufacturer(s) or vendor(s) from whom Lessee has ordered or will order or with whom Lessee has contracted or will contract for the manufacture, delivery, sale and/or installation of the Equipment.

Equipment: The property described in Exhibit A.

Fiscal Year: The twelve months fiscal period of Lessee which commences on **SEPTEMBER 30TH** in every year and ends on the following **SEPTEMBER 30TH**.

Governing Body: The **MAYOR and BOARD OF ALDERMEN** of the Lessee.

Interest Component: The portion of any Rental Payment designed as interest as shown in Exhibit B.

Net Proceeds: Any insurance proceeds or condemnation award paid with respect to the Equipment remaining after payment therefrom of all expenses incurred in the collection thereof.

Non-appropriation: The failure of the Governing Body to appropriate money for any Fiscal Year of Lessee sufficient for the continued performance of this Lease by Lessee.

Payment Date: The date upon which any Rental Payment is due and payable as provided in Exhibit B.

Permitted Encumbrances: At any particular time: (i) liens on Lessee's interest in the Equipment for taxes and assessments not then delinquent, (ii) this Lease and any amendments hereto, (iii) Lessor's interest in the Equipment, and (iv) any mechanic's, laborer's, materialmen's, supplier's or vendor's lien or right which secures an amount not then due and owing for goods or services.

Principal Component: The portion of any Rental Payment designed as principal in Exhibit B.

Purchase Option Price: With respect to the Equipment, as of the Payment Dates specified in Exhibit C, the amount set forth opposite such date assuming all Rental Payments and other amounts due from Lessee to Lessor have been paid as and when due.

Rental Payment: The payment due from Lessee to Lessor on each Payment Date during the Term as shown in Exhibit B.

Specifications: The bid specifications and/or purchase order pursuant to which Lessee ordered the Equipment from a Contractor.

State: The State of Mississippi.

State and Federal Law or Laws: The Constitution and any laws of the State and any rule or regulation of any agency or political subdivision of the State; and any law of the United States, and any rule or regulation of any agency of the United States.

Term: Unless sooner terminated pursuant to the provisions of this Lease, the period of time commencing upon the date of the execution hereof and ending on **16TH** day of **JUNE 2012.**

ARTICLE II

REPRESENTATIONS, COVENANTS AND WARRANTIES

Section 2.1. Representations, Covenants and Warranties of Lessee. Lessee represents, warrants and covenants as follows:

(a) Lessee is a **MUNICIPALITY**, which is a political subdivision of the State, duly organized and existing under the Constitution and laws of the State.

(b) Lessee is authorized under the Constitution and laws of the State to enter into this Lease and the transactions contemplated hereby, and to perform all of its obligations hereunder.

(c) The official of Lessee executing this Lease has been duly authorized to execute and deliver this Lease under the terms and provisions of a resolution of Lessee's Governing Body, or by other appropriate official action.

(d) In authorizing and executing this Lease, Lessee has complied with all public bidding and other State and Federal laws applicable to this Lease and the acquisition of the Equipment by Lessee.

(e) The Equipment will be used only to carry out the governmental purposes and to perform essential governmental functions of Lessee.

(f) Upon delivery and installation of the Equipment, Lessee will provide Lessor with a completed and executed Certificate of Acceptance in the form attached hereto as Exhibit D. If Lessee fails to execute and deliver a Certificate of Acceptance within 5 business days after delivery and installation of the Equipment, Lessee shall be deemed to have done so.

(g) Upon the execution of this Lease, Lessee will provide to Lessor an opinion of its legal counsel in the form attached hereto as Exhibit E.

(h) Upon the execution of this Lease, unless waived by Lessor, Lessee will provide to Lessor a Federal Tax Certificate in the form attached hereto as Exhibit F.

Section 2.2. Representations, Covenants and Warranties of Lessor. Lessor represents, covenants and warrants as follows:

(a) Lessor is a national banking association, duly organized, validly existing and in good standing under the laws of the United States of America.

(b) Lessee is duly authorized to transact business in the State; has the power to own and lease the Equipment; and has duly authorized the execution and delivery of this Lease.

ARTICLE III

LEASE OF EQUIPMENT

Section 3.1. Lease. Subject to and conditioned upon the delivery of the Equipment by Contractor, Lessor hereby leases the Equipment to Lessee, and Lessee hereby leases the Equipment from Lessor, upon the terms and conditions set forth in this Lease.

Section 3.2. Possession and Enjoyment. Lessor hereby covenants to provide Lessee during the Term of this Lease with the quiet use and enjoyment of the Equipment.

Section 3.3. Lessor Access to Equipment. The Lessee agrees that Lessor shall have the right, at all reasonable times, to examine and inspect the Equipment and to maintain and care for same if Lessee fails to perform its obligations hereunder.

ARTICLE IV

TERM OF LEASE

Section 4.1. Lease Term. This Lease shall be in effect for the Term.

Section 4.2. Termination Due To Non-Appropriation. In the sole event of Non-appropriation prior to an event of default, Lessee shall have the right to terminate this Lease, in whole, but not in part, at the end of any Fiscal Year of Lessee, in the manner and subject to the terms specified in this Section and Sections 4.4 and 4.6. Lessee may effect such termination by giving Lessor written notice of termination and by paying to Lessor all Rental Payments which are due through the date of termination. Lessee shall endeavor to give Lessor not less than 60 days prior written notice of termination and shall notify Lessor as soon as reasonably possible of any anticipated termination. In the event of termination of this Lease as provided in this Section, Lessee shall deliver possession of the Equipment to Lessor in accordance with Section 12.3, and shall execute any documents reasonably requested by Lessor to release its interest in the Equipment.

Section 4.3. Intent to Continue Lease Term; Appropriations. Lessee presently intends to continue this Lease for its entire Term and to pay all Rental Payments specified in Exhibit B. The appropriate department representative of Lessee will include in its budget request for each Fiscal Year the Rental Payments to become due in such Fiscal Year, and will use all reasonable and lawful means at its disposal to secure the appropriation of money for such Fiscal Year sufficient to pay the Rental Payments coming due for such Fiscal Year. Lessee reasonably believes that moneys in an amount sufficient to make all such Rental Payments can and will lawfully be appropriated and made available for this purpose.

Section 4.4. Effect of Termination. Upon termination of this Lease as provided in Section 4.2, Lessee shall not be responsible for the payment of any Rental Payments coming due with respect to succeeding Fiscal Years, but if Lessee has not delivered possession of the Equipment to Lessor in accordance with Section 12.3 and released and conveyed its interest in the Equipment to Lessor within ten days after the termination of this Lease, the termination shall nevertheless be effective, but Lessee shall be responsible for the payment of damages in an amount equal to the amount of the Rental Payments coming due for the period during which Lessee fails to take such actions and for any other loss suffered by Lessor as a result of Lessee's failure to take such actions.

Section 4.5. Nonsubstitution. If this Lease is terminated by Lessee in accordance with Section 4.2, Lessee agrees that for a period of one year after termination, to the extent allowed by law, it will not purchase or lease other property or contract with any third party to perform the same functions as, or functions taking the place of, those performed by the Equipment; provided, however, that this restriction shall not be applicable in the event the Equipment previously has been sold by Lessor and the amount received from such sale, less all costs of such sale, is sufficient to pay the Purchase Option Price applicable through the last Rental Payment.

Section 4.6. Termination of Lease Term. The Term of this Lease will terminate upon the occurrence of the first of the following events:

(a) the termination thereof by Lessee in accordance with Section 4.2;

(b) the exercise by Lessee of its option to purchase the Equipment pursuant to Article X;

(c) a default by Lessee and Lessor's election to terminate this Lease pursuant to Article XII; or

(d) the expiration of the Term if Lessee has made all Rental Payments required Lessee hereunder as and when due and has otherwise performed its obligations hereunder.

ARTICLE V

RENTAL PAYMENTS

Section 5.1. Rental Payments. Lessee agrees to pay Rental Payments during the Term of the Lease in the amounts and on the dates specified in Exhibit B. All Rental Payments shall be paid to Lessor at its offices at the address specified in the first paragraph of this Lease or to such other person or entity and at such other places as Lessor may, from time to time, designate by written notice to Lessee. If any Rental Payment is not paid within 10 days of the due date thereof, to the extent allowed by law, Lessee shall also be liable to Lessor for a late payment charge equal to the greater of $50.00 or four percent of the amount of the delinquency plus interest on the amount of the delinquency at the per annum rate of interest equal to the lesser of 11 percent or the maximum rate allowed by law.

Section 5.2. Current Expense. Lessor and Lessee agree that the intent of this Lease is that the obligations of Lessee under this Lease, including its obligation to pay the Rental Payments due with respect to the Equipment, in any Fiscal Year for which this Lease is in effect, shall constitute a current expense of Lessee for such Fiscal Year and shall not constitute an indebtedness of Lessee within the meaning of the Constitution and laws of the State. Nothing herein shall constitute a pledge by Lessee for the benefit of Lessee of any taxes or other moneys in the annual budget of Lessee (or the proceeds or net proceeds of the Equipment) to the payment of any Rental Payment or other amount due hereunder.

Section 5.3. Principal and Interest Components. Each Rental Payment consists of a Principal Component and an Interest Component, all as more fully described in Exhibit B.

Section 5.4. Rental Payments to be Unconditional. Except as provided in Section 4.2, the obligation of Lessee to make Rental Payments and other payments required hereunder shall be absolute and unconditional. Notwithstanding any dispute between Lessee and Lessor or any other person, Lessee shall make all such payments required hereunder as and when due and shall not withhold any such payment pending final resolution of such dispute nor shall Lessee assert any right of set-off or counterclaim against its obligation to make such payments. Lessee's obligation to make any payment required hereunder shall not be abated through accident or unforeseen circumstances. However, nothing herein shall be construed to release Lessor from the performance of its obligations hereunder; and if Lessor should fail to perform any such obligation, Lessee may institute such legal action against Lessor as Lessee may deem necessary to compel the performance of such obligation or to recover damages therefor.

Section 5.5. Tax Exemption. (a) Lessee acknowledges and agrees that the Rental Payments have been calculated by Lessor assuming that the Interest Component of each Rental Payment is exempt from federal income taxation. Lessee will do and refrain from doing all things necessary and appropriate to insure that the Interest Component of all Rental Payments is exempt from federal income taxation. In that regard, Lessee represents, covenants and warrants that:

(i) The Equipment will not be used, directly or indirectly, in a trade or business carried on by any person other than a governmental unit, except for such use as a member of the general public.

(ii) No portion of the Rental Payments: (i) will be secured, directly or indirectly, by property used or to be used in a trade or business carried on by a person other than a governmental unit, except for such use as a member of the general public, or by payments in respect of such property; or (ii) will be derived from payments, whether or not to Lessee, in respect of property or borrowed money used or to be used for a trade or business carried on by any person other than a governmental unit.

(iii) No portion of the cost of the Equipment will be used (directly or indirectly) to make or finance loans to persons other than governmental units.

(iv) The Lessee will execute and file all information statements required by Section 149(e) of the Code and timely pay amounts, if any, required to be rebated to the United States pursuant to Section 148(f) of the Code.

(b) Lessee and Lessor acknowledge that Lessee has designated this Lease as a "qualified tax exempt obligation" for purposes of Section 265(b)(3) of the Code.

(c) In the event any governmental taxing authority successfully imposes an income tax on the Interest Component or imposes an income tax on the interest component under any similar lease of Lessor which, in the opinion of Lessor's counsel, will be determinative of the tax treatment under this Lease, then Lessee agrees to pay additional Rental Payments retroactively from the date of such imposition through the end of the Term during which such tax is imposed in an amount adequate to compensate Lessor, on an after-tax basis, for the tax imposition.

ARTICLE VI

INSURANCE AND INDEMNIFICATION

Section 6.1. Liability Insurance. Upon receipt of possession of the Equipment, Lessee shall take such measures as may be necessary to insure that any liability for injuries to or death of any person or damage to or loss of property arising out of or in any way relating to the condition or the operation or other general use of the Equipment are covered by a liability insurance policy or program acceptable to Lessor. To the extent allowed by law, Lessee shall cause Lessor to be named as an additional insured in such policy. The Net Proceeds of all such insurance shall be applied toward extinguishment or satisfaction of the liability with respect to which any Net Proceeds may be paid.

Section 6.2. Property Insurance. Upon receipt of possession of the Equipment, Lessee shall have and assume the risk of loss with respect thereto. Lessee shall maintain in effect during the Term of the Lease, casualty insurance, subject only to the standard exclusions contained in the policy, in such amount as will be at least sufficient so that if a claim is made for a total loss of the Equipment such insurance proceeds will be sufficient to pay the applicable Purchase Option Price. Such insurance may be provided by a rider to an existing policy or under a separate policy. Such insurance may be written with a deductible not in excess of $1,000.00. The Net Proceeds of insurance required by this Section shall be applied to the purchase of the Equipment as provided in Section 6.7.

Section 6.3. Worker's Compensation Insurance. If required by State law, Lessee shall carry Worker's Compensation Insurance covering all employees on, in, near or about the Equipment, and, upon request, shall furnish Lessor with certificates evidencing such coverage throughout the Term.

Section 6.4. Requirements For All Insurance. All insurance policies (or riders) required by this Article shall be maintained with responsible insurance companies organized under the laws of one of the states of the United States and qualified to do business in the State; shall contain a provision that the insurer shall not cancel or revise coverage thereunder without giving at least 30 days prior written notice to Lessor; and shall name Lessor as an additional insured under any liability insurance policy and as a loss payee under any casualty insurance policy. At Lessor's request, Lessee shall deposit with Lessor policies (and riders) evidencing any such insurance procured by it.

Section 6.5. General Indemnity. To the maximum extent allowed by law, Lessee assumes liability for, and shall indemnify, protect, save, and keep harmless Lessor and its agents, servants, successors, and assigns (each an indemnitee) from and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs, and expenses, including legal expenses, of whatsoever kind and nature, imposed on, incurred by or asserted against any indemnities, in any way relating to or arising out of this Lease or the enforcement hereof, or the manufacture, purchase, acceptance, rejection, ownership, possession, use, selection, delivery, lease, operation, condition, sale, return, or other disposition of the Equipment or any part thereof (including, without limitation, latent or other defects, whether or not discoverable by Lessee or any other person, any claim in tort for strict liability and any claim for patent, trademark, or copyright infringement); provided, however, that Lessee shall not be required to indemnify any indemnitee for loss or liability arising from acts or events that occur after the Equipment has been returned to Lessor in accordance with this Lease, or for loss or liability resulting solely from the willful misconduct or negligence of such Indemnitee. The provisions of this Section 6.5 shall survive the expiration or earlier termination of this Lease.

Section 6.6. Damage to or Destruction of Equipment. If all or any part of the Equipment is lost, stolen, destroyed or damaged beyond repair, Lessee shall, as soon as practicable after such event, either: (i) replace the same at Lessee's sole cost and expense with replacement equipment acceptable to Lessor, whereupon such replacement shall be substituted in this Lease by appropriate documentation; or (ii) pay the applicable Purchase Option Price of the Equipment as set forth in Exhibit C. Lessee shall notify Lessor of which course of action it will take within 15 days after the loss, destruction or damage. If Lessee elects clause (i) but fails to perform its obligation thereunder within 30 days after the loss, destruction or damage, Lessor may, at its option, declare the applicable Purchase Option Price of the Equipment set forth in Exhibit C immediately due and payable, and Lessee shall be obligated to pay the same. The Net Proceeds of all insurance payable with respect to the Equipment shall be made available to Lessee to be used to discharge Lessee's obligation under this Section. On payment of the Purchase Option Price, this Lease shall terminate and Lessee thereupon shall become entitled to the Equipment AS IS, WITHOUT WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FITNESS FOR THE USE CONTEMPLATED BY LESSEE, except that the Equipment shall not be subject to any lien or encumbrance created or arising through Lessor.

ARTICLE VII
OTHER OBLIGATIONS OF LESSEE

Section 7.1. Use; Permits. Lessee shall exercise due care in the installation, use, operation and maintenance of the Equipment, and shall not install, use or operate the Equipment improperly, carelessly, in violation of any State or Federal laws, or for a purpose or in a manner contrary to that contemplated by this Lease. Lessee shall obtain all permits and licenses necessary for the installation, operation, possession and use of the Equipment. Lessee shall, at Lessee's expense, comply with all State and Federal Laws, that require changes or additions to be made to the Equipment.

Section 7.2. Maintenance of Equipment by Lessee. Lessee shall, at its expense, maintain, preserve and keep the Equipment in good repair, working order and condition.

Section 7.3. Taxes, Other Governmental Charges and Utility Charges. Except as expressly limited by this Section, Lessee shall pay all taxes, special assessments, and other charges of any kind which are lawfully assessed or levied against or with respect to the Equipment, the Rental Payments or any part thereof with respect to the Term. Lessee shall not be required to pay any federal, state or local income, inheritance, estate, succession, transfer, gift, franchise, profit, excess profit, capital stock, corporate, or other similar tax payable by Lessor, its successors or assigns, unless such tax is made in lieu of or as a substitute for any tax, assessment or charge which is the obligation of Lessee under this Section. Lessee may, at its own expense and in its own name, in good faith contest any such taxes, assessments, and other charges and, in the event of any such contest, may permit the taxes, assessments or other charges so contested to remain unpaid during the period of such contest and any appeal therefrom unless Lessor shall notify Lessee that, in its reasonable determination, the interest of Lessor in the Equipment could be materially endangered by nonpayment of any such items, in which event Lessee shall promptly pay such taxes, assessments and charges or provide Lessor with full security against any loss which may result from non-payment, in form reasonably satisfactory to Lessor.

Section 7.4. Advances. If Lessee shall fail to perform any of its obligations under this Article, Lessor may, but shall not be obligated to, take such action as may be necessary to cure such failure, including the advancement of money, and Lessee shall be obligated to repay all such advances on demand, with interest at the rate of 11 percent per annum or the maximum rate permitted by law, whichever is less, from the date of the advance to the date of repayment.

ARTICLE VIII

TITLE

Section 8.1. Title. During the Term, and so long as Lessee is not in default as provided in Article XII, legal title to the Equipment and any and all replacements, accessories, substitutions and modifications thereto shall be in Lessee. Upon termination of this Lease for any of the reasons specified in clauses (a) and (c) of Section 4.6., full and an encumbered legal title to the Equipment shall pass to Lessor, and Lessee shall have no further interest therein. In such event, Lessee shall execute and deliver to Lessor such documents as Lessor may request to evidence the passage of legal title to the Equipment to Lessor and the termination of Lessee's interest in the Equipment. Upon termination of this Lease for either of the reasons specified in clauses (b) and (d) Section 4.6, Lessor's security or other interest in the Equipment shall terminate, and Lessor shall execute and deliver to Lessee such documents as Lessee may request to evidence the termination of Lessor's interest in the Equipment.

Section 8.2. Security Interest. Lessor shall have and retain and Lessee hereby grants to Lessor, a security interest under the Uniform Commercial Code in the Equipment, the proceeds thereof and all, replacements, accessories, substitutions and modifications thereto in order to secure the Rental Payments and the other obligations of Lessee hereunder. Lessee will join with Lessor in executing such financing statements or other documents and will perform such acts as Lessor may request to perfect such security interest in the Equipment. If requested by Lessor, Lessee shall conspicuously mark the Equipment and maintain such markings during the Term, so as clearly to disclose Lessor's interest in the Equipment.

Section 8.3. Liens. During the Term of this Lease, Lessee shall not, directly or indirectly, create, incur, assume or suffer to exist any mortgage, pledge, lien, charge, encumbrance or claim on or with respect to the Equipment, other than the respective rights of Lessor and Lessee as herein provided and Permitted Encumbrances. Except as expressly provided in Section 7.3 and this Article, Lessee shall promptly, at its own expense, take such action as may be necessary promptly to discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim if the same shall arise at any time. Lessee shall reimburse Lessor for any expense incurred by Lessor in order to discharge or remove any such mortgage, pledge, lien, charge, encumbrances or claim.

Section 8.4. Installation of Lessee's Equipment. Lessee may, at any time and from time to time, in its sole discretion and at its own expense, install other accessories and components upon the Equipment, which items shall be identified by tags or other symbols affixed thereto as property of Lessee. All such items so identified shall remain the sole property of Lessee, and may be modified or removed by Lessee at any time provided that Lessee shall repair and restore any and all damage to the Equipment resulting from the installation, modification or removal of any such items. Nothing in this Lease shall prevent Lessee from purchasing such accessories or components under a conditional sale or lease/purchase contract, or subject to a vendor's lien or security agreement, as security for the unpaid portion of the purchase price thereof, provided that no such lien or security interest shall attach to any part of the Equipment.

Section 8.5. Modification of Equipment. Lessee shall, at its own expense, have the right to make repairs, replacements, substitutions and modifications to all or any part of the Equipment, except that Lessee shall not be permitted to remove or disable safety features or devices. All such work and any part or component used or installed to make a repair or as a replacement, substitution or modification, shall thereafter comprise part of the Equipment and be subject to the provisions of this Lease. Such work shall not in any way damage the Equipment or cause it to be used for purposes other than those authorized under the provisions of State and Federal law or those contemplated by this Lease. Any property for which a replacement or substitution is made pursuant to this Section may be disposed of by Lessee. Lessee will not permit any mechanic's or other lien to be established or remain against the Equipment for labor or materials furnished in connection with any repair, replacement, substitution or modification of the Equipment; provided, that if any such lien is established and Lessee shall first notify Lessor of Lessee's intention to do so, Lessee may, in good faith, contest any lien filed or established against the Equipment, and, in such event, may permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom unless Lessor shall notify Lessee that, in its opinion, by nonpayment of any such item the interest of Lessor in the Equipment could be materially endangered or the Equipment or any part thereof could be subject to loss or forfeiture, in which event Lessee shall promptly pay and cause to be satisfied and discharged all such unpaid items or provide Lessor with full security against any such loss or forfeiture, in form reasonably satisfactory to Lessor. Lessor will cooperate fully with Lessee in any such contest, upon the request and at the expense of Lessee.

Section 8.6. Personal Property. Lesser and Lessee agree that the Equipment is and shall at all times be and remain personal property notwithstanding that the Equipment or any part thereof may be or hereafter become in any manner affixed or attached to or embedded in or permanently rested upon real property or any building thereon or attached in any manner to what is permanent by means of cement, plaster, nails, bolts, screws or otherwise.

ARTICLE IX

EQUIPMENT WARRANTIES

Section 9.1. Selection of Equipment. Lessor and Lessee agree that this is a "finance lease" under Article 2A of the Uniform Commercial Code. The Equipment and the Contractor have been selected by Lessee, and Lessor has no responsibility in connection with the selection of the Equipment, its suitability for the use intended by Lessee, or any delay or failure to manufacture, deliver or install the Equipment for use by Lessee. Lessee authorizes Lessor to add the serial number of the Equipment to Exhibit A when available.

Section 9.2. Installation and Maintenance of Equipment. Lessor shall have no obligation to install, erect, test, inspect, service or maintain the Equipment under any circumstances, but such actions shall be the obligation of Lessee or the Contractor.

Section 9.3. Contractor's Warranties. To the extent it may legally do so, Lessor hereby assigns to Lessee during the Term, all of its interest in all Contractor's warranties and guarantees, express or implied, applicable to the Equipment, and Lessor hereby authorizes Lessee to obtain the customary services furnished in connection with such warranties and guarantees at Lessee's expense.

Section 9.4. Patent Infringement. To the extent it may legally do so, Lessor hereby assigns to Lessee for and during the Term of this Lease all of its interest in patent indemnity protection provided by any Contractor with respect to the Equipment. Such assignment of patent indemnity protection by Lessor to Lessee shall constitute the entire liability of Lessor for any patent infringement by Equipment furnished pursuant to this Lease.

Section 9.5. Disclaimer of Warranties. THE EQUIPMENT IS DELIVERED AS IS, AND LESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FITNESS FOR THE USE CONTEMPLATED BY LESSEE OF THE EQUIPMENT, OR ANY OTHER REPRESENTATION OR WARRANTY WITH RESPECT TO THE EQUIPMENT.

ARTICLE X

OPTION TO PURCHASE

Section 10.1. When Available. Lessee shall have the option to purchase Lessor's interest in the Equipment on any Payment Date for the then applicable Purchase Option Price set forth in Exhibit C, but only if Lessee is not in default under this Lease, and only in the manner provided in this Article.

Section 10.2. Exercise of Option. Lessee shall give notice to Lessor of its intention to exercise its option not less than 30 days prior to the Payment Date on which the option is to be exercised and shall deposit with Lessor on the date of exercise an amount equal to all Rental Payments and any other amounts then due or past due and the applicable Purchase Option Price set forth in Exhibit C. The closing shall be on the Payment Date on which the option is to be exercised at the office of Lessor.

Section 10.3. Release of Lessor's Interest. Upon exercise of the Purchase Option by Lessee, Lessor shall convey or release to Lessee all of its right, title and interest in and to the Equipment by delivery to Lessee of such documents as Lessee reasonably deems necessary for this purpose.

ARTICLE XI

ASSIGNMENT, SUBLEASING, MORTGAGING AND SELLING

Section 11.1. Assignment by Lessor. All of Lessor's right, title and/or interest in and to the Equipment, this Lease, the Rental Payments and other amounts due hereunder may be assigned and reassigned, in whole or in part, to one or more assignees or subassignee at any time, without the consent of Lessee. Such assignment shall not be effective with respect to Lessee unless and until Lessor shall have filed a copy or written notice thereof with Lessee.

Section 11.2. Assignment and Subleasing by Lessee. Neither this Lease nor Lessee's interest in the Equipment may be assigned transferred, mortgaged, or otherwise pledged by Lessee, in whole or in part, without the written consent of Lessor. However, the Equipment may be subleased by Lessee, in whole or in part, without the consent of Lessor, subject, however, to compliance with each of the following conditions:

(i) This Lease and the obligation of Lessee to make Rental Payments hereunder shall remain obligations of Lessee.

(ii) The sublessee shall assume the obligations of Lessee hereunder to the extent of the interest subleased in form and substance satisfactory to Lessor.

(iii) Lessee shall, within 30 days after the delivery thereof, furnish or cause to be furnished to Lessor a true and complete copy of such sublease.

(iv) No sublease by Lessee shall cause the Equipment to be used for a purpose other than a governmental function authorized under the provisions of the Constitution and laws of the State.

(v) No sublease shall cause the Interest Component of the Rental Payments to become subject to federal income taxation.

ARTICLE XII

EVENTS OF DEFAULT AND REMEDIES

Section 12.1. <u>Events of Default Defined</u>. The following shall be "events of default" under this Lease and the terms "events of default" and "default" shall mean, whenever used in this Lease with respect to the Equipment, any one or more of the following events:

(i) Failure by Lessee to pay any Rental Payment or other payment required to be paid under this Lease within five days of the time specified herein.

(ii) Failure by Lessee to provide the insurance coverages required herein.

(iii) Failure by Lessee to observe and perform any covenant, condition or agreement (other than as referred to in Clauses (i) or (ii) of this Section) on its part to be observed or performed, for a period of 30 days after written notice specifying such failure and requesting that it be remedied has been given to Lessee by Lessor, unless Lessor shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected.

(iv) The filing by Lessee of a voluntary petition in bankruptcy; the failure by Lessee promptly to lift any execution, garnishment or attachment of such consequence as would impair the ability of Lessee to carry on its governmental or proprietary function; the adjudication of Lessee as a bankrupt; the granting by Lessee of an assignment for the benefit of creditors; the entry by Lessee into an agreement of composition with creditors, or the approval by a court of competent jurisdiction of a petition applicable to Lessee in any proceedings instituted under the provisions of the United States Bankruptcy Code, as amended, or under any similar acts which may hereafter be enacted.

The provisions of this Section 12.1 and Section 12.2 are subject to the following limitation: if by reason of force majeure Lessee is unable, in whole or in part, to carry out its obligations under this Lease with respect to the Equipment, other than its obligation to pay Rental Payments with respect thereto which shall be paid when due notwithstanding the provisions of this paragraph, Lessee shall not be deemed in default during the continuance of such inability. The term "force majeure" as used herein shall mean, without limitation, the following: acts of God; strikes, lockouts or other labor disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States of America or the State or their respective departments, agencies or officials, or any civil or military authority; insurrections; riots; landslides; earthquakes; fires; storms; droughts; floods; explosions; breakage or accident to machinery, transmission pipes or canals; or any other cause or event not reasonably within the control of Lessee and not resulting from its negligence. Lessee agrees, however, to remedy with all reasonable dispatch the cause or causes preventing Lessee from carrying out its obligations under this Lease; provided that the settlement of strikes, lockouts and other labor disturbances shall be entirely within the discretion of Lessee and Lessee shall not be required to make settlement of strikes, lockouts and other labor disturbances by acceding to the demands of the opposing party or parties when such course is in the judgment of Lessee unfavorable to Lessee.

Section 12.2. Remedies on Default. Whenever any event of default referred to in Section 12.1 hereof shall have occurred and be continuing, Lessor shall have the right, at its option and without any further demand or notice, to take one or any combination of the following remedial steps:

(i) With or without terminating this Lease, declare all Rental Payments due or to become due to be immediately due and payable, whereupon such Rental Payments shall be immediately due and payable.

(ii) With or without terminating this Lease, by written notice to the Lessee, request the Lessee to (and the Lessee agrees that it will), at the Lessee's expense, promptly return the Equipment to Lessor in the manner set forth in Section 12.3 hereof, or the Lessor, at its option, may (i) enter upon the premises where the Equipment is located and take immediate possession of and remove the same, (ii) require the Lessee to assemble the Equipment and make the Equipment available to the Lessor at a place to be designated by the Lessor which is reasonably convenient to both parties, and/or (iii) without removal, the Lessor may render the Equipment unuseable, and may sell or otherwise dispose of the Equipment on the Lessee's premises at a public or private sale with such sale to meet the requirements of a public or private sale with the application of the sale proceeds all as provided in Section 12.2(iii). Lessee hereby expressly waives any damages occasioned by such repossession or other disposal of Equipment as provided in this paragraph (ii). If the Equipment or any portion of it has been destroyed or damaged beyond repair, Lessee shall pay the applicable Purchase Option Price of the Equipment, as set forth in Exhibit C (less credit for Net Proceeds), to Lessor. Notwithstanding the fact that Lessor has taken possession of the Equipment, Lessee shall continue to be responsible for the Rental Payments as and when due. If the Lease has not been terminated, Lessor shall return the Equipment to Lessee at Lessee's expense when the event of default is cured.

(iii) If Lessor terminates this Lease and takes possession of the Equipment, Lessor shall use its best efforts promptly to sell the Equipment, as a unit or in parts, in a commercially reasonable manner at public or private sale in accordance with applicable laws. Lessor shall apply the proceeds of such sale to pay the following items in the following order: (a) all costs incurred in securing possession of the Equipment; (b) all expenses incurred in completing the sale; (c) the balance of any Rental Payments owed by Lessee through the date of termination, and (d) the Purchase Option Price.

(iv) If the proceeds of sale of the Equipment are not sufficient to pay all amounts specified in Section 12.2(iii)(a)-(c), Lessee shall be liable for the deficiency and Lessor may take any other remedy available at law or in equity to require Lessee to perform its obligations hereunder.

Notwithstanding any other provision of this Section 12.2, Lessor shall be entitled to damages with respect to the Lease in an amount equal to, but not in excess of, the economic equivalent intended to be provided by Lessee's payment of the Rental Payments and/or Purchase Option Price provided for herein, as and when due, plus any amount necessary to compensate Lessee for all costs, fees and expenses incurred as a result of Lessee's default.

Section 12.3. Return of Equipment. Upon the expiration or termination of this Lease prior to the payment of all Rental Payments or the Purchase Option Price, Lessee shall return the Equipment to Lessor in the condition, repair, appearance and working order required in section 7.2, in the following manner as may be specified by Lessor: (i) by delivering the Equipment, at Lessee's cost and expense, to such place within the State as Lessor shall specify; or (ii) by shipping the same, freight prepaid, to a place within the United States specified by Lessor. If Lessee fails to return the Equipment in the manner designated, Lessor may repossess the Equipment and charge Lessee with the costs of such repossession or pursue any remedy described in Section 12.2.

Section 12.4. No Remedy Exclusive. No remedy conferred upon or reserved to Lessor by this Article is intended to be exclusive, and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power nor shall it be construed to be a waiver thereof but any such right and power may be exercised from time to time and as often as may be deemed expedient by Lessor or its assignee.

Section 12.5. Agreement to Pay Attorneys' Fees and Expenses. In the event either party to this Lease should default under any of the provisions hereof and the nondefaulting party should employ attorneys and/or incur other expenses for the collection of moneys or for the enforcement of any obligation or agreement of the defaulting party hereunder, the defaulting party agrees that it will, on demand, pay to the nondefaulting party the reasonable fees of such attorneys and/or such other reasonable expenses so incurred by the nondefaulting party.

ARTICLE XIII

ADMINISTRATIVE PROVISIONS

Section 13.1. Notices. All notices, certificates, legal opinions or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or deposited in the United States mail, postage prepaid, to the addresses specified on the first page hereof; provided that Lessor and Lessee, by notice given hereunder, may designate different addresses to which subsequent notices, certificates, legal opinions or other communications will be sent.

Section 13.2. Financial information. During the Term of the Lease, within 180 days of Lessee's fiscal year end Lessee will provide Lessor with current financial statements and such other financial information as may be requested by Lessor or its assignee.

Section 13.3 Binding Effect. This Lease shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns.

Section 13.4 Book Entry. The Lessor's interest in this Lease and any interest herein may be transferred only through a book entry system as prescribed by Section 149(a) of the Code, as the same may be amended from time to time. During the Term of this Lease, Lessee shall keep a complete and accurate record of all assignments and other transfers in form and substance necessary to comply with Section 149(a) of the Code. Upon assignment of Lessor's interest herein, Lessor will cause written notice of such assignment to be sent to Lessee and, upon receipt of such notice of assignment, Lessee shall: (i) acknowledge the same in writing to Lessor; and (ii) record the assignment in Lessee's "book entry system" as that term is defined in Section 149(a) of the Code. No further action will be required by Lessor or by Lessee to evidence the assignment. No such assignment shall become effective without recordation of the assignment in said "book entry system."

Section 13.5. Severability. In the event any provision of this Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 13.6. Amendments, Changes and Modifications. This Lease may be amended or any of its terms modified only by written document duly authorized, executed and delivered by Lessor and Lessee.

Section 13.7. Captions. The captions or headings in this Lease are for convenience only and in no way define, limit or describe the scope or intent of any provision, Article, Section or Clause of this Lease.

Section 13.8. Further Assurances and Corrective Instruments. Lessor and Lessee agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Equipment, for indicating the commencement date and for carrying out the expressed intention of this Lease.

Section 13.9. Execution in Counterparts. This Lease 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 13.10. Applicable Law. This Lease shall be governed by and construed in accordance with the laws of the State.

IN WITNESS WHEREOF, Lessor and Lessee have has caused this Lease to be executed by their duly authorized officers or officials as of the date first above written.

TRUSTMARK NATIONAL BANK, Lessor

By Nolan Aikens
NOLAN AIKENS

Its **VICE PRESIDENT**

~~CITY OF~~ CLINTON, MISSISSIPPI, Lessee

By Rosemary G. Aultman
ROSEMARY AULTMAN

Its **MAYOR**

EXHIBIT A

EQUIPMENT

The Equipment which is the subject of the attached Lease-Purchase Agreement is as follows:

Quantity	Description	VIN
(5)	2009 CROWN VICTORIA POLICE CARS	2FAHP71V39X135270 2FAHP71V09X135274 2FAHP71V59X135271 2FAHP71V99X135273 2FAHP71V79X135272

(SEE ATTACHED INVOICE)

WATSON QUALITY Ford

6130 I-55 NORTH, JACKSON, MS 39211
(601) 956-7000

DATE 18 MAY 2009

DEAL 171768

SOLD TO: CITY OF CLINTON
ADDRESS 305 MONROE ST
CLINTON, HINDS, MS 39056
(601)924-3523 924-5252

INVOICE NO. 165463

CUST. NO.	STOCK NO.	YEAR-MAKE	MODEL	NEW OR USED	SERIAL NO.	KEY NO.	SALESMAN
NA198002	J1574	2009 FORD	CROWN-VIC	NEW	2FAHP71V39X135270	FAHERRING	HERRING,WES

OPTIONAL EQUIPMENT AND ACCESSORIES

PRICE OF VEHICLE	21107.00
TRADE-IN ALLOWANCE	
TRADING DIFFERENCE	21107.00
BALANCE OWING ON TRADE-IN	
LIENHOLDER:	
~~CUSTOMER SERVICES~~	
STATE SALES TAX	5.00
TITLE FEE	5.00
STATE INSPECTION	21117.00
TOTAL BALANCE REBATE CASH	
CASH PAID ESP/GAP/OTHER	21117.00
BALANCE DUE:	
BALANCE DUE FROM:	
PAYMENTS: @	21117.00
TRADE-IN	
VIN:	

DB

001-105-740-0

Legal title to this vehicle does not pass to purchaser until such time as the trade-in, if there be such, is proven to be unencumbered and/or the purchaser's check or draft, if there be such, has been verified and cleared.

"I hereby certify that this is true and original BILL OF SALE

WATSON QUALITY FORD

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

By ____________

ALWAYS SHOW SERIAL, ENGINE AND KEY NUMBERS

See reverse of copy 4 for important information

APPLICATION NUMBER ____________

OWNER'S TEMPORARY PERMIT

171768 J1574

STATE TAX COMMISSION

DEPARTMENT OF REVENUE
TITLE BUREAU - POST OFFICE BOX 1383
JACKSON, MISSISSIPPI 39215

78-007-7-1-000 (Rev. 04/07)

760020771000

APPLICATION FOR CERTIFICATE OF TITLE

ENTER COMPLETE MISSISSIPPI TITLE NO. — 9 DIGITS EXAMPLE 1 2 3 4 5 6 7-01

TITLE TYPE: ORIGINAL (0) [0] (First Miss. Title. Attach M.C.O. or other state title.) — CORRECTION (C) [ ] (Attach Miss. Title) — TRANSFER (T) [ ] (Attach Miss. Title) — LIEN CHANGE (L) [ ] (Attach Miss. Title)

HAIL (H) [ ] FLOOD (F) [ ] SALVAGE (S) [ ] REBUILT (R) [ ] OTHER [ ]

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

YEAR	MAKE	MODEL/SERIES	CYL	NO. PASS OR GVW	BODY TYPE	COLOR	NEW	USED	FUEL	VEHICLE IDENTIFICATION NO. (VIN)	ODOMETER CODE EXAMPLE 00-123456
2009	FORD	CROWN-VIC	8		SD	BLACK	X		G	2FAHP71V39X135270	00-15

CODE: 00-ACTUAL, 11-EXCEEDS LIMIT, 12-NOT ACTUAL-DISCREPANCY

FROM WHOM PURCHASED (NAME): WATSON QUALITY FORD, INC.
STREET / APT. / P.O. BOX /: 6130 I-55 NORTH
CITY: JACKSON STATE: MS ZIP CODE: 39211

PREVIOUS TITLE NO. | TITLING STATE | TAG NO. | EXP.YR.

OWNER(S) LAST NAME, FIRST, INITIAL (&; &/OR; OR) FIRST, INITIAL: CITY OF CLINTON
STREET / APT. / P.O. BOX /: 305 MONROE ST
CITY: CLINTON STATE: MS ZIP CODE: 39056

CO. CODE: 251 DATE OF PURCHASE MO. MAY DAY 18 YR. 09
TRADE IN: YES [ ] NO [X]
PURCHASED OUT OF STATE: YES [ ] NO [ ]

1st LIENHOLDER NAME
STREET ADDRESS
CITY STATE ZIP CODE
LIENHOLDER NUMBER Contact Lienholder & get this
DATE OF LIEN MO. DAY YR.

2nd LIENHOLDER NAME
STREET ADDRESS
CITY STATE ZIP CODE
LIENHOLDER NUMBER Contact Lienholder & get this
DATE OF LIEN MO. DAY YR.

DB 2410-0 00

WATSON QUALITY FORD, INC.
NAME OF SELLER
BY [signature] AUTHORIZED SIGNATURE

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

*** DISCLOSURE STATEMENT AND PRIVACY ACT NOTICE ***

DRIVER'S LICENSE NUMBERS ARE REQUIRED BY STATE LAW AND WILL BE USED IN THE ADMINISTRATION OF STATE MOTOR VEHICLE LAWS. THE COMMISSION IS AUTHORIZED TO COLLECT THE INFORMATION PURSUANT TO 42 U.S.C. § 405(c)(2)(C) AND MISS. CODE ANN. § 63-21-15. TITLES AND REGISTRATION RECORDS MAY BE RELEASED ONLY PURSUANT TO 18 U.S.C. §§ 2721-2725. FAILURE TO PROVIDE THE INFORMATION WILL RESULT IN THE DENIAL OF A CERTIFICATE OF TITLE.

OWNER'S SIGNATURE Michael J Warren
(PERSONALLY SIGNED IN INK BY OWNER OR AUTHORIZED REPRESENTATIVE) — DRIVER'S LICENSE NUMBER

JOINT OWNER'S SIGNATURE
(PERSONALLY SIGNED IN INK BY OWNER OR AUTHORIZED REPRESENTATIVE)
(IF THERE IS NO JOINT OWNER LEAVE THIS LINE BLANK) — DRIVER'S LICENSE NUMBER

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

WATSON QUALITY FORD, INC.
DESIGNATED AGENT
BY [signature] AUTHORIZED SIGNATURE

DESIGNATED AGENT NO. 565-667-043-00 DATE 18 MAY 2009

76133131

(6/93)
See reverse of copy 4 for important information
OWNER'S TEMPORARY PERMIT
APPLICATION NUMBER

CLINTON
CUSTOMER'S NAME

J1574
STOCK NO.

ODOMETER DISCLOSURE STATEMENT

ieral law (and State law, if applicable) requires that you state the mileage upon nsfer of ownership. Failure to complete or providing a false statement may ult in fines and/or imprisonment.

WATSON QUALITY FORD (transferor's name, Print)

ıte that the odometer now reads 15 (no tenths) miles and to the best my knowledge that it reflects the actual mileage of the vehicle described below, ıless one of the following statements is checked.

(1) I hereby certify that to the best of my knowledge the odometer reading flects the amount of mileage in excess of its mechanical limits.

| (2) I hereby certify that the odometer reading is NOT the actual mileage. ARNING - ODOMETER DISCREPANCY.

IAKE	MODEL	BODY TYPE
FORD	CROWN-VIC	SD
'EHICLE IDENTIFICATION NUMBER		YEAR
2FAHP71V39X135270		2009

TRANSFEROR'S SIGNATURE

WATSON QUALITY FORD
PRINTED NAME

6130 I-55 North Frontage Rd
TRANSFEROR'S ADDRESS (STREET)

Jackson — MS — 39211
CITY — STATE — ZIP CODE

18 MAY 2009
DATE OF STATEMENT

X Michael J Warren
TRANSFEREE'S SIGNATURE

PRINTED NAME

CITY OF CLINTON
TRANSFEREE'S NAME

305 MONROE ST
TRANSFEREE'S ADDRESS (STREET)

CLINTON — MS — 39056
CITY — STATE — ZIP CODE

ODOM-103-N (4/89)

Reynolds and Reynolds

WATSON QUALITY Ford

6130 I-55 NORTH, JACKSON, MS 39211
(601) 956-7000

DATE 20 APR 2009

DEAL 170695

SOLD TO: ~~CITY OF CLINTON~~
ADDRESS 305 MONROE ST
CLINTON, MS 39056-4207
(601)924-3523 924-5252

INVOICE NO. 165006

CUST. NO.	STOCK NO.	YEAR-MAKE	MODEL	NEW OR USED	SERIAL NO.	KEY NO.	SALESMAN
NA198002	J1578	2009 FORD	CROWN-VIC	NEW	2FAHP71V09X135274	FA0507X	HERRING,WES

OPTIONAL EQUIPMENT AND ACCESSORIES

PRICE OF VEHICLE	21107.00
TRADE-IN ALLOWANCE	
TRADING DIFFERENCE	21107.00
BALANCE OWING ON TRADE-IN	
LIENHOLDER: ~~CUSTOMER SERVICES~~	
STATE SALES TAX	
TITLE FEE	5.00
STATE INSPECTION	5.00
TOTAL BALANCE	21117.00
REBATE CASH	
CASH PAID ESP/GAP/OTHER	
BALANCE DUE:	21117.00
BALANCE DUE FROM.	
PAYMENTS: @ 21117.00	
TRADE-IN	
VIN:	

RECEIVED
APR 23 2009
PURCHASING DEPT
CITY OF CLINTON

Legal title to this vehicle does not pass to purchaser until such time as the trade-in, if there be such, is proven to be unencumbered and/or the purchaser's check or draft, if there be such, has been verified and cleared.
"I hereby certify that this is true and original BILL OF SALE

WATSON QUALITY FORD

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

By [signature]

ALWAYS SHOW SERIAL, ENGINE AND KEY NUMBERS

170695

Form 78-002-07-7-1-000 (Rev. 04/07)

780020771000

STATE TAX COMMISSION

DEPARTMENT OF REVENUE
TITLE BUREAU - POST OFFICE BOX 1383
JACKSON, MISSISSIPPI 39215

J1578

APPLICATION FOR CERTIFICATE OF TITLE

ENTER COMPLETE MISSISSIPPI TITLE NO. — 9 DIGITS EXAMPLE 1 2 3 4 5 6 7-01

TITLE TYPE: ORIGINAL (O) [O] (First Miss. Title. Attach M.C.O. or other state title.) CORRECTION (C) [ ] (Attach Miss. Title) TRANSFER (T) [ ] (Attach Miss. Title) LIEN CHANGE (L) [ ] (Attach Miss. Title)

HAIL (H) [ ] FLOOD (F) [ ] SALVAGE (S) [ ] REBUILT (R) [ ] OTHER [ ]

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

YEAR	MAKE	MODEL/SERIES	CYL	NO. PASS OR GVW	BODY TYPE	COLOR	NEW	USED	FUEL	VEHICLE IDENTIFICATION NO. (VIN)	ODOMETER CODE EXAMPLE 00-123456
2009	FORD	CROWN-VIC	8		SD	BLACK	X		G	2FAHP71V09X135274	00-15

CODE: 00-ACTUAL 11-EXCEEDS LIMIT 12-NOT ACTUAL-DISCREPANCY

FROM WHOM PURCHASED (NAME): WATSON QUALITY FORD, INC.
STREET / APT. / P.O. BOX /: 6130 I-55 NORTH
CITY: JACKSON STATE: MS ZIP CODE: 39211
PREVIOUS TITLE NO. TITLING STATE TAG NO. EXP. YR.

OWNER(S) LAST NAME, FIRST, INITIAL (&; &/OR, OR) FIRST, INITIAL: CITY OF CLINTON
STREET / APT. / P.O. BOX /: 305 MONROE ST
CITY: CLINTON STATE: MS ZIP CODE: 39056-
CO. CODE: 252 DATE OF PURCHASE MO. APR DAY 20 YR. 09
TRADE IN: YES [ ] NO [X] PURCHASED OUT OF STATE: YES [ ] NO [ ]

1st LIENHOLDER NAME
STREET ADDRESS
CITY STATE ZIP CODE
LIENHOLDER NUMBER Contact Lienholder & get this
DATE OF LIEN MO. DAY YR. 20 APR 2009

2nd LIENHOLDER NAME
STREET ADDRESS
CITY STATE ZIP CODE
LIENHOLDER NUMBER Contact Lienholder & get this
DATE OF LIEN MO. DAY YR.

WATSON QUALITY FORD, INC.
NAME OF SELLER
BY ____ AUTHORIZED SIGNATURE

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

*** DISCLOSURE STATEMENT AND PRIVACY ACT NOTICE ***

DRIVER'S LICENSE NUMBERS ARE REQUIRED BY STATE LAW AND WILL BE USED IN THE ADMINISTRATION OF STATE MOTOR VEHICLE LAWS. THE COMMISSION IS AUTHORIZED TO COLLECT THE INFORMATION PURSUANT TO 42 U.S.C. § 405(c)(2)(C) AND MISS. CODE ANN. § 63-21-15. TITLES AND REGISTRATION RECORDS MAY BE RELEASED ONLY PURSUANT TO 18 U.S.C. §§ 2721-2725. FAILURE TO PROVIDE THE INFORMATION WILL RESULT IN THE DENIAL OF A CERTIFICATE OF TITLE.

OWNER'S SIGNATURE Michael J Warren
(PERSONALLY SIGNED IN INK BY OWNER OR AUTHORIZED REPRESENTATIVE)
DRIVER'S LICENSE NUMBER

JOINT OWNER'S SIGNATURE
(PERSONALLY SIGNED IN INK BY OWNER OR AUTHORIZED REPRESENTATIVE)
(IF THERE IS NO JOINT OWNER LEAVE THIS LINE BLANK)
DRIVER'S LICENSE NUMBER

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

WATSON QUALITY FORD, INC.
DESIGNATED AGENT
BY ____ AUTHORIZED SIGNATURE

DESIGNATED AGENT NO. 565-667-043-00 DATE 20 APR 2009

7073929[2]

(6/93)

CITY OF CLINTON — CUSTOMER'S NAME

J1578 — STOCK NO.

ODOMETER DISCLOSURE STATEMENT

Federal law (and State law, if applicable) requires that you state the mileage upon transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

I, WATSON QUALITY FORD (transferor's name, Print)

state that the odometer now reads 15 (no tenths) miles and to the best of my knowledge that it reflects the actual mileage of the vehicle described below, unless one of the following statements is checked.

☐ (1) I hereby certify that to the best of my knowledge the odometer reading reflects the amount of mileage in excess of its mechanical limits.

☐ (2) I hereby certify that the odometer reading is NOT the actual mileage. WARNING - ODOMETER DISCREPANCY.

MAKE	MODEL	BODY TYPE
FORD	CROWN-VIC	SD
VEHICLE IDENTIFICATION NUMBER: 2FAHP71V09X135274		YEAR: 2009

X

TRANSFEROR'S SIGNATURE

WATSON QUALITY FORD

PRINTED NAME

6130 I-55 North Frontage Rd

TRANSFEROR'S ADDRESS (STREET)

CITY	STATE	ZIP CODE
Jackson	MS	39211

20 APR 2009

DATE OF STATEMENT

X Michael J Warren

TRANSFEREE'S SIGNATURE

CITY OF CLINTON

PRINTED NAME

TRANSFEREE'S NAME

305 MONROE ST

TRANSFEREE'S ADDRESS (STREET)

CITY	STATE	ZIP CODE
CLINTON	MS	39056-4

FORM # PAP-ODOM-103-N

WATSON QUALITY Ford

6130 I-55 NORTH, JACKSON, MS 39211
(601) 956-7000

INVOICE NO. 165009

DATE 20 APR 2009

DEAL 170700

SOLD TO: ADDRESS ~~CITY OF CLINTON~~
305 MONROE ST
CLINTON, MS 39056-4207
(601)924-3523 924-5252

CUST. NO.	STOCK NO.	YEAR-MAKE	MODEL	NEW OR USED	SERIAL NO.	KEY NO.	SALESMAN
NA198002	J1575	2009 FORD	CROWN-VIC	NEW	2FAHP71V59X135271	FA0300X	HERRING,WES

OPTIONAL EQUIPMENT AND ACCESSORIES

RECEIVED
APR 23 2009
PURCHASING DEPT.
CITY OF CLINTON

PRICE OF VEHICLE		21107.00
TRADE-IN ALLOWANCE		
TRADING DIFFERENCE		21107.00
BALANCE OWING ON TRADE-IN		
LIENHOLDER: ~~CUSTOMER SERVICES~~		
STATE SALES TAX		
TITLE FEE		5.00
STATE INSPECTION		5.00
		~~21117.00~~
TOTAL BALANCE	REBATE	
CASH PAID	CASH	
ESP/GAP/OTHER		21117.00
BALANCE DUE:		
BALANCE DUE FROM:		
PAYMENTS: @	21117.00	
TRADE-IN		
VIN:		

Legal title to this vehicle does not pass to purchaser until such time as the trade-in, if there be such, is proven to be unencumbered and/or the purchaser's check or draft, if there be such, has been verified and cleared.

"I hereby certify that this is true and original BILL OF SALE

WATSON QUALITY FORD

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

By ____

ALWAYS SHOW SERIAL, E[illegible]E AND KEY NUMBERS

Form 78-002-07-7-1-000 (Rev. 04/07)

780020771000

170700

STATE TAX COMMISSION

DEPARTMENT OF REVENUE
TITLE BUREAU - POST OFFICE BOX 1383
JACKSON, MISSISSIPPI 39215

J1575

APPLICATION FOR CERTIFICATE OF TITLE

ENTER COMPLETE MISSISSIPPI TITLE NO. 9 DIGITS EXAMPLE 1 2 3 4 5 6 7-01

TITLE TYPE: ORIGINAL (0) [0] (First Miss. Title. Attach M.C.O. or other state title.) CORRECTION (C) [ ] (Attach Miss. Title) TRANSFER (T) [ ] (Attach Miss. Title) LIEN CHANGE (L) [ ] (Attach Miss. Title)

HAIL (H) [ ] FLOOD (F) [ ] SALVAGE (S) [ ] REBUILT (R) [ ] OTHER [ ]

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

YEAR	MAKE	MODEL/SERIES	CYL	NO. PASS OR GVW	BODY TYPE	COLOR	NEW	USED	FUEL	VEHICLE IDENTIFICATION NO. (VIN)	ODOMETER CODE EXAMPLE 00-123456
2009	FORD	CROWN-VIC	8		SD	BLACK	X		G	2FAHP71V59X135271	00-15

CODE: 00-ACTUAL 11-EXCEEDS LIMIT 12-NOT ACTUAL-DISCREPANCY

FROM WHOM PURCHASED (NAME): WATSON QUALITY FORD, INC.
STREET / APT. / P.O. BOX /: 6130 1-55 NORTH
CITY: JACKSON STATE: MS ZIP CODE: 39211
PREVIOUS TITLE NO.: TITLING STATE: TAG NO.: EXP.YR.:

OWNER(S) LAST NAME, FIRST, INITIAL (&; &/OR; OR) FIRST, INITIAL: CITY OF CLINTON
STREET / APT. / P.O. BOX /: 305 MONROE ST
CITY: CLINTON STATE: MS ZIP CODE: 39056-
CO. CODE: 252 DATE OF PURCHASE: MO. APR DAY 20 YR. 09
TRADE IN: YES [ ] NO [X] PURCHASED OUT OF STATE: YES [ ] NO [ ]

1st LIENHOLDER NAME:
STREET ADDRESS:
CITY: STATE: ZIP CODE:
LIENHOLDER NUMBER Contact Lienholder & get this:
DATE OF LIEN: MO. 20 DAY APR YR. 2009

2nd LIENHOLDER NAME:
STREET ADDRESS:
CITY: STATE: ZIP CODE:
LIENHOLDER NUMBER Contact Lienholder & get this:
DATE OF LIEN: MO. DAY YR.

WATSON QUALITY FORD, INC.
NAME OF SELLER
BY [signature]
AUTHORIZED SIGNATURE

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

*** DISCLOSURE STATEMENT AND PRIVACY ACT NOTICE ***

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OWNER'S SIGNATURE Michael J. Warren
(PERSONALLY SIGNED IN INK BY OWNER OR AUTHORIZED REPRESENTATIVE) DRIVER'S LICENSE NUMBER

JOINT OWNER'S SIGNATURE
(PERSONALLY SIGNED IN INK BY OWNER OR AUTHORIZED REPRESENTATIVE) DRIVER'S LICENSE NUMBER
(IF THERE IS NO JOINT OWNER LEAVE THIS LINE BLANK)

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

WATSON QUALITY FORD, INC.
DESIGNATED AGENT
BY [signature]
AUTHORIZED SIGNATURE

DESIGNATED AGENT NO. 565-667-043-00 DATE 20 APR 2009

70739325

(6/93)
See reverse of copy 4 for Important Information

CITY OF CLINTON
CUSTOMER'S NAME

J1575
STOCK NO.

ODOMETER DISCLOSURE STATEMENT

Federal law (and State law, if applicable) requires that you state the mileage upon transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

I, WATSON QUALITY FORD (transferor's name, Print)

state that the odometer now reads 15 (no tenths) miles and to the best of my knowledge that it reflects the actual mileage of the vehicle described below, unless one of the following statements is checked.

☐ (1) I hereby certify that to the best of my knowledge the odometer reading reflects the amount of mileage in excess of its mechanical limits.

☐ (2) I hereby certify that the odometer reading is NOT the actual mileage.

WARNING - ODOMETER DISCREPANCY.

MAKE	MODEL	BODY TYPE
FORD	CROWN-VIC	SD
VEHICLE IDENTIFICATION NUMBER		YEAR
2FAHP71V59X135271		2009

X
TRANSFEROR'S SIGNATURE

WATSON QUALITY FORD
PRINTED NAME

6130 I-55 North Frontage Rd
TRANSFEROR'S ADDRESS (STREET)

Jackson — MS — 39211
CITY — STATE — ZIP CODE

20 APR 2009
DATE OF STATEMENT

X Michael J Warren
TRANSFEREE'S SIGNATURE

PRINTED NAME
CITY OF CLINTON
TRANSFEREE'S NAME

305 MONROE ST
TRANSFEREE'S ADDRESS (STREET)

CLINTON — MS — 39056-4
CITY — STATE — ZIP CODE

LITHO IN U.S.A.

FORM # PAP-ODOM-103-N

WATSON QUALITY Ford

6130 I-55 NORTH, JACKSON, MS 39211
(601) 956-7000

DATE 20 APR 2009

DEAL 170696

SOLD TO: CITY OF CLINTON
ADDRESS 305 MONROE ST
CLINTON, MS 39056-4207
(601)924-3523 924-5252

INVOICE NO. 165007

CUST. NO.	STOCK NO.	YEAR-MAKE	MODEL	NEW OR USED	SERIAL NO.	KEY NO.	SALESMAN
NA198002	J1577	2009 FORD	CROWN-VIC	NEW	2FAHP71V99X135273	FA0267X	HERRING,WES

OPTIONAL EQUIPMENT AND ACCESSORIES

RECEIVED
APR 2 3 2009
PURCHASING DEPT
CITY OF CLINTON

PRICE OF VEHICLE	21107.00
TRADE-IN ALLOWANCE	
	21107.00
TRADING DIFFERENCE	
BALANCE OWING ON TRADE-IN	
LIENHOLDER:	
CUSTOMER SERVICES	
STATE SALES TAX	
TITLE FEE	5.00
STATE INSPECTION	5.00
	21117.00
TOTAL BALANCE — REBATE	
CASH PAID — CASH	
ESP/GAP/OTHER	
	21117.00
BALANCE DUE:	
BALANCE DUE FROM:	
PAYMENTS: @	21117.00
TRADE-IN	
VIN:	

Legal title to this vehicle does not pass to purchaser until such time as the trade-in, if there be such, is proven to be unencumbered and/or the purchaser's check or draft, if there be such, has been verified and cleared.
"I hereby certify that this is true and original BILL OF SALE

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By ____

ALWAYS SHOW SERIAL, ENGINE AND KEY NUMBERS

170696

Form 78-002-07-7-1-000 (Rev. 04/07)

780020771000

J1577

STATE TAX COMMISSION

DEPARTMENT OF REVENUE
TITLE BUREAU - POST OFFICE BOX 1383
JACKSON, MISSISSIPPI 39215

APPLICATION FOR CERTIFICATE OF TITLE

ENTER COMPLETE MISSISSIPPI TITLE NO. — 9 DIGITS EXAMPLE 1 2 3 4 5 6 7-01

TITLE TYPE: ORIGINAL (0) [0] (First Miss. Title. Attach M.C.O. or other state title.) — CORRECTION (C) [ ] (Attach Miss. Title) — TRANSFER (T) [ ] (Attach Miss. Title) — LIEN CHANGE (L) [ ] (Attach Miss. Title)

HAIL (H) [ ] FLOOD (F) [ ] SALVAGE (S) [ ] REBUILT (R) [ ] OTHER [ ]

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YEAR	MAKE	MODEL/SERIES	CYL	NO. PASS OR GVW	BODY TYPE	COLOR	NEW	USED	FUEL	VEHICLE IDENTIFICATION NO. (VIN)	ODOMETER CODE EXAMPLE 00-123456
2009	FORD	CROWN-VIC	8		SD	BLACK	X		G	2FAHP71V99X135273	00-15

CODE: 00-ACTUAL 11-EXCEEDS LIMIT 12-NOT ACTUAL-DISCREPANCY

FROM WHOM PURCHASED (NAME): WATSON QUALITY FORD, INC.
STREET / APT / P.O. BOX / 6130 I-55 NORTH
CITY JACKSON — STATE MS — ZIP CODE 39211
PREVIOUS TITLE NO. — TITLING STATE — TAG NO. — EXP.YR.

OWNER(S) LAST NAME, FIRST, INITIAL (& &/OR: OR) FIRST, INITIAL: CITY OF CLINTON
STREET / APT. / P.O. BOX / 305 MONROE ST
CITY CLINTON — STATE MS — ZIP CODE 39056-
CO. CODE 252 — DATE OF PURCHASE MO. APR DAY 20 YR. 09 — TRADE IN YES [ ] NO [X] — PURCHASED OUT OF STATE YES [ ] NO [ ]

1st LIENHOLDER NAME
STREET ADDRESS
CITY — STATE — ZIP CODE
LIENHOLDER NUMBER Contact Lienholder & get this
DATE OF LIEN MO. 20 DAY APR YR. 2009

2nd LIENHOLDER NAME
STREET ADDRESS
CITY — STATE — ZIP CODE
LIENHOLDER NUMBER Contact Lienholder & get this
DATE OF LIEN MO. DAY YR.

WATSON QUALITY FORD, INC.
NAME OF SELLER

BY ______
AUTHORIZED SIGNATURE

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

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OWNER'S SIGNATURE Michael J Warren
(PERSONALLY SIGNED IN INK BY OWNER OR AUTHORIZED REPRESENTATIVE)
DRIVER'S LICENSE NUMBER

JOINT OWNER'S SIGNATURE ______
(PERSONALLY SIGNED IN INK BY OWNER OR AUTHORIZED REPRESENTATIVE)
(IF THERE IS NO JOINT OWNER LEAVE THIS LINE BLANK)
DRIVER'S LICENSE NUMBER

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

WATSON QUALITY FORD, INC.
DESIGNATED AGENT

BY ______
AUTHORIZED SIGNATURE

DESIGNATED AGENT NO. 565-667-043-00

DATE 20 APR 2009

70739303

(8/93)

CITY OF CLINTON

CUSTOMER'S NAME

J1577

STOCK NO.

ODOMETER DISCLOSURE STATEMENT

Federal law (and State law, if applicable) requires that you state the mileage upon transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

I, WATSON QUALITY FORD (transferor's name, Print)

state that the odometer now reads 15 (no tenths) miles and to the best of my knowledge that it reflects the actual mileage of the vehicle described below, unless one of the following statements is checked.

☐ (1) I hereby certify that to the best of my knowledge the odometer reading reflects the amount of mileage in excess of its mechanical limits.

☐ (2) I hereby certify that the odometer reading is NOT the actual mileage. WARNING - ODOMETER DISCREPANCY.

MAKE	MODEL	BODY TYPE
FORD	CROWN-VIC	SD
VEHICLE IDENTIFICATION NUMBER		YEAR
2FAHP71V99X135273		2009

X [signature]

TRANSFEROR'S SIGNATURE

WATSON QUALITY FORD

PRINTED NAME

6130 I-55 North Frontage Rd

TRANSFEROR'S ADDRESS (STREET)

Jackson — MS — 39211

CITY — STATE — ZIP CODE

20 APR 2009

DATE OF STATEMENT

X Michael G. Warren

TRANSFEREE'S SIGNATURE

CITY OF CLINTON

PRINTED NAME

TRANSFEREE'S NAME

305 MONROE ST

TRANSFEREE'S ADDRESS (STREET)

CLINTON — MS — 39056-4

CITY — STATE — ZIP CODE

FORM # PAP-ODOM-103-N

LITHO IN U.S.A.

WATSON QUALITY Ford

6130 I-55 NORTH, JACKSON, MS 39211
(601) 956-7000

INVOICE NO. 165008

DATE 20 APR 2009

DEAL 170699

SOLD TO: CITY OF CLINTON
ADDRESS 305 MONROE ST
CLINTON, MS 39056-4207
(601)924-3523 924-5252

CUST. NO.	STOCK NO.	YEAR-MAKE	MODEL	NEW OR USED	SERIAL NO.	KEY NO.	SALESMAN
NA198002	J1576	2009 FORD	CROWN-VIC	NEW	2FAHP71V79X135272	FA1036X	HERRING,WES

OPTIONAL EQUIPMENT AND ACCESSORIES

RECEIVED
APR 23 2009
PURCHASING DEPT.
CITY OF CLINTON

PRICE OF VEHICLE		21107.00
TRADE-IN ALLOWANCE		
TRADING DIFFERENCE		21107.00
BALANCE OWING ON TRADE-IN		
LIENHOLDER:		
CUSTOMER SERVICES		
STATE SALES TAX		
TITLE FEE		5.00
STATE INSPECTION		5.00
TOTAL BALANCE	REBATE	21117.00
CASH PAID	CASH	
ESP/GAP/OTHER		
BALANCE DUE:		21117.00
BALANCE DUE FROM:		
PAYMENTS: @	21117.00	
TRADE-IN		
VIN:		

Legal title to this vehicle does not pass to purchaser until such time as the trade-in, if there be such, is proven to be unencumbered and/or the purchaser's check or draft, if there be such, has been verified and cleared.
"I hereby certify that this is true and original BILL OF SALE
WATSON QUALITY FORD

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

By ____

ALWAYS SHOW SERIAL, ENGINE AND KEY NUMB

170699

STATE TAX COMMISSION

J1576

78-002-07-7-1-000 (Rev. 04/07)

780020771000

DEPARTMENT OF REVENUE
TITLE BUREAU - POST OFFICE BOX 138[redacted]
JACKSON, MISSISSIPPI 39215

APPLICATION FOR CERTIFICATE OF TITLE

ENTER COMPLETE MISSISSIPPI TITLE NO. 9 DIGITS EXAMPLE 1 2 3 4 5 6 7-01

TITLE TYPE: ORIGINAL (0) [0] (First Miss. Title. Attach M.C.O. or other state title.) CORRECTION (C) [ ] (Attach Miss. Title) TRANSFER (T) [ ] (Attach Miss. Title) LIEN CHANGE (L) [ ] (Attach Miss. Title)

HAIL (H) [ ] FLOOD (F) [ ] SALVAGE (S) [ ] REBUILT (R) [ ] OTHER [ ]

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

YEAR	MAKE	MODEL/SERIES	CYL	NO. PASS OR GVW	BODY TYPE	COLOR	NEW	USED	FUEL	VEHICLE IDENTIFICATION NO. (VIN)	ODOMETER CODE EXAMPLE 00-123456
2009	FORD	CROWN-VIC	8		SD	BLACK	X		G	2FAHP71V79X135272	00-15

CODE: 00-ACTUAL, 11-EXCEEDS LIMIT, 12-NOT ACTUAL-DISCREPANCY

FROM WHOM PURCHASED (NAME)			STREET / APT. / P.O. BOX /			
WATSON QUALITY FORD, INC.			6130 I-55 NORTH			
CITY	STATE	ZIP CODE	PREVIOUS TITLE NO.	TITLING STATE	TAG NO.	EXP. YR.
JACKSON	MS	39211				

OWNER(S) LAST NAME, FIRST, INITIAL (&; &/OR; OR) FIRST, INITIAL			STREET / APT. / P.O. BOX /			
CITY OF CLINTON			305 MONROE ST			
CITY	STATE	ZIP CODE	CO. CODE	DATE OF PURCHASE	TRADE IN	PURCHASED OUT OF STATE
CLINTON	MS	39056-	252	MO APR DAY 20 YR 09	YES [ ] NO [X]	YES [ ] NO [ ]

1st LIENHOLDER NAME			STREET ADDRESS	
CITY	STATE	ZIP CODE	LIENHOLDER NUMBER Contact Lienholder & get this	DATE OF LIEN
				20 APR 2009

2nd LIENHOLDER NAME			STREET ADDRESS	
CITY	STATE	ZIP CODE	LIENHOLDER NUMBER Contact Lienholder & get this	DATE OF LIEN MO. DAY YR.

WATSON QUALITY FORD, INC. BY ______________
NAME OF SELLER AUTHORIZED SIGNATURE

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

*** DISCLOSURE STATEMENT AND PRIVACY ACT NOTICE ***

DRIVER'S LICENSE NUMBERS ARE REQUIRED BY STATE LAW AND WILL BE USED IN THE ADMINISTRATION OF STATE MOTOR VEHICLE LAWS. THE COMMISSION IS AUTHORIZED TO COLLECT THE INFORMATION PURSUANT TO 42 U.S.C. § 405(c)(2)(C) AND MISS. CODE ANN. § 63-21-15. TITLES AND REGISTRATION RECORDS MAY BE RELEASED ONLY PURSUANT TO 18 U.S.C. §§ 2721-2725. FAILURE TO PROVIDE THE INFORMATION WILL RESULT IN THE DENIAL OF A CERTIFICATE OF TITLE.

OWNER'S SIGNATURE Michael J Warren ______________ DRIVER'S LICENSE NUMBER
(PERSONALLY SIGNED IN INK BY OWNER OR AUTHORIZED REPRESENTATIVE)

JOINT OWNER'S SIGNATURE ______________ DRIVER'S LICENSE NUMBER
(PERSONALLY SIGNED IN INK BY OWNER OR AUTHORIZED REPRESENTATIVE)
(IF THERE IS NO JOINT OWNER LEAVE THIS LINE BLANK)

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

WATSON QUALITY FORD, INC. BY ______________
DESIGNATED AGENT AUTHORIZED SIGNATURE

DESIGNATED AGENT NO. 565-667-043-00 DATE 20 APR 2009 7073931[4]

(6/93)

See reverse of copy 4 for important information

OWNER'S TEMPORARY PERMIT APPLICATION NUMBER

EXHIBIT B

SCHEDULE OF RENTAL PAYMENTS

Lessee: **CITY OF CLINTON, MISSISSIPPI**

Commencement Date of Lease: JUNE 16, 2009

Number and Frequency of Payments: **THIRTY-SIX (36) MONTHLY PAYMENTS**

Rental Payment Schedule

Due Date	Payment Number	Total Payment	Principal Component	Interest Component
See Attached Schedule				

ompound Period ....: Monthly

Nominal Annual Rate ....:	3.200 %
Effective Annual Rate ...:	3.247 %
Periodic Rate ....:	0.2667 %
Daily Rate ....:	0.00889 %

CASH FLOW DATA

	Event	Start Date	Amount	Number	Period	End Date
1	Loan	06/16/2009	105,585.00	1		
2	Payment	07/16/2009	3,079.85	36	Monthly	06/16/2012

AMORTIZATION SCHEDULE - Normal Amortization, 360 Day Year

	Date	Payment	Interest	Principal	Balance
Loan	06/16/2009				105,585.00
1	07/16/2009	3,079.85	281.56	2,798.29	102,786.71
2	08/16/2009	3,079.85	274.10	2,805.75	99,980.96
3	09/16/2009	3,079.85	266.62	2,813.23	97,167.73
4	10/16/2009	3,079.85	259.11	2,820.74	94,346.99
5	11/16/2009	3,079.85	251.59	2,828.26	91,518.73
6	12/16/2009	3,079.85	244.05	2,835.80	88,682.93
2009	Totals	18,479.10	1,577.03	16,902.07	
7	01/16/2010	3,079.85	236.49	2,843.36	85,839.57
8	02/16/2010	3,079.85	228.91	2,850.94	82,988.63
9	03/16/2010	3,079.85	221.30	2,858.55	80,130.08
10	04/16/2010	3,079.85	213.68	2,866.17	77,263.91
11	05/16/2010	3,079.85	206.04	2,873.81	74,390.10
12	06/16/2010	3,079.85	198.37	2,881.48	71,508.62
13	07/16/2010	3,079.85	190.69	2,889.16	68,619.46
14	08/16/2010	3,079.85	182.99	2,896.86	65,722.60
15	09/16/2010	3,079.85	175.26	2,904.59	62,818.01
16	10/16/2010	3,079.85	167.51	2,912.34	59,905.67
17	11/16/2010	3,079.85	159.75	2,920.10	56,985.57
18	12/16/2010	3,079.85	151.96	2,927.89	54,057.68
2010	Totals	36,958.20	2,332.95	34,625.25	
19	01/16/2011	3,079.85	144.15	2,935.70	51,121.98
20	02/16/2011	3,079.85	136.33	2,943.52	48,178.46
21	03/16/2011	3,079.85	128.48	2,951.37	45,227.09
22	04/16/2011	3,079.85	120.61	2,959.24	42,267.85
23	05/16/2011	3,079.85	112.71	2,967.14	39,300.71
24	06/16/2011	3,079.85	104.80	2,975.05	36,325.66
25	07/16/2011	3,079.85	96.87	2,982.98	33,342.68
26	08/16/2011	3,079.85	88.91	2,990.94	30,351.74
27	09/16/2011	3,079.85	80.94	2,998.91	27,352.83
28	10/16/2011	3,079.85	72.94	3,006.91	24,345.92

	Date	Payment	Interest	Principal	Balance
29	11/16/2011	3,079.85	64.92	3,014.93	21,330.99
30	12/16/2011	3,079.85	56.88	3,022.97	18,308.02
2011	Totals	36,958.20	1,208.54	35,749.66	
31	01/16/2012	3,079.85	48.82	3,031.03	15,276.99
32	02/16/2012	3,079.85	40.74	3,039.11	12,237.88
33	03/16/2012	3,079.85	32.63	3,047.22	9,190.66
34	04/16/2012	3,079.85	24.51	3,055.34	6,135.32
35	05/16/2012	3,079.85	16.36	3,063.49	3,071.83
36	06/16/2012	3,079.85	8.02	3,071.83	0.00
2012	Totals	18,479.10	171.08	18,308.02	
Grand Totals		110,874.60	5,289.60	105,585.00	

EXHIBIT C

SCHEDULE OF PURCHASE OPTION PRICE

After Payment Number

THIRTY-SIX (36) MONTHLY PAYMENTS

Purchase Option Price

$1.00

EXHIBIT D

CERTIFICATE OF ACCEPTANCE

I, the undersigned, hereby certify that I am the duly qualified and acting **MAYOR** of the **CITY OF CLINTON, MISSISSIPPI** ("Lessee"); and, with respect to the Lease-Purchase Agreement dated **JUNE 16, 2009** (the "Lease"), by and between Lessee and Trustmark National Bank ("Lessor"), that:

1. The Equipment described in the Lease has been delivered and installed in accordance with Lessee's Specifications and has been accepted by Lessee.

2. The Rental Payments provided for in Exhibit B to the Lease shall commence and be due and payable on **JULY 16, 2009** and on the **16TH** day of each **MONTH** thereafter, in the amounts shown on Exhibit B to the Lease.

3. Lessee has appropriated and/or taken other lawful actions necessary to provide moneys sufficient to pay all Rental Payments required to be paid under the Lease during the current fiscal year of Lessee, and such moneys will be applied in payment of all Rental Payments due and payable during such current fiscal year.

4. Lessee has obtained from a reputable insurance company or self funded group qualified to do business in the State insurance with respect to all risks required to be covered thereby pursuant to Article VI of the Lease.

5. Lessee is exempt from all personal property taxes and is exempt from sales and/or use taxes with respect to the Equipment and the Rental Payments.

6. During the Term, the Equipment will be used by Lessee to perform essential governmental functions. Such functions are:

Operations related to public services in the **MUNICIPALITY**

7. There is no litigation, action, suit or proceeding pending before any court, administrative agency, arbitrator or governmental body, or to the best of Lessee's knowledge, threatened, that challenges (a) the authority of Lessee or its officers or employees to enter into the Lease, (b) the proper authorization, approval and execution of the Lease and other documents contemplated thereby, (c) the appropriation of moneys sufficient to make Rental Payments coming due under the Lease in Lessee's current fiscal year, or (d) the ability of Lessee otherwise to perform its obligations under the Lease and the transactions contemplated thereby.

All capitalized terms used and not otherwise defined herein have the meanings ascribed to them in the Lease.

Dated: **JUNE 16, 2009**

~~CITY OF~~ CLINTON, MISSISSIPPI

By: Rosemary G. Aultman

ROSEMARY AULTMAN

Its **MAYOR**

TRUSTMARK NATIONAL BANK
OPINION OF COUNSEL REVIEW FOR PUBLIC FINANCE LOANS
LEASE PURCHASE REQUESTS

Borrower: CITY OF CLINTON, MISSISSIPPI

Customer / Note #: 27562156-03917

Relationship Manager: NOLAN AIKENS Date: 6/16/2009

Note: Each Lease Purchase Agreement should be accompanied by an Opinion Letter from the issuing entities attorney. This checklist is meant to highlight the important acknowledgements of that letter and to ensure that Trustmark standards are being met. An answer of "NO" should be fully explained and documented in the comment section below.

YES	NO		
✓		1.	Is the Opinion letter addressed to Trustmark?
✓		2.	Is the Opinion letter signed by the entity's attorney of record?
			Preface each statement below with the following phrase: "Does the opinion letter state that:"
✓		3.	The Lessee is a political subdivision of the State of MS, operating under the constitution and laws of the State?
✓		4.	The Lessee is authorized and has the power under applicable law to enter into the Lease and to carry out its obligations in full?
✓		5.	The interest portion of the Lease payments due under the Lease is excluded from gross income for Federal income tax purposes?
✓		6.	The interest portion of the Lease payments due under the Lease is exempt from State of Mississippi income taxation?
✓		7.	The Lease is a qualified tax-exempt obligation as such term is used in Section 265(b)(3) of the Internal Revenue Code of 1986?

Comments:

I have reviewed the Opinion Letter attached and find it to be:

[X] Acceptable

[ ] Not Acceptable

Nolan Aikens
Loan Officer

6-23-09
Date

Kenneth R. Dreher, P.A.

ATTORNEY AT LAW
P.O. BOX 1121
CLINTON, MISSISSIPPI 39060

KENNETH R. DREHER
ATTORNEY AT LAW

TELEPHONE: (601) 925-5316
TELECOPIER: (601) 924-3812

JANINE BELL
PARALEGAL

June 19, 2009

Trustmark National Bank
Nolan Aikens, Vice President
1151 Pinehaven Boulevard
Clinton, MS 39056

Re: Lease-Purchase Agreement dated as of June 16, 2009, between Trustmark National Bank ("Lessor") and the City of Clinton, Mississippi ("Lessee") Five 2009 Crown Victoria Police Cars (See Exhibit "A")

Gentlemen:

I have acted as counsel to Lessee with respect to the Lease-Purchase Agreement described above (the "Lease") and various related matters, and, in this capacity, have reviewed a duplicate original or certified copy of the lease and the Exhibits attached thereto. Based upon the examination of these and such other documents as I deem relevant, it is my opinion that:

1. Lessee is a political subdivision of the State of Mississippi (the "State"), duly organized, existing and operating under the constitution and laws of the State.

2. Lessee is authorized and has power under applicable law to enter into the Lease and to carry out its obligations thereunder and the transactions contemplated thereby.

3. The Lease has been duly authorized, approved, executed and delivered by and on behalf of Lessee, and is a valid and binding contract of Lessee, enforceable in accordance with its terms, except to the extent limited by applicable state and federal laws affecting the enforcement of creditors rights and remedies generally.

4. The authorization, approval and execution of the Lease and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all applicable open meeting, public bidding and all other laws, rules and regulations of the State.

5. The execution of the Lease and the appropriation of moneys to pay the Rental Payments coming due thereunder do not result in the violation of any constitutional, statutory or other limitation relating to the manner, form or amount of indebtedness which may be incurred by Lessee.

6. There is no litigation, action, suit or proceeding pending before any court, administrative agency, arbitrator or governmental body or, to the best of my knowledge, threatened, that challenges the authority of Lessee or its officials, officers or employees to enter into the Lease; the proper authorization, approval and/or execution of the Lease, Exhibits thereto and other documents contemplated thereby; the appropriation of moneys to make Rental Payments under the Lease for the current fiscal year of Lessee; or the ability of Lessee otherwise to perform its obligations under the Lease and the transactions contemplated thereby.

7. (a) The Lease constitutes an obligation of the Lessee which is a political subdivision of the State of Mississippi within the meaning and for the purposes of Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), and Treasury Regulations and rulings thereunder.

   (b) Subject to the condition set forth in the immediately succeeding sentence, (a) the interest portion of the Lease Payments due under the Lease is excluded from gross income for federal income tax purposes, and (b) the Lease is not a "specified private activity bond" and the interest portion of the Lease Payments due under the Lease is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations; however, with respect to corporations (as defined for federal income tax purposes), such interest is taken into account in determining adjusted current earnings for the purpose of computing the alternative minimum tax imposed on such corporations. The opinions set forth in the immediately preceding sentence are subject to the condition that the Lessee comply with all requirements of the Code, compliance with which subsequent to the execution and delivery of the Lease is necessary in order that interest portion of the Lease payments due thereunder be, or continue to be, excluded from gross income for federal income tax purposes. The Lessee has covenanted to comply with each requirement in a Federal Tax Certificate of even date herewith. Failure to comply with certain of such requirements may cause the inclusion of the interest portion of the Lease Payments in gross income for federal income tax purposes to be retroactive to the date of issuance and delivery of the Lease. We express no opinion regarding other federal tax consequences arising with respect to the Lease.

8. The interest portion of the Lease Payments due under the Lease is exempt from State of Mississippi income taxation.

9. The Lease is a qualified tax-exempt obligation as such term is used in Section 265(b)(3) of the Internal Revenue Code of 1986.

Sincerely,

Ken Dreher

Kenneth R. Dreher, P.A.
City Attorney
City of Clinton, Mississippi

EXHIBIT A

EQUIPMENT

The Equipment which is the subject of the attached Lease-Purchase Agreement is as follows:

Quantity	Description	VIN
(5)	2009 CROWN VICTORIA POLICE CARS	2FAHP71V39X135270
		2FAHP71V09X135274
		2FAHP71V59X135271
		2FAHP71V99X135273
		2FAHP71V79X135272

EXHIBIT F

CITY OF CLINTON, MISSISSIPPI
LEASE-PURCHASE AGREEMENT
DATED AS OF 16TH day of JUNE 2009
FEDERAL TAX CERTIFICATE

Pursuant to the Code and regulations thereunder, I, the undersigned **ROSEMARY AULTMAN, MAYOR of the CITY OF CLINTON, MISSISSIPPI** (the "Lessee"), execute and deliver this certificate for the benefit of all persons interested in the exemption from federal income taxation of the interest to be paid on the Lease-Purchase Agreement (the "Lease") for the purchase of the equipment detailed in Exhibit A, attached hereto, between the Lessee and Trustmark National Bank, as lessor ("Lessor") dated **JUNE 16, 2009** and the tax treatment thereof under the Code.

This certificate may be relied upon as the certificate of the Lessee and is executed for the purpose of establishing the facts and reasonable expectations of the Lessee regarding the Lease. It is based upon facts, circumstances, estimates and expectations of the Lessee on the later to occur of the date on which the Certificate of Acceptance was executed and delivered or funds were disbursed by the Lessor in payment for the Equipment described therein (the "Closing Date"), and, to the best of my knowledge and belief, the expectations of the Lessee set forth herein are reasonable. I certify as follows:

1. I am the duly chosen, qualified and acting **MAYOR** of the Lessee and as such I am charged with the responsibility for executing the Lease. I am familiar with the facts herein certified, and I am duly authorized to execute and deliver this certificate on behalf of the Lessee.

2. The Lessee has not been notified by the Internal Revenue Service of any listing or proposed listing of its disqualification as an issuer whose certification of its reasonable expectations as to future events on the date of issue of the Lease may not be relied upon by holders of obligations of the Lessee because it made a previous certification which contained a material misrepresentation.

3. The Lease is being issued for the purpose of acquiring the Equipment described in the Lease for use by the Lessee, a governmental use within the meaning of the Code, and is therefore not a private activity bond as such term is defined in the Code. The use of the Equipment by any person other than a governmental unit (including any activity carried on by a person other than a natural person) shall not exceed ten percent (10%) of the total use thereof.

4. The total cost of the Equipment (including the expenses of issuing the Lease) to be financed pursuant to the Lease is **$105,585.00**. The balance, if any, of the Equipment costs will be provided by the Lessee from its own funds. The amount which the Lessee expects to receive pursuant to the Lease does not exceed the amount required for the aforementioned purpose.

5. The Lessor will acquire the Equipment from a vendor and will thereupon lease the Equipment to the Lessee pursuant to the Lease. The acquisition of the Equipment will not require any construction.

6. The Lessee reasonably expects that on the Closing Date the funds needed to acquire the Equipment will be disbursed by the Lessor pursuant to the Lease, and the Lease will thereupon constitute the obligation of the Lessee to repay said funds. The total amount of advances by the Lessor shall not exceed **$105,585.00**.

7. The Lessee does not expect the Equipment to be sold or otherwise disposed of, in whole or in part, or for any transaction or series of transactions to occur prior to the termination of the Lease which would enable the Lessee to allow the Lease to remain in force longer than would otherwise be necessary.

8. The Lessee reasonably expects that there will be no investment of money received by Lessee pursuant to the Lease and consequently no investment or reinvestment income therefrom.

9. The Lessee reasonably expects that no separate fund of the Lessee will be used to pay the Principal and Interest Components of the Rental Payments on the Lease.

10. The Lessee is a governmental unit or owned by a government unit with general taxing powers; no obligation of the Lessee pursuant to the Lease (the "Obligation") is a private activity bond (as defined in the Code); and ninety-five percent (95%) or more of the net proceeds of the Obligations are to be used for local governmental activities of the Lessee.

11. (a) The Lessee covenants and certifies to and for the benefit of the owners of the Obligations that it will neither take any action nor omit to take any action nor make any investment or use of the proceeds from the issue and sale of the Obligations, including amounts treated as proceeds, if any, which will cause the Obligations to be classified as arbitrage bonds within the meaning of Section 148 of the Code, as amended, supplemented or superseded, and any regulations as such may be applicable to the obligations, at the time of such action, investment or use.

(b) (i) The Lessee hereby determines and represents that no rebate relating to the Obligations will be required to be made under the Code. However, in the event it is subsequently determined for any reason that rebates should be made on the Obligations, then the Lessee shall take all actions necessary in order to comply with the requirements of Subsection 148(f) of the Code ("Subsection 148(f)") in order that none of the Obligations shall be treated as an arbitrage bonds pursuant to Subsection 148(f), including payment of all amounts, if any, required to be paid to the United States in accordance with and within the time limits prescribed in, the making of any and all calculations, computations and filings required pursuant to, and the maintenance of all such records as may be required pursuant to Subsection 148(f) and the Regulations, thereunder.

(ii) In the event it is determined that a rebate is required to the United States to avoid the Obligations being treated as arbitrage bonds under Subsection 148(f), then, in order to assure that there will be funds available to make any payments required pursuant to Subsection 148(f), the Lessee shall establish a separate and special account of the Lessee (to be designated the Rebate Account) into which the Lessee shall deposit: on or before the 30th day following each bond year (as hereinafter defined), (A) an amount equal to the excess of all earnings on all non-purpose investments (within the meaning of Subsection 148(f)) over the amount which would have been earned if such non-purpose investments had been invested at a rate equal to the yield (computed in accordance with Subsection 148(f)) on the Obligations which amounts shall be credited to a fund designated the Excess Income Fund; and (B) all amounts earned on amounts in the Rebate Account, which amounts shall be credited to a fund designated as the Rebate Account Earning Fund. Amounts in the Rebate Account shall be used solely and only to make payments of rebates to the United States as required pursuant to Subsection 148(f), provided that, if at any time the amount in the Rebate Account exceeds the amount which, together with all amounts previously paid to the United States with respect to the Obligations pursuant to Subsection 148(f), will equal the amount which would be required to be rebated to the United States as a result of earnings on non-purpose investments received during the period beginning on the date of delivery of the Obligations and ending on the date of computation, the Lessee may, in its discretion, withdraw such excess from the Rebate Account and apply such monies to the rental payments due under the Lease or, if all payments due on the Obligations shall have been paid in full, and all rebates to the United States payable pursuant to Subsection 148(f) shall have been paid in full, the Lessee may use the amount withdrawn for any purpose permitted under the applicable laws of the State of Mississippi.

(iii) As used above, the term "Bond Year" shall mean the one-year period beginning on the date of delivery of the Obligations and each succeeding one-year period beginning on the day succeeding the immediately preceding Bond Year, or shall have such other meaning based on facts and circumstances relating to the Obligations as shall be specified in the Subsection 148(f) Regulations.

(c) The Lessee shall not intentionally use any portion of the proceeds (within the meaning of Subsection 148(a) of the Code and any regulations promulgated pursuant thereto) of the Obligations to acquire higher yielding investments (as defined in Subsection 148(a) of the Code and all regulations promulgated pursuant thereto) or to replace funds which were used directly or indirectly to acquire higher yielding investments, except to the extent specifically permitted pursuant to Section 148 of the Code and any regulations promulgated thereunder.

(d) The Lessee shall not purchase or acquire any investment property with proceeds (within the meaning of Section 148 of the Code) of the Obligations in a manner or for a price which would cause any of the obligations to be or become an arbitrage bond, within the meaning of Section 148 of the Code and the regulations promulgated thereunder, including, without limitation, to the extent prescribed by applicable regulations, investments (regardless of yield) which do not comply with the provisions of any regulations intended to assure that obligations are acquired at their "market price."

(e) In connection with the delivery of the Obligations, the Lessee has not and will not engage in any transaction or series of transactions that attempts to circumvent the provisions of section 148 of the Code and the Treasury Regulations issued thereunder or applicable thereto (a) enabling the Lessee to exploit the difference between tax-exempt and taxable interest rates to gain a material financial advantage, and (b) increasing the burden on the market for exempt obligations, including, without limitation, the delivery of obligations in the nature of the Obligations that would not otherwise be sold, the incurring of more obligations in the nature of the Obligations than would otherwise be necessary, or the incurring of such obligations sooner, or allowing them to remain outstanding longer, than would otherwise be necessary.

12. (a) The Obligation(s) are not private activity bonds within the meaning of Section 141 of the Code.

(b) No more than 10% of the proceeds of the Obligation(s) will be used, directly or indirectly, in a trade or business (within the meaning of Section 141 of the Code and including any activity carried on by any person other than a natural person) carried on by any person other than a governmental unit (within the meaning of Section 141 of the Code and specifically excluding the United States of America or any agency or instrumentality thereof).

(c) No more than 10% of any property with respect to which all or any part of the proceeds of the Obligation(s) will be used, directly or indirectly, in a trade or business (within the meaning of Section 141 of the Code and including any activity carried on by any person other than a natural person), other than a governmental unit (within the meaning of Section 141 of the Code and specifically excluding the United States of America or any agency or instrumentality thereof).

(d) None of the proceeds of the Obligation(s) will be used for any private business use (within the meaning of Section 141 of the Code) which is not related to a governmental use (within the meaning of Section 141 of the Code) of such proceeds.

(e) The amount of proceeds of the Obligation(s) used with respect to any private business use which is related to a governmental use of such proceeds will not exceed the amount of proceeds of the Obligation(s) which are to be used for the governmental use to which such private business use relates.

(f) None of the proceeds of the Obligation(s) will be used to make or finance loans for persons other than governmental units.

(g) In no event will the payment of the principal of or the interest on more than 10% of the proceeds of the Obligation(s) be (under the terms of the Lease or any underlying arrangement) directly or indirectly secured (within the meaning of Section 141 of the Code) by any interest in property used or to be used in a private business use or payments in respect to such property or to be derived from payments (whether or not to the Lessee) in respect of property or borrowed money used or to be used for a private business use. No party (other than a governmental unit) which shall use all or any part of the property acquired pursuant to the Lease shall make any payments to the Lessee which are in any way related to any property acquired pursuant to the Lease or in any other way related thereto, if the aggregate of all such payments from all such private parties shall in any year equal or exceed 10% of the principal or interest portion of the Rental Payments under the Lease payable during such year, unless the Lessee shall have received an opinion of nationally recognized bond counsel to the effect that receipt of such payments will not adversely affect the exclusion of interest on the Lease from gross income for federal income tax purposes.

13. The Lessee covenants and certifies that there are no other obligations heretofore issued or to be issued by or on behalf of any state, territory or possession of the United States, or political subdivision of any of the foregoing, or of the District of Columbia, by or for the benefit of the Lessee, which (1) were or are to be sold at substantially the same time as the Obligation(s), (2) was or is to be sold at substantially the same interest rate as the Interest Component of the Rental Payments, (3) was or is to be sold pursuant to a common plan of marketing as the marketing plan for the Obligation(s), and (4) is payable directly or indirectly by the Lessee or from the source from which the Obligation(s) is payable. The Lessee covenants and certifies that there are no additional facts or circumstances which may further evidence that the Obligation(s) is part of any other issue of obligations.

14. The Lessee covenants and certifies that no payment of principal of or interest on the Obligation(s) is or will be guaranteed (in whole or in part, directly or indirectly) by the United States, or any agency or instrumentality thereof or any entity with statutory authority to borrow from the United States. The Lessee represents, warrants and covenants that none of the proceeds of the Obligation(s) will be: (a) used to make loans, the payment of principal of or interest on which is or will be guaranteed (in whole or in part, directly or indirectly) by the United States or any agency or instrumentality thereof or any entity with statutory authority to borrow from the United States, or (b) invested (directly or indirectly) in any deposit or account which is insured under federal law by the Federal Deposit Insurance Corporation, the Federal Savings and Loan Insurance Corporation, the National Credit Union Administration or any similar federally chartered corporation, other than: (i) the investment of the proceeds of the Obligations for an initial temporary period (within the meaning of subparagraph 3(B) of Subsection 149(b) of the Code) until such proceeds are needed for the purpose for which the Obligations are being issued; (ii) investments of a bona fide debt service fund (within the meaning of Subparagraph 3(B) of Subsection 149(b) of the Code); (iii) investments of a reserve which meets the requirements of Subsection 148(d) of the Code; (iv) investments in notes issued by the United States Treasury; (v) or other investments permitted under regulations promulgated by the Internal Revenue Service pursuant to Subsection 149(b) of the Code.

15. The Lessee covenants and certifies that, notwithstanding any provision of this Certificate or the rights of the Lessee hereunder, the Lessee will not take or permit to be taken on its behalf any action which would impair the exemption of interest on the Obligation(s) from federal income taxation, and it will take such reasonable action as may be necessary to continue such exemption, including, without limitation, the preparation and filing of any statements required to be filed by it in order to maintain such exemption.

All representations, warranties and covenants contained in the Lease are true and correct as of the date of this Certificate.

Dated as of the **JUNE 16, 2009.**

CITY ~~OF~~ CLINTON, MISSISSIPPI, Lessee

By: Rosemary G. Aultman
ROSEMARY AULTMAN
Its: **MAYOR**

ATTEST: Russell L Wall

By: RUSSELL L WALL, City CLERK/CFO

Its:

(SEAL) CITY OF CLINTON OFFICIAL SEAL MISSISSIPPI

EXHIBIT G

CERTIFICATE OF INSURANCE

See the attached Certificate of Insurance

The City of Clinton is a self insurer of all its vehicles and equipment. As such an insurance policy is not available.

Trustmark National Bank

P O Box 1182
Jackson, MS 39205-0291

June 16, 2009

City of Clinton, MS
Attn: Rosemary Aultman, Mayor
P.O. Box 156
Clinton, MS 39060

Dear Rosemary Aultman:

Please find enclosed the Lease-Purchase Agreement between Trustmark National Bank and the **City of Clinton, Mississippi** for the purchase of **FIVE (5) 2009 CROWN VICTORIA POLICE CARS, VIN NUMBERS 2FAHP71V39X135270; 2FAHP71V09X135274; 2FAHP71V59X135271; 2FAHP71V99X135273 AND 2FAHP71V79X135272.** Also enclosed is a 36 month amortization schedule and the 8038-G Tax Form.

I am listing requirements, in addition to the appropriate signatures, necessary to ensure complete execution of the document.

1. Attach equipment invoice to Exhibit A (Equipment)
2. Complete all blanks and sign Exhibit D (Certificate of Acceptance)
3. Board attorney must sign and date Exhibit E (Opinion of Council)
4. Complete all blanks, sign and date Exhibit F (Federal Tax Certificate), as well as Tax Form 8038-G
5. Attach Certificate of Insurance to Exhibit G (Certificate of Insurance)
6. Please include the City's most recent audited financial statement and current budget

Once your Board has approved, and the document has been fully executed, please mail back to my attention as addressed below:

Trustmark National Bank
Attn: Nolan Aikens/Vice President
1151 Pinehaven Blvd.
Clinton, MS 39056

Payment will be made as requested, once the agreement has been finalized and processed. In the meantime, if there are any questions please feel free to contact me at (601) 944-7969 or 1-800-844-2000 Ext. 7969.

Sincerely,

Nolan Aikens

Nolan Aikens
Vice President

Form **8038-G** (Rev. November 2000) Department of the Treasury Internal Revenue Service

Information Return for Tax-Exempt Governmental Obligations

▶ Under Internal Revenue Code section 149(e)

▶ See separate Instructions.

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

OMB No. 1545-0720

Part I Reporting Authority

If Amended Return, check here ▶ ☐

1 Issuer's name: City of Clinton, Mississippi	2 Issuer's employer identification number: 64 : 6000260
3 Number and street (or P.O. box if mail is not delivered to street address): P.O. BOX 156	Room/suite: — ; 4 Report number: 3
5 City, town, or post office, state, and ZIP code: Clinton, MS 39060	6 Date of issue: 06/16/2009
7 Name of issue:	8 CUSIP number:
9 Name and title of officer or legal representative whom the IRS may call for more information: Rosemary Aultman, Mayor	10 Telephone number of officer or legal representative: ( )

Part II Type of Issue (check applicable box(es) and enter the issue price) See instructions and attach schedule

11	☐ Education	11	
12	☐ Health and hospital	12	
13	☐ Transportation	13	
14	☐ Public safety	14	
15	☐ Environment (including sewage bonds)	15	
16	☐ Housing	16	
17	☐ Utilities	17	
18	☑ Other. Describe ▶ FIVE (5) 2009 CROWN VICTORIA POLICE CARS	18	$105,585.00
19	If obligations are TANs or RANs, check box ▶ ☐ If obligations are BANs, check box ▶ ☐		
20	If obligations are in the form of a lease or installment sale, check box ▶ ☑		

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

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	06/16/2012	$ 105,585.00	$	years	3.20 %

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

22	Proceeds used for accrued interest			22	
23	Issue price of entire issue (enter amount from line 21, column (b))			23	$105,585.00
24	Proceeds used for bond issuance costs (including underwriters' discount)	24			
25	Proceeds used for credit enhancement	25			
26	Proceeds allocated to reasonably required reserve or replacement fund	26			
27	Proceeds used to currently refund prior issues	27			
28	Proceeds used to advance refund prior issues	28			
29	Total (add lines 24 through 28)			29	$105,585.00
30	Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)			30	

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

31 Enter the remaining weighted average maturity of the bonds to be currently refunded ▶ ______ years

32 Enter the remaining weighted average maturity of the bonds to be advance refunded ▶ ______ years

33 Enter the last date on which the refunded bonds will be called ▶ ______

34 Enter the date(s) the refunded bonds were issued ▶

Part VI Miscellaneous

35	Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35	
36a	Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (see instructions)	36a	
b	Enter the final maturity date of the guaranteed investment contract ▶		
37	Pooled financings: a Proceeds of this issue that are to be used to make loans to other governmental units	37a	

b If this issue is a loan made from the proceeds of another tax-exempt issue, check box ▶ ☐ and enter the name of the issuer ▶ ______ and the date of the issue ▶ ______

38 If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box ▶ ☑

39 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box ▶ ☐

40 If the issuer has identified a hedge, check box ▶ ☐

Sign Here

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete.

▶ Rosemary S. Aultman 6-18-09 ▶ Rosemary Aultman, Mayor

Signature of issuer's authorized representative — Date — Type or print name and title

Form **8038-G** (Rev. November 2000) Department of the Treasury Internal Revenue Service

Information Return for Tax-Exempt Governmental Obligations

▶ Under Internal Revenue Code section 149(e)

▶ See separate Instructions.

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

OMB No. 1545-0720

Part I Reporting Authority

If Amended Return, check here ▶ ☐

1 Issuer's name: City of Clinton, Mississippi	2 Issuer's employer identification number: 64 : 6000260
3 Number and street (or P.O. box if mail is not delivered to street address): P.O. BOX 156 — Room/suite:	4 Report number: 3
5 City, town, or post office, state, and ZIP code: Clinton, MS 39060	6 Date of issue: 06/16/2009
7 Name of issue:	8 CUSIP number:
9 Name and title of officer or legal representative whom the IRS may call for more information: Rosemary Aultman, Mayor	10 Telephone number of officer or legal representative: ( )

Part II Type of Issue (check applicable box(es) and enter the issue price) See instructions and attach schedule

11	☐ Education	11	
12	☐ Health and hospital	12	
13	☐ Transportation	13	
14	☐ Public safety	14	
15	☐ Environment (including sewage bonds)	15	
16	☐ Housing	16	
17	☐ Utilities	17	
18	☑ Other. Describe ▶ FIVE (5) 2009 CROWN VICTORIA POLICE CARS	18	$105,585.00
19	If obligations are TANs or RANs, check box ▶ ☐ If obligations are BANs, check box ▶ ☐		
20	If obligations are in the form of a lease or installment sale, check box ▶ ☑		

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

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	06/16/2012	$ 105,585.00	$	years	3.20 %

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

22	Proceeds used for accrued interest	22	
23	Issue price of entire issue (enter amount from line 21, column (b))	23	$105,585.00
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33 Enter the last date on which the refunded bonds will be called ▶ ______

34 Enter the date(s) the refunded bonds were issued ▶

Part VI Miscellaneous

35	Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35	
36a	Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (see instructions)	36a	
b	Enter the final maturity date of the guaranteed investment contract ▶		
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b If this issue is a loan made from the proceeds of another tax-exempt issue, check box ▶ ☐ and enter the name of the issuer ▶ ______ and the date of the issue ▶

38 If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box ▶ ☑

39 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box ▶ ☐

40 If the issuer has identified a hedge, check box ▶ ☐

Sign Here

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete.

Rosemary G. Aultman — 6-19-2009 — Rosemary Aultman, Mayor

Signature of issuer's authorized representative — Date — Type or print name and title

Mississippi - UCC1 FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Trustmark National Bank
P.O. Box 1182
Jackson, MS 39205

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME	City of Clinton, Mississippi				
OR 1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME		SUFFIX
1c. MAILING ADDRESS P. O. Box 156		CITY Clinton	STATE MS	POSTAL CODE 39060	1D. COUNTY # 25
ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION Municipality	1f. JURISDICTION OF ORGANIZATION Mississippi	1g. ORGANIZATIONAL ID #, if any		☑ NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME					
OR 2b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME		SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	2D. COUNTY #
ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any		☐ NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME	Trustmark National Bank				
OR 3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME		SUFFIX
3c. MAILING ADDRESS P. O. Box 291		CITY Jackson	STATE MS	POSTAL CODE 39205	COUNTRY US

4. This FINANCING STATEMENT covers the following collateral:

FIVE (5) 2009 CROWN VICTORIA POLICE CARS, VIN NUMBERS 2FAHP71V39X135270; 2FAHP71V09X135274; 2FAHP71V59X135271; 2FAHP71V99X135273 AND 2FAHP71V79X135272

5. ALTERNATIVE DESIGNATION [if applicable]: ☑ LESSEE/LESSOR ☐ CONSIGNEE/CONSIGNOR ☐ BAILEE/BAILOR ☐ SELLER/BUYER ☐ AG. LIEN ☐ NON-UCC FILING

6. ☐ This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum [if applicable] 7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [ADDITIONAL FEE] [optional] ☐ All Debtors ☐ Debtor 1 ☐ Debtor 2

8. OPTIONAL FILER REFERENCE DATA

SECRETARY OF STATE OF MS

Mississippi - UCC1AD FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME

City of Clinton, Mississippi

OR

9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME,SUFFIX

10. MISCELLANEOUS:

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME

OR

11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME		SUFFIX
11c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	11D. COUNTY #

ADD'L INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION	11g. ORGANIZATIONAL ID #, if any
			☐ NONE

12. ☐ ADDITIONAL SECURED PARTY'S or ☐ ASSIGNOR S/P'S NAME - insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME

OR

12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME		SUFFIX
12c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

13. This FINANCING STATEMENT covers ☐ timber to be cut or ☐ as-extracted collateral, or is filed as a ☐ fixture filing.

14. Description of real estate:

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

16. Additional collateral description:

17. Check only if applicable and check only one box.

Debtor is a ☐ Trust or ☐ Trustee acting with respect to property held in trust or ☐ Decedent's Estate

18. Check only if applicable and check only one box.

☐ Debtor is a TRANSMITTING UTILITY

☐ Filed in connection with a Manufactured-Home Transaction — effective 30 years

☐ Filed in connection with a Public-Finance Transaction — effective 30 years

[redacted]

Mississippi - UCC1 FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Trustmark National Bank
P.O. Box 1182
Jackson, MS 39205

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME: City of Clinton, Mississippi				
OR 1b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME		SUFFIX
1c. MAILING ADDRESS: P. O. Box 156	CITY: Clinton	STATE: MS	POSTAL CODE: 39060	1D. COUNTY #: 25
[redacted] ADD'L INFO RE ORGANIZATION DEBTOR; 1e. TYPE OF ORGANIZATION: Municipality	1f. JURISDICTION OF ORGANIZATION: Mississippi	1g. ORGANIZATIONAL ID #, if any		☑ NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME				
OR 2b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME		SUFFIX
2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	2D. COUNTY #
[redacted] ADD'L INFO RE ORGANIZATION DEBTOR; 2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any		☐ NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME: Trustmark National Bank				
OR 3b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME		SUFFIX
3c. MAILING ADDRESS: P. O. Box 291	CITY: Jackson	STATE: MS	POSTAL CODE: 39205	COUNTRY: US

4. This FINANCING STATEMENT covers the following collateral:

FIVE (5) 2009 CROWN VICTORIA POLICE CARS, VIN NUMBERS 2FAHP71V39X135270; 2FAHP71V09X135274; 2FAHP71V59X135271; 2FAHP71V99X135273 AND 2FAHP71V79X135272

5. ALTERNATIVE DESIGNATION [if applicable]: ☑ LESSEE/LESSOR ☐ CONSIGNEE/CONSIGNOR ☐ BAILEE/BAILOR ☐ SELLER/BUYER ☐ AG. LIEN ☐ NON-UCC FILING

6. ☐ This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum [if applicable]
7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [ADDITIONAL FEE] [optional] ☐ All Debtors ☐ Debtor 1 ☐ Debtor 2

8. OPTIONAL FILER REFERENCE DATA

SECRETARY OF STATE OF MS

Mississippi - UCC1AD FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

	9a. ORGANIZATION'S NAME City of Clinton, Mississippi		
OR	9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME,SUFFIX

10. MISCELLANEOUS:

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (11a or 11b) - do not abbreviate or combine names

	11a. ORGANIZATION'S NAME				
OR	11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME		SUFFIX
11c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	11D. COUNTY #
ADD'L INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION	11g. ORGANIZATIONAL ID #, if any		☐ NONE

12. ☐ ADDITIONAL SECURED PARTY'S or ☐ ASSIGNOR S/P'S NAME - insert only one name (12a or 12b)

	12a. ORGANIZATION'S NAME				
OR	12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME		SUFFIX
12c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY

13. This FINANCING STATEMENT covers ☐ timber to be cut or ☐ as-extracted collateral, or is filed as a ☐ fixture filing.

14. Description of real estate:

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

16. Additional collateral description:

17. Check only if applicable and check only one box.

Debtor is a ☐ Trust or ☐ Trustee acting with respect to property held in trust or ☐ Decedent's Estate

18. Check only if applicable and check only one box.

☐ Debtor is a TRANSMITTING UTILITY

☐ Filed in connection with a Manufactured-Home Transaction — effective 30 years

☐ Filed in connection with a Public-Finance Transaction — effective 30 years

M & I ACCOUNT FORM

ACCOUNT STYLING: City of Clinton

COST CENTER: 8017

BRANCH: 512

SIC CODE: 92-1120

ORGANIZATION TYPE: N (REVISED 9/96)

C = Corporation
P = Partnership
I = Individual Business or Proprietorship
S = Executive Officer of Trustmark
O = Officer of Trustmark
D = Director of Trustmark
E = Employee of Trustmark
B = Executive Officer/Director/Principle Shareholder-Another Bank
N = None of the Above

PURPOSE CODE: B

B = Business
P = Personal

POLITICAL CODE: 1 User code 3 City

1 = Loans to Local Politicians (City & County)
2 = Loans to State Politicians
3 = Loans to Federal Politicians
4 = Immediate Families of Politicians

NEW LOAN INFORMATION FOR EXISTING ACCOUNT

COST CENTER: 8017

BRANCH: 512

BILLING INFORMATION: ✓ Coupon

_______ Bill

COLLECTION RESPONSIBILITY CODE: 0 User Code 3

S = Loan reports to Special Assets
0 = Loan reports to Officer

AUTO CHARGE ACCT # ____________________

CITY OF CLINTON AGENDA ITEM FACT SHEET

BOARD MEETING DATE: June 16, 2009 AGENDA ITEM NO. 9

CONSENT AGENDA: TO:

FOR:

ACCOUNT NO:

INTRODUCED BY:

DISCUSSION/ACTION: Approve the lease-purchase bid from Trustmark National Bank for One (1) Ford F250 Crew Cab 4WD pick-up truck for the Fire Department.

INTRODUCED BY: Russell Wall, City Clerk

BOARD ACTION:

MOTION MADE BY: Bishop

SECONDED BY: Barnett

VOTE CAST: TAKEN:	"AYE"	"NAY"	ACTION
Brabham	✓		
Hisaw	✓		
Greer	✓		
Bishop	✓		
Peace	✓		
Morgan	✓		
Barnett	✓		
Mayor Aultman			

AGENDA ITEMS MUST BE TURNED IN TO THE CITY CLERK WITH ALL ATTACHMENTS NO LATER THAN 5 P.M. ON THE WEDNESDAY PRECEEDING THE TUESDAY BOARD MEETING TO BE INCLUDED ON THE AGENDA. THIS DEADLINE GIVES THE CLERK TIME TO PREPARE THE AGENDA AND ALSO TO COPY THE AGENDA. PLEASE REMEMBER ALL OF THIS TAKES SOME TIME AND THIS IS WHY WE HAVE THIS DEADLINE. THANKS.

ALDERMEN
Tony Hisaw
Ward One

Tony M. Greer
Ward Two

Mike Bishop
Ward Three

Kathy Peace
Ward Four

City of Clinton
Mississippi
Rosemary Aultman, Mayor

ALDERMEN
Mike Morgan
Ward Five

William Barnett
Ward Six

Jehu Brabham
Alderman-At-Large

Russell L. Wall
City Clerk

MEMORANDUM

TO: Mayor and Board of Aldermen

FROM: Russell Wall, City Clerk RWall

DATE: June 11, 2009

RE: Financing Rates for one (1) Ford F250 Crew Cab 4WD Pick-up Truck

I requested and received leasing rate quotes from BancorpSouth Equipment Finance (Bancorp South Bank, Hattiesburg, MS) and Trustmark National Bank (Clinton, MS) for the funding of one (1) pick-up truck for the Fire Department. The estimated cost of the contract is $25,086.24 for this agreement.

Details of the bid are listed below:

Fire Department	BancorpSouth Equipment Finance	Trustmark National Bank
One Ford F250 Crew Cab 4WD Pick-up Truck		
Lease term of 36 months:		
Monthly Payments (in arrears)	$698.21	$696.84
Annual rate	3.32%	3.19%

Based on the above information, I am recommending that we accept the funding offer from Trustmark National Bank for this lease-purchase transaction.

Trustmark National Bank
1151 Pinehaven Rd
Clinton, MS 39056
601-354-5948 Phone
601-944-7999 Fax

Trustmark

June 10, 2009

RECEIVED
JUN 0 9 2009
OFFICE OF THE CITY CLERK
CITY OF CLINTON
2:30 pm

Rosemary Aultman, Mayor
City of Clinton
P.O. Box 156
Clinton, Miss. 39060

Dear Mayor Aultman:

I am pleased to inform you that Trustmark National Bank "Trustmark/Bank" has approved the following financing "Commitment" for the City of Clinton, Mississippi "City":

Amount: $23,893.00 (Twenty Three Thousand Eight Hundred Ninety Three Dollars), "Lease-Purchase".

Purpose: To fund the lease purchase of One (1) 2009 Ford F250 CC XL 5.4L V8 pickup truck.

Terms: 36 monthly payments each in the amount of $696.84. The total amount to be repaid will be $25,086.24.

Interest Rate: The interest rate will be fixed at 3.19% for the entire term of the lease purchase.

Collateral: This Lease-Purchase will be secured by a first lien, provided for in the Lease Purchase Agreement, covering one (1) 2009 Ford F250 CC XL 5.4L V8 pickup truck.

Fees: There will be no fees charged to the City for this financing.

Prepayment: This Lease-Purchase does not have a prepayment penalty.

This offer is subject to the following general terms and conditions:

1. **AUTHORITY:** The Lease and other documentation will be authorized and entered into in accordance with State law. An opinion of counsel regarding the legality of the transaction will be required. Further, this transaction must be designated by a resolution or order of the Board of Alderman (the Board) as a qualified, "tax-exempt obligation" pursuant to Section 265 of the Internal Revenue Code.

2. **DOCUMENTATION:** Trustmark will provide the Lease-Purchase Agreement needed to undertake this transaction at no cost to the City. The City agrees to provide to Trustmark other customary documentation for this type transaction including, but not limited to, an **opinion of counsel to the effect that the interest payments are exempt from all federal and state taxation**. The City will also complete an IRS Form 8038-GC in a timely manner and provide a copy to Trustmark.

3. **EXPIRATION:** The aforementioned quote will expire at midnight July 10, 2009, unless accepted prior to then by the City of extended by mutual agreement between Trustmark and the City.

I hope that you find the terms and conditions set out in this Commitment acceptable. If so, please acknowledge your acceptance by signing one copy of this letter at the bottom and returning it to me in the enclosed envelope.

Sincerely,

Nolan Aikens
Vice President

ACCEPTANCE

The terms and conditions set out in this letter are accepted this the 16th day of JUNE, 2009.

City of Clinton, Mississippi

By: Rosemary G. Aultman MAYOR
Title

BancorpSouth
Equipment Finance

6/9/2009

Sent via: E-Mail: arichburg@clintonms.org

City of Clinton
P.O. Box 156
Clinton, Ms

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

1. Lessor:	BancorpSouth Equipment Finance, a division of BancorpSouth Bank
2. Lessee:	City of Clinton
3. Equipment Description:	2009 Ford F250 Pickup Truck
4. Equipment Cost:	$23,893.00
5. Lease Term:	3 Years
6. Lease Payments:	(These are approximate payment amounts. The actual payment will be determined at funding date.) **36 Monthly payments of $698.21** **Payment in Arrears**
7. Lease Rate:	3.32%
8. Funding Date:	This proposal is contingent upon the equipment being delivered and the lease funded prior to 8/31/2009. If the equipment is not delivered and the lease funded prior to 8/31/2009, this proposal is null and void. Any extension of the funding date must be in writing.
9. Purchase Option:	Title is passed to Lessee at lease expiration for no further consideration.

10. Non-appropriation/Termination: The lease provides that Lessee is to make reasonable efforts to obtain funds to satisfy the obligation in each fiscal year. However, the lease may be terminated without penalty in the event of non-appropriation. In such event, the Lessee agrees to provide an attorney's opinion confirming the events of non-appropriation and Lessee's exercise of diligence to obtain funds.

11. Bank Qualification: This lease-purchase financing shall be designated as a bank qualified tax-exempt transaction as per the 1986 Federal Tax Bill. **This means that the Lessee's governing body will pass a resolution stating that it does not anticipate issuing more than $30 million in General Obligation debt or other debt falling under the Tax Bill's definition of qualifying debt during the calendar year that the lease is funded.**

12. Tax Status: This proposal is subject to the Lessee being qualified as a governmental entity or "political subdivision" within the meaning of Section 103(a) of the Internal Revenue Code of 1954 as amended, within the meaning of said Section. Lessee agrees to cooperate with Lessor in providing evidence as deemed necessary or desirable by Lessor to substantiate such tax status.

13. Net Lease: This will be a net lease transaction whereby maintenance, insurance, taxes (if applicable), compliance with laws and similar expenses shall be borne by Lessee.

14. Financial Statements: Complete and current financial statements must be submitted to Lessor for review and approval of Lessee creditworthiness.

15. Lease Documentation: This equipment lease-purchase package is subject to the mutual acceptance of lease-purchase documentation within a reasonable time period, otherwise payments will be subject to market change.

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

This proposal expires as of the close of business on 7/15/2009. Extensions must be approved by the undersigned.

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

Bob Lee
Vice President

ACKNOWLEDGMENT AND ACCEPTANCE

By: ______________________________
Title

Date: ______________________________

Interoffice
MEMORANDUM

To: Russell

From: Lucy Lucy

Date: June 3, 2009

Re: June 16th Agenda

Under recognitions for the next agenda please add Mike Bishop and Bill Barnett. The Mayor will recognize them and present them with a plaque's honoring their years of service with the city.

from the desk of...

Lucy Lupo
Executive Asst. to the Mayor
City of Clinton
Post Office Box 156
Clinton, Mississippi 39060
Telephone: 601-925-6103
Fax: 601-924-0113