

There came on for consideration by the Board of Trustees of the Tupelo Public School District, Tupelo, Mississippi, the matter of the issuance of a Note of the District in the principal amount of Three Million and No/100 Dollars (\$3,000,000). After a discussion of the subject, Board Member _____ offered and moved the adoption of the following resolution:

A RESOLUTION AUTHORIZING AND DIRECTING THE ISSUANCE AND SALE OF A NOTE OF THE TUPELO PUBLIC SCHOOL DISTRICT IN THE MAXIMUM PRINCIPAL AMOUNT OF THREE MILLION AND NO/100 DOLLARS (\$3,000,000) TO RAISE MONEY TO PAY FOR THE COSTS OF THE CONSTRUCTION, REHABILITATION, OR REPAIR OF A PUBLIC SCHOOL FACILITY, ACQUIRING LAND THEREFOR, EQUIPPING SAID FACILITY, AND TO PAY THE COSTS OF SUCH BORROWING.

WHEREAS, the Board of Trustees of the Tupelo Public School District of Tupelo, Mississippi, (the "Board") acting for and on behalf of the Tupelo Public School District (the "District"), hereby finds, determines, adjudicates and declares as follows:

1. Heretofore, on June 23, 2009, the Board did adopt a resolution wherein the Board found, determined and adjudicated that it is necessary to borrow an amount not exceeding \$8,750,000 and to issue notes as evidence of such borrowing in the amount and for the purpose aforesaid, and declared its intention to authorize such borrowing and to issue said notes, or a portion thereof, as a Qualified School Construction Bond for purposes of the Code and regulations promulgated thereunder.

2. On July 28, 2009, the Board adopted a resolution finding and determining that its resolution of June 23, 2009, had been duly published as required by law; no petition or other objection of any kind or character against the issuance of the Note described in said resolution or calling for a referendum was filed; that the Board was authorized to issue said Note, and directing the issuance of the Note at a later date.

3. By letter dated on or about July 22, 2009, the Board received final approval from the Mississippi State Department of Education to issue the principal amount of the Note authorized to be issued pursuant to this Resolution.

4. The Board is now authorized and empowered by the provisions of the Act to issue a note in the maximum principal amount of \$3,000,000 (the "Note"), registered as to principal in the form and manner hereinafter provided for by Sections 31-21-1 through 31-21-7, Mississippi Code of 1972.

5. The Board deems it in the best interests of the District to: (a) sell its Note to the Purchaser, (b) authorize the Superintendent to designate a bank to serve as Trustee for the District's Note and to hold and invest the funds in the District's Note Fund, and (c) to approve the District taking all other actions necessary for the issuance of its Note as a Qualified School Construction Bond.

6. (a) In addition to any words and terms elsewhere defined herein, the following words and terms shall have the following meanings, unless some other meaning is plainly intended:

"Act" shall mean Sections 37-59-101, et seq., and Section 37-59-301 of the Mississippi Code of 1972, as amended.

"Board" shall mean the Board of Trustees of the Tupelo Public School District.

"Bond Counsel" shall mean Watkins and Young PLLC, Jackson, Mississippi.

"Clerk" shall mean the Secretary of the Board.

"Code" shall mean the Internal Revenue Code of 1986, as amended, supplemented or superseded.

"Construction Fund" shall mean the School Construction Fund of the District provided for in Section 13 hereof.

"District" shall mean the Tupelo Public School District, Tupelo, Mississippi.

"Note" or "Notes" shall mean the note authorized and directed to be issued in this resolution as a Qualified School Construction Bond under Section 54F of the Code and regulations promulgated thereunder.

"Note Fund" shall mean the fund established in Section 12 of this resolution.

"Note Resolution" shall mean this resolution.

"Paying Agent" shall mean the Trustee, serving as paying and transfer agent/registrar for the Note.

"Person" shall mean an individual, partnership, corporation, trust or unincorporated organization and a government or agency or political subdivision thereof.

"President" shall mean the President of the Board.

"Investment Contract" shall mean the investment contract to be executed by the District, subject to the Superintendent's approval, for the investment of funds in the Note Fund.

"Trustee" shall mean the bank or trust company designated by the Superintendent or subsequently appointed by the Board to serve as the Trustee.

"Project" shall mean paying or reimbursing the District for the costs of the construction, rehabilitation, or repair of a public school facility, acquiring land therefor, equipping said facility, and paying the costs of such borrowing.

"Purchaser" the bank or other entity which agrees to purchase the Note by executing the Note Purchase Agreement.

"Record Date" shall mean, as to the principal payment on the Note, as may be evidenced by a Certificate of Participation, the fifteenth (15th) day of the calendar month preceding the maturity date of the Note, or such other date as may be designated by the Superintendent and approved by the Trustee.

"Record Date Registered Owner" shall mean the Registered Owner as of the Record Date.

"Registered Owner" shall mean the Person whose name shall appear in the registration records of the District maintained by the Paying Agent

"Superintendent" shall mean the Superintendent of Education of the District.

"Tax Credit Certificate" shall mean the tax credit certificate evidencing the entitlement to tax credits with respect to the Qualified School Construction Bonds in the event the entitlement to the tax credits is separated from the ownership of the Qualified School Construction Bonds.

(b) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, words and terms herein defined shall be equally applicable to the plural as well as the singular form of any of such words and terms.

7. It has now become necessary to make provision for the preparation, execution, issuance and sale of the Note, in compliance with the following terms.

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

SECTION 1. RESOLUTION A CONTRACT. In consideration of the purchase and acceptance of the Note by the Purchaser, this Note Resolution shall constitute a contract between the District and the Registered Owners from time to time of the Note. The pledge made herein and the covenants and agreements herein set forth to be performed on behalf of the District shall be for the equal benefit, protection and security of the Registered Owners and the holder of the Note, or any portion thereof, all of which, regardless of the time or times of their authentication and delivery or maturity, shall be of equal rank without preference, priority or distinction.

SECTION 2. NOTE AUTHORIZED. The Note is hereby authorized and ordered to be prepared and issued in the maximum aggregate principal amount of Three Million and no/100 Dollars (\$3,000,000) to provide funds for the Project, as authorized by the Act and the Code. The Note is designated and shall be issued as a Qualified School Construction Bond pursuant to the Code and the terms of this resolution.

SECTION 3. DETAILS OF NOTE. (a) Payment of principal of the Note shall be made to the Record Date Registered Owner or Owners in lawful money of the United States of America, upon presentation and surrender of the Note at the principal office of the Paying Agent.

(b) The Note shall be registered as to principal; shall be dated October 1, 2009, or such other date as stated in the Note Purchase Agreement, shall not bear interest unless otherwise stated in the Note Purchase Agreement; and shall mature and become due and payable as stated in the Note Purchase Agreement.

The Note shall be subject to redemption prior to its maturity at the option of the District at any time, in whole or in part, at the par value of the Note to be redeemed.

In the event that the Note, or any part thereof, is to be called for redemption as aforesaid, notice of such redemption, setting forth the place or places of payment, shall be given by the Paying Agent by mailing a copy of the redemption notice by first class mail not less than 10 days nor more than 45 days prior to the date fixed for redemption to each Registered Owner at the address shown on the registration books.

On the specified redemption date, the Note, or redeemed portion thereof so called for redemption shall no longer be secured by the pledge and covenants of the Note Resolution, provided monies for their redemption are on deposit at the place of payment at that time.

Should the District exercise the option to redeem the Note on any day other than a Credit Allowance Date, the District shall pay the Registered Owner an amount in accrued interest calculated using the Credit Rate on the Note as a per annum interest rate and the number of days between the most recent Credit Allowance Date and the date set for redemption. Provided, however, that upon payment of the principal amount of the Note at maturity, no interest shall accrue or be payable as a result of the maturity date being some date other than a Credit Allowance Date. Each capitalized term in this paragraph shall have the meaning given it in Section 54A of the Code or the regulations promulgated thereunder.

SECTION 4. REGISTRATION, EXECUTION, AUTHENTICATION AND DELIVERY OF NOTE. (a) When the Note shall have been executed as herein provided, it shall be registered as an obligation of the District in the office of the Clerk in a book maintained for that purpose, and the Clerk shall cause to be imprinted upon the Note, over his manual or facsimile signature and manual or facsimile seal, his certificate in substantially the form set out in Section 6.

(b) The Note shall be executed by the manual or facsimile signature of the President and countersigned by the manual or facsimile signature of the Superintendent, provided, however, all signatures appearing on the Note, other than the signature of an authorized officer of the Paying Agent hereinafter provided for, may be facsimile and shall have the same force and effect as if manually signed. In case any official of the Board or the Superintendent whose signature or a facsimile of whose signature shall appear on the Note shall cease to be such official or Superintendent before the delivery or reissuance thereof, such signature or such facsimile shall nevertheless be valid and sufficient for all purposes, the same as if such official or Superintendent had remained in office until delivery or reissuance.

(c) The Note shall be delivered to the Purchaser upon payment of the purchase price therefor in accordance with the terms and conditions of its sale and award, together with a complete certified transcript of the proceedings had and done in the matter of the authorization, issuance, and sale of the Note, and the final, unqualified approving opinion of Bond Counsel.

SECTION 5. PAYING AGENT. The Superintendent is hereby authorized and directed to execute a certificate or agreement appointing the Trustee to serve as the trustee and Paying Agent for purposes of the Note as set forth herein and in the certificate or agreement executed by the Superintendent.

SECTION 6. FORM OF NOTE. The Note shall be in substantially the following form, with such appropriate variations, omissions and insertions as are permitted or required by this Note Resolution and the Note Purchase Agreement:

[NOTE FORM]
UNITED STATES OF AMERICA
STATE OF MISSISSIPPI

TUPELO PUBLIC SCHOOL DISTRICT
TUPELO, MISSISSIPPI
SCHOOL NOTE, SERIES 2009
(QUALIFIED SCHOOL CONSTRUCTION BOND)

NO. _____

\$3,000,000

Date of Original Issue
_____, 2009

REGISTERED OWNER: _____,
_____, MISSISSIPPI

PRINCIPAL AMOUNT: THREE MILLION AND NO/100 DOLLARS (\$3,000,000)

The Tupelo Public School District of Tupelo (the "District"), a body politic existing under the Constitution and laws of the State of Mississippi, acknowledges itself to owe and for value received, promises to pay in lawful money of the United States of America to the Registered Owner identified above for the Note of the District (the "Note"), on _____, _____, or other final maturity date of this Note, the principal amount identified above (the "Principal Component"). Payment of the principal amount of this Note shall be made to the Registered Owner hereof who shall appear in the registration records of _____, _____, Mississippi, acting as paying agent (the "Paying Agent"), which will also serve as trustee, registrar and transfer agent for the Note, as of the _____. No interest will accrue on the principal balance of this Note. The Note is a Tax Credit Bond being issued as a "Qualified School Construction Bond" as defined in Section 54F of the Internal Revenue Code of 1986, as amended, and regulations promulgated thereunder (the "Federal Tax Code") and is composed of the Principal Component and Tax Credit components evidenced by the tax credit certificate (the "Tax Credit Certificate") attached hereto as Exhibit A, the ownership of which may be separated from the Principal Component. As long as the ownership of the Tax Credit component of this Note has not been separated from the ownership of the Principal Component of this Note, the owner of this Note may be eligible to receive tax credits based on the Tax Credit Rate set forth above in accordance with Section 54A of the Federal Tax Code as described in the Tax Credit Certificate.

The District has the option to pay all or part of the outstanding principal amount of this Note, at any time, at par. Should the District exercise this option on any day other than a Credit Allowance Date, the District shall pay the holder of the Note an amount in accrued interest calculated using the Credit Rate shown above as a per annum interest rate and the number of days between the most recent Credit Allowance Date and the date set for redemption. Provided, however, that upon

payment of the principal amount of the Note at maturity, no interest shall accrue or be payable as a result of the maturity date being some date other than a Credit Allowance Date.

In the event that the ownership of the Tax Credit Certificates has been separated from the ownership of the Note and registered separately pursuant to the Paying Agent Agreement, the Tax Credit Certificates related to the redeemed Note shall be called for redemption in the same manner as the Note, and the redemption price shall be allocated to the Principal Components of the Note and the Tax Credit Certificates in the proportions set forth in the Table of Redemption Values for Tax Credits and Principal Strips attached hereto as Schedule 1.

The payment of principal of this Note shall be made by check or draft mailed to such Registered Owner at his address as it appears on such registration records or delivered as otherwise agreed by the Paying Agent and the Registered Owner upon the surrender of this Note to the Paying Agent or its designee. The Registered Owner hereof may change such address by written notice to the Paying Agent by certified mail, return receipt requested, or such other method as may be subsequently prescribed by the Paying Agent

This Note is being issued to raise money for the purpose of paying the costs of the construction, rehabilitation, or repair of a public school facility within the District, acquiring land therefor, equipping said facility, and paying the costs of such borrowing. This Note is issued under the authority of the Constitution and statutes of the State of Mississippi, including Sections 37-59-101, *et seq.*, and Section 37-59-301 of the Mississippi Code of 1972, as amended (the "Act"), and by the further authority of proceedings duly had by the Board of Trustees of the District, including a resolution adopted September 8, 2009 (the "Note Resolution"). This Note is registered as to principal.

The transfer of this Note is restricted by the provisions of an investment letter executed and delivered by the initial purchaser or purchasers of the Note. Subject to the provisions of the investment letter, this Note may be transferred or exchanged by the Registered Owner hereof in person or by his attorney duly authorized in writing at the principal office of the Paying Agent, but only in the manner described in the Note Resolution, subject to the limitations stated therein and in the aforesaid investment letter, and upon surrender and cancellation of this Note. Upon such transfer or exchange, a new Note or Notes of like aggregate principal amount in authorized denominations of the same maturity will be issued.

The District and the Paying Agent may deem and treat the Registered Owner of this Note as the absolute owner for the purpose of receiving payment of principal hereof and for all other purposes and neither the District nor the Paying Agent shall be affected by any notice to the contrary.

This Note is and will continue to be payable as to principal out of the avails of a special, annual ad valorem tax, not to exceed three mills, levied on all taxable property of the District, along with any other funds of the District pledged for such purpose.

The District has designated this Note as a "Qualified School Construction Bond" for purposes of the Federal Tax Code.

This Note shall not be valid or become obligatory for any purpose or be entitled to any benefit or security under the Note Resolution until the certificate of registration and authentication hereon shall have been signed by the Paying Agent.

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

IN WITNESS WHEREOF, the District has caused this Note to be executed in its name by the President of the Board of Trustees, countersigned by the Superintendent of the District under the seal of the District, all as of _____, 2009.

TUPELO PUBLIC SCHOOL DISTRICT

By: Draft
President of the Board of Trustees

COUNTERSIGNED:

Draft
Superintendent

(seal)

There shall be printed in the lower left portion on the face of the Note a registration and authentication certificate in substantially the following form:

CERTIFICATE OF REGISTRATION AND AUTHENTICATION

This Note is the Note described in the within mentioned Note Resolution and is the Series 2009 Note (Qualified School Construction Bond) of the Tupelo Public School District, Tupelo, Mississippi.

| | | | |
_____ as Paying Agent

By: _____

Date of Registration and Authentication: _____

There shall be printed on the reverse of the Notes a registration and validation certificate and an assignment form in substantially the following form, subject to Section 15 of the Note Resolution:

REGISTRATION AND VALIDATION CERTIFICATE

STATE OF MISSISSIPPI

COUNTY OF LEE

I, the undersigned Secretary of the Board of Trustees of the Tupelo Public School District, Tupelo, Mississippi, do hereby certify that the within Note has been duly registered by me as an obligation of the Tupelo Public School District, Tupelo, Mississippi, pursuant to law in a book kept in my office for that purpose, and has been validated and confirmed by Decree of the Chancery Court of Lee County, Mississippi.

draft
Secretary of the Board of Trustees

(Seal)

SECTION 7. MUTILATED, LOST OR STOLEN NOTE. In case the Note, or any Tax Credit Certificate, shall become mutilated or be stolen, destroyed or lost, the District shall, if not then prohibited by law, cause to be authenticated and delivered a new Note, or Tax Credit Certificate, of like date, number, maturity and tenor in exchange and substitution for and upon cancellation of such mutilated Note, or Tax Credit Certificate, or in lieu of and in substitution for such Note, or Tax Credit Certificate, stolen, destroyed or lost, upon the Registered Owner's paying the reasonable expenses and charges of the District in connection therewith, and in case of a Note, or Tax Credit Certificate, stolen, destroyed or lost, his filing with the District or Paying Agent evidence satisfactory to it or them that such Note, or Tax Credit Certificate, was stolen, destroyed or lost, and of his ownership thereof, and furnishing the District or Paying Agent with such security or indemnity as may be required by law and by them to save each of them harmless from all risks, however remote.

SECTION 8. SECURITY FOR NOTE. For the purpose of providing for the payment of the principal of the Note as the same shall respectively mature, there shall be levied by the City Council of Tupelo, Mississippi, pursuant to the requirements of Mississippi Code Ann. §37-59-107, a direct, continuing, special tax upon all of the taxable property within the geographical limits of the District, adequate and sufficient, after allowance shall have been made for the expenses of collection and delinquencies in the payment of taxes, to produce sums required for the payment of the Note. Said tax shall be extended upon the tax rolls and collected in the same manner and at the same time as other taxes of the District are collected, and the rate of the tax which shall be so extended shall be sufficient, together with other funds of the District that may be lawfully applied to the payment of the Note, in each year fully to produce the sums required as aforesaid, without limitation as to time, rate or amount except that such tax to pay debt service on the Note and all other debt issued under the Act shall not exceed three (3) mills on the dollar of the assessed valuation of taxable property within the District.

The avails of said tax are hereby irrevocably pledged for the payment of the principal of the Note, as evidenced by Certificates of Participation, as the same shall respectively mature. Should there be a failure in any year to comply with the requirements of this section, such failure shall not impair the right of the Registered Owners of the Note, or Certificates of Participation evidencing undivided interests therein, in any subsequent year to have adequate taxes levied and collected to meet the obligations of the Note.

In addition to the special ad valorem tax and other funds pledged for the repayment of the Note, the Board hereby irrevocably pledges to the repayment of the Note, the District's Education Enhancement Funds ("EEF Funds") to be received from the State of Mississippi pursuant to Section 37-61-33 of the Mississippi Code of 1972, as amended, in the approximate amount of \$228,206 per year. The pledge of the EEF Funds to the Note is subordinate to any prior pledge of the EEF Funds to other debt of the District. Any EEF Funds not required to pay the principal of and the interest on the Note in any year in which the EEF Funds are pledged to repay the Note may be used by the District for any other authorized purpose. The Superintendent is authorized and directed to file evidence of the District's pledge of its EEF Funds with the Mississippi State Department of Education.

SECTION 9. CERTIFICATE OF REGISTRATION AND AUTHENTICATION. Only a Note having endorsed thereon a certificate of registration and authentication in substantially the form hereinabove set forth, duly executed by the Paying Agent, shall be entitled to the rights, benefits and security of this Note Resolution. No Note shall be valid or obligatory for any purpose unless and until such certificate of registration and authentication shall have been duly executed by the Paying Agent, which executed certificate shall be conclusive evidence of registration, authentication and delivery under this Note Resolution. The Paying Agent's certificate of registration and authentication on any Note shall be deemed to have been duly executed if manually signed by an authorized officer of the Paying Agent.

SECTION 10. REGISTERED OWNER. Except as hereinabove provided, the Person in whose name any Note shall be registered in the records of the District maintained by the Paying Agent may be deemed the absolute owner thereof for all purposes, and payment of or on account of the principal of any Note shall be made only to or upon the order of the Registered Owner thereof, or his legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid.

SECTION 11. TRANSFER OF NOTE. The Registered Owner's right to transfer or assign the Note is limited by an investment letter signed by the Purchaser stating that the Note was purchased for investment purposes, and not for resale. Subject to the provisions of the investment letter, this Note may be transferred or exchanged by the Registered Owner thereof in person or by his attorney duly authorized in writing at the principal office of the Paying Agent, but only in the manner described in this Note Resolution, subject to the limitations stated herein and in the aforesaid investment letter, and upon surrender and cancellation of this Note. Upon such transfer or exchange, a new Note or Notes of like aggregate principal amount in authorized denominations of the same

maturity will be issued. Notwithstanding the foregoing, the Purchaser shall be allowed to assign the Note to the Trustee.

SECTION 12. NOTE FUND. (a) The District shall maintain, in trust, with the Trustee, a fund in the name of the District for the payment of the principal of the Note and the payment of Paying Agents' fees in connection therewith (the "Note Fund"). The administration of the Note Fund and the functions of the Trustee will be subject to the additional terms of the certificate or agreement that the Superintendent is authorized to execute with the Trustee. The Superintendent is hereby authorized to negotiate the terms of and to execute any such agreement with the Trustee. There shall be deposited into the Note Fund in accordance with the terms of the Trust Agreement authorized pursuant to Section 18 of this Resolution:

- (i) the premium, if any, received upon delivery of the Note;
- (ii) the avails of any of the ad valorem taxes levied and collected pursuant to Section 8 hereof;
- (iii) any income received from investment of monies in the Note Fund; and
- (iv) any other funds available to the District which may be lawfully used for payment of the Note, and which may be directed to be deposited into the Note Fund, including any balance of Note proceeds remaining in the School Construction Fund after the purpose for which such Note was issued shall have been accomplished.

SECTION 13. APPLICATION OF PROCEEDS OF NOTE. The principal proceeds received upon the sale of the Note shall be deposited with a qualified depository of the District in a special fund, hereby created, in the name of the District designated the "2009 QSCB School Construction Fund," and shall be held and disbursed for the costs, fees and expenses incurred by the District in connection with the authorization, issuance, sale, and delivery of the Note, and for the payment of all the fees, expenses and costs of the Project, as authorized by the Act. Notwithstanding the foregoing provision, the Superintendent may authorize the Trustee to hold the School Construction Fund as one or more trust accounts and to invest the funds for the benefit of the District as directed by the Superintendent, if the Superintendent deems it in the District's best interests to do so.

SECTION 14. PAYMENT OF PRINCIPAL. (a) Payment of principal on the Note shall be made to the Record Date Registered Owner. Principal shall be payable in the aforesaid manner irrespective of any transfer or exchange of such Note subsequent to the Record Date and prior to the due date of the principal.

(b) Payment of the principal on the Note shall be made, upon presentation and surrender of the Note at the principal office of the Paying Agent, to the Record Date Registered Owner thereof whose name shall appear in the registration records of the District maintained by the Paying Agent as of the Record Date.

SECTION 15. VALIDATION. The Note may, at the discretion of the Superintendent, be submitted for validation as provided by Chapter 13, Title 31, Mississippi Code of 1972, and to that end the Clerk is hereby directed to make up a transcript of all legal papers and proceedings relating to the Note and to certify and forward the same to the State's Bond Attorney for the institution of validation proceedings.

SECTION 16. CONTEST. It is specifically provided, notwithstanding the dates set out in this Note Resolution for the date of the Note and the payment dates, that if the delivery of the Note is delayed and the Purchaser shall decline to take delivery of the Note, then the Note may be re-offered for sale. In such event, all principal maturities may be adjusted so that such maturities will fall due in the same amounts and intervals as provided by subsequent Board resolution directing the offer for sale thereof.

SECTION 17. DESIGNATION OF NOTE.

(a) The Note is hereby designated as a Qualified School Construction Bond within the meaning and for the purposes of the Code. The Board hereby certifies that all requirements and prerequisites of the Code necessary to designate and qualify the Note as a Qualified School Construction Bond for purposes of the Code have been or will be satisfied prior to the issuance of the Note.

(b) Without limiting the generality of the foregoing provision, the Board determines and certifies that the certifications set forth in the form of the Officer's Certificate attached as an exhibit to this Resolution are true and correct as of the date of this Resolution or, if not true and correct as of the date of this Resolution, will be true and correct as of the closing date of the Note. The President and Secretary of the Board and the Superintendent of the District are hereby authorized and directed to sign and deliver the Officer's Certificate at closing with such modifications deemed proper by the Superintendent as evidenced by the Superintendent's signature thereto.

(c) The Board and District will not take any actions regarding the use of Note proceeds that would cause the Note to no longer be qualified as a Qualified School Construction Bond for purposes of the Code.

(d) The Board intends that any Registered Owner of the Note, or in the case the entitlement to the tax credit portion is separated from the Registered Owner of the Note, the holder of a Tax Credit Certificate, be entitled to any federal tax credits and other benefits available under the Code for qualified holders of the Note, or Tax Credit Certificate.

SECTION 18. EXECUTION OF DOCUMENTS; TRUST AGREEMENT; ISSUANCE AND CLOSING OF NOTE. The Board President and Secretary and the Superintendent, or their designee, are authorized to execute all closing documents and to take all actions necessary to consummate the closing of the Note. Without limiting the generality of the foregoing provision, the Superintendent is authorized and directed to: (a) execute a certificate or agreement designating and approving the Trustee, (b) execute a certificate or agreement authorizing the investment of any

amounts in the Note Fund and the School Construction Fund by the Trustee in any investments permitted by Mississippi law, (c) pay directly or authorize the Trustee to pay from the Note proceeds costs of issuance in an amount not to exceed two percent (2%) of the total proceeds of the Note, (d) execute a certificate or agreement with the Purchaser effectuating the sale of the Note, establishing the credit rate and any other matters affecting the sale of the Note on the date that the credit rate and similar details are established, (e) reduce the principal amount of the Note prior to its issuance as deemed necessary or advisable by the Superintendent, (f) deliver all documents and take all other actions necessary to the Mississippi Department of Education to issue the Note as a Qualified School Construction Bond, (g) execute a Trust Agreement in substantially the form attached hereto which is hereby approved by the Board, subject to any revisions consented to by the Superintendent, and (h) negotiate and execute the Investment Contract for the investment of the amount held in the Note fund. Furthermore, the District's Business Manager is authorized and directed to promptly use the necessary portion of the Note proceeds, if any, to reimburse the District's district maintenance fund or other appropriate fund for costs of the Project previously paid by the District.

SECTION 19. RATIFICATION OF APPROVAL. The Board accepts and ratifies the actions of the Superintendent in obtaining a Qualified School Construction Bond Allocation from the Mississippi Department of Education, complying with the applicable provisions of the Code, and facilitating the issuance of the QSCB Financing. The Superintendent is authorized and directed to take all such further actions as may be required to obtain any other approvals of the Mississippi Department of Education and effectuate the issuance of the Note and its treatment as a Qualified School Construction Bond.

SECTION 20. AUTHORIZATION TO EXECUTE NOTE PURCHASE AGREEMENT AND CLOSE. The Superintendent and Board President and Secretary are authorized and directed to execute a Note Purchase Agreement with the Purchaser in substantially the form attached hereto finalizing the terms of the sale of the Note and to sign all other documents and take all other action necessary to close on the Note. Without limiting the foregoing provisions, the Superintendent, President and Secretary are authorized to finalize the final terms of the Note, including the designation of the Purchaser, the final maturity date, the payment of supplemental interest of up to 1.50% per annum, if necessary, the provisions regarding the repayment of the Note and to include all such terms in the Note Purchase Agreement.

SECTION 21. STRIPPING OF TAX CREDITS; TAX CREDIT PURCHASE CONTRACT. The Superintendent is hereby authorized to approve an agreement (the "Tax Purchase Contract") providing for the separation of the ownership of the Qualified School Construction Bonds from the entitlement to the tax credits with respects to such Qualified School Construction Bonds pursuant to Section 54A of the Code, and for the sale of such separate interests if the Superintendent determines that it is in the best interest of the District. Upon such determination, the Superintendent is further authorized and directed to execute and deliver a Tax Credit Purchase Contract providing for the sale of the entitlement to receive the tax credits, the ownership of which shall be evidenced by Tax Credit Certificate (the "Tax Credit Certificates"), the form of which is attached hereto as an exhibit, at a purchase price to be set forth therein.

SECTION 22. CONFLICTING PROCEEDINGS REPEALED. All orders, resolutions or proceedings of this Board in conflict with any provision hereof shall be, and the same are hereby repealed, rescinded and set aside, but only to the extent of such conflict. For cause, this Note Resolution shall become effective upon the adoption hereof.

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

Board Member Mike Clayborne	Voted: _____
Board Member Amy Heyer	Voted: _____
Board Member Lee Tucker	Voted: _____
Board Member John Nail	Voted: _____
Board Member Eddie Prather	Voted: _____

Having received a majority of the affirmative votes of the Board, the Resolution passed on September 22, 2009.

**BOARD OF TRUSTEES OF THE
TUPELO PUBLIC SCHOOL DISTRICT**

By: _____
President

Attest:

Secretary

[REMOVE THIS PAGE AND ATTACH FORM OF OFFICER'S CERTIFICATE]

[REMOVE THIS PAGE AND ATTACH TRUST AGREEMENT]

[REMOVE THIS PAGE AND ATTACH TAX CREDIT CERTIFICATE]