

There came on for consideration by the Board of Trustees of the Tupelo Public School District of Tupelo, Mississippi, the matter of the issuance of a Tax and Revenue Anticipation Note of the District. After a discussion of the subject, Board Member _____ offered and moved the adoption of the following resolution:

**RESOLUTION AUTHORIZING AND DIRECTING THE ISSUANCE OF A
TAX AND REVENUE ANTICIPATION NOTE OF THE TUPELO PUBLIC
SCHOOL DISTRICT**

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

1. (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 Section 37-59-37, Mississippi Code of 1972, as amended.

"Clerk" shall mean the Secretary of the Board.

"Code" shall mean the Internal Revenue Code of 1986, as amended, supplemented or superseded.

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

"Maximum Principal Amount" means Two Million and No/100 Dollars, the principal amount of the Note.

"Note" shall mean the note authorized and directed to be issued herein.

"Paying Agent" shall mean the District, acting as paying Agent, or any bank, trust company or other institution hereafter designated by the Board to make payments of the principal of and interest on the Note, and to serve as registrar and transfer agent for the registration of owners of the Note, and for the performance of other duties as may be herein or hereafter specified by the Board.

"President" shall mean the President of the Board.

"Purchaser" shall mean the purchaser of the Note to be designed as set out herein.

"Registered Owner" shall mean the registered owner of the Note.

(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.

2. WHEREAS, the District anticipates a cash flow deficit of at least \$2,000,000.00 (collectively, the "Deficit") in its maintenance fund during the 2009-2010 school year; and

3. WHEREAS, the Board of the District deems it necessary and in the best interests of the District that funds be borrowed pursuant to Section 37-59-37, Mississippi Code of 1972, as amended (the "Act"), to offset the anticipated Deficit; and

4. WHEREAS, the District's Superintendent has certified, or will certify on behalf of the District at or prior to closing, that the amount to be borrowed does not exceed the Deficit or the estimated amount of taxes and other revenues to be collected by or on behalf of the District during the 2009-2010 fiscal year; and

5. WHEREAS, it is in the best interest of the District to distribute a Request for Proposals for the sale of the Note and authorize the Superintendent, with the advice of legal counsel, to designate the Purchaser of the Note.

6. WHEREAS, the Board has determined that it is in the District's best interest to sell the Note to the Purchaser as set forth herein.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD AS FOLLOWS:

SECTION 1. RESOLUTION A CONTRACT. In consideration of the purchase and acceptance of the Note by the Registered Owner thereof, this Note Resolution shall constitute a contract between the District and the Registered Owner of the Note.

SECTION 2. NOTE AUTHORIZED. The Note is hereby authorized and ordered to be issued in the maximum principal amount to provide funds for the District's maintenance fund, as authorized by the Act.

SECTION 3. REQUEST FOR PROPOSALS. The distribution of a Request for Proposals ("RFP") to solicit proposals for the purchase of the Note is hereby approved and ratified. The Superintendent is hereby authorized to receive proposals for the purchase of the Note and to designate the Purchaser of the Note, with assistance of legal counsel, based on proposals received in response to the RFP.

SECTION 4. SALE OF NOTE. The award of the sale of the Note to the Purchaser pursuant to the terms of its proposal and this resolution is hereby approved.

SECTION 5. OFFICER AUTHORIZATION. The Board President and Secretary and Superintendent of the District are hereby authorized and directed to prepare and furnish to the Purchaser of the Note and to the attorneys approving the same, certified copies of all proceedings and records of the District relating to the power and authority of the District to issue said Note, to execute and deliver the Note and all certificates and documents and to take all other actions necessary to issue the Note.

SECTION 6. DETAILS OF NOTE. The Note shall be dated January 26, 2010, or such other date agreed to by the District, such agreement being evidenced by the District's execution and delivery of the Note. Payments of principal of and interest on the Note shall be made to the Registered Owner in lawful money of the United States of America, provided that payment of the final principal maturity shall be made upon presentation and surrender of the Note at the principal office of the Paying Agent. The Note shall be registered as to both principal and interest and shall bear interest on the principal amount outstanding at the rate of interest designated by the Purchaser in its proposal and as approved by the Superintendent. The other terms of the Note shall be as set forth in the form of the Note incorporated herein. The District reserves the right to adjust the final maximum principal amount of the Note prior to its delivery if necessary to comply with applicable federal income tax laws, with such agreement to be evidenced by the District's execution and delivery of the Note. The principal amount of the Note, as finally determined, will take into account the maximum permissible borrowing under the Act, the Internal Revenue Code of 1986, as amended, and IRS regulations thereunder, as well as costs of issuance. The Board President and Superintendent are authorized to approve any other revisions to the terms of the Note, their approval being evidenced by their execution and delivery of the Note.

SECTION 7. 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, his certificate in substantially the form set out in Section 9.

(b) The Note shall be executed by the President and countersigned by the Superintendent. In case any official of the Board or the Superintendent whose signature shall appear on the Note shall cease to be such official or Superintendent before the delivery or reissuance thereof, such signature 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, 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 Watkins & Young PLLC, Bond Counsel.

SECTION 8. PAYING AGENT. The District shall serve as the initial Paying Agent/Registrar on the Note. The District reserves the right to appoint a bank or trust company as the Paying Agent/Registrar on the Note at a later date.

SECTION 9. 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 or which are otherwise agreed to by the District, with such agreement evidenced by the District's execution and delivery of the Note:

**UNITED STATES OF AMERICA
STATE OF MISSISSIPPI
TUPELO PUBLIC SCHOOL DISTRICT**

No. TPSD 2010 -1

\$2,000,000.00

TAX AND REVENUE ANTICIPATION NOTE

Interest Rate

Maturity Date

Date of
Original Issue

_____%

May 1, 2010

January 26, 2010

REGISTERED OWNER:

_____, MISSISSIPPI

PRINCIPAL AMOUNT: TWO MILLION AND NO/100 DOLLARS (\$2,000,000.00)

KNOW ALL MEN BY THESE PRESENTS that the Tupelo Public School District (the "District"), acknowledges itself to be indebted and for value received promises to pay to the Registered Owner specified above, or registered assigns, the outstanding principal amount hereunder on or before the Maturity Date specified above. The District further promises to pay interest accruing on the outstanding principal balance from the date of issuance until maturity or earlier repayment, at the interest rate per annum specified above. Interest shall be calculated on the basis of a 365-day year, based on the actual number of days elapsed. The principal of and interest on this Note shall be payable in any coin or currency of the United States of America which at the time of payment is legal tender for public and private debts; provided, however, that no interest shall be payable for any period after maturity during which the Registered Owner hereof fails to properly present this Note for payment.

The outstanding principal balance of this Note is subject to prepayment in whole or in part at any time at the option of the District. The District shall make such prepayment to the Registered Owner.

This Note has been authorized by a resolution of the Board of Trustees (the "Board") of the District adopted on January 12, 2010 (the "Note Resolution") to provide money for school purposes in anticipation of the collection of taxes and other revenues, pursuant to and in full conformity with the Constitution and Laws of the State of Mississippi, including Section 35-59-37, Mississippi Code of 1972, as amended (the "Act").

The transfer of this Note is restricted by the provisions of an Investment Letter executed by the original purchaser of the Note. Subject to the foregoing restriction, this Note is transferable, only upon registration books maintained by the District, by the Registered Owner hereof in person or by its duly authorized attorney, upon surrender of this Note for transfer at the District's main office, duly endorsed, or accompanied by a written instrument of transfer in form satisfactory to the District, duly executed by the Registered Owner hereof or its duly authorized attorney. Upon payment of any tax, fee or other governmental charge required to be paid with

respect to such transfer, one or more fully registered Note of the same aggregate principal amount and interest rate will be issued to the designated transferee or transferees.

To the extent permitted by the Act, this Note is payable out of the proceeds of ad valorem taxes and other non-restricted revenues of the District collected in the 2009-2010 fiscal year, all of which proceeds and other revenues are pledged under the Note Resolution to the payment of this Note.

The District has designated this Note as a “bank qualified” obligation for purposes of Section 265(b) of the Internal Revenue Code of 1986 and the regulations promulgated thereunder.

It is hereby certified and recited that: all conditions, things and acts required by law to exist or to be done prior to and in connection with the issuance of this Note have been done, have existed and have been performed in due form and time; as of the date of this Note there is no legislation, reorganization, proceeding or order, controversy or litigation pending or threatened in any manner questioning or affecting the corporate existence of the District, its boundaries, the right or entitlement to office of any of its officers, the due authorization or validity of the borrowings referred to herein, the Note Resolution or any of the taxes heretofore levied by or on behalf of the District; and the aggregate indebtedness of the District, including this Note, does not exceed any limitation imposed by law or the Constitution of the State of Mississippi.

IN WITNESS WHEREOF, the District has caused this Note to be executed on its behalf by the President of the Board and countersigned by the Superintendent of the District as of the Date of Original Issue specified above.

TUPELO PUBLIC SCHOOL DISTRICT

BY: Specimen - not for execution
President of the Board

Specimen - not for execution
Superintendent

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Note is the Note described in the aforementioned resolution of the Board of Trustees of the Tupelo Public School District, Tupelo, Mississippi provided for and authorized therein. The within Note has been duly registered by me as an obligation of the Tupelo Public School District pursuant to law in a book kept in my office for that purpose.

TUPELO PUBLIC SCHOOL DISTRICT

BY: Specimen - not for execution
Secretary of the Board of Trustees

Date of Registration and Authentication: January 26, 2010

ASSIGNMENT

For Value Received, the undersigned hereby sells, assigns and transfers unto

(Please print or typewrite name and address of Assignee)
the within Note and all rights thereunder, and hereby irrevocably constitutes and appoints the Purchaser, attorney, to transfer the within Note on the books kept for the registration thereof, with full power of substitution in the premises.

Dated:

PLEASE INSERT SOCIAL
SECURITY NUMBER OR OTHER
IDENTIFYING NUMBER OF
ASSIGNEE

NOTICE: THE SIGNATURE TO THIS
ASSIGNMENT MUST CORRESPOND
WITH THE NAME AS IT APPEARS ON
THE FACE OF THIS NOTE IN EVERY
PARTICULAR, WITHOUT ALTERATION
OR ANY CHANGES WHATSOEVER

Signature Guaranteed By: _____

SECTION 10. MUTILATED, LOST OR STOLEN NOTE. In case any Note 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 of like date, number, maturity and tenor in exchange and substitution for and upon cancellation of such mutilated Note, or in lieu of and in substitution for such Note 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 stolen, destroyed or lost, his filing with the District or Paying Agent evidence satisfactory to it or them that such Note 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 11. SECURITY FOR NOTE. To the extent permitted by the Act, the taxes and other nonrestricted revenues collected by or on behalf of the District for the fiscal year July 1, 2009 to June 30, 2010 (the "Pledged Revenues") are hereby pledged to the full and prompt payment of the principal of and interest on the Note.

SECTION 12. CERTIFICATE OF REGISTRATION AND AUTHENTICATION. Only the Note having endorsed thereon a certificate of authentication and registration 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 authentication and registration 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 authentication and registration on the Note shall be deemed to have been duly executed if manually signed by an authorized officer of the Paying Agent.

SECTION 13. REGISTERED OWNER. The person in whose name the 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 or interest on the Note shall be made only to or upon the order of the Registered Owner thereof, or his legal representative, but such registration may be changed as hereinafter provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon the Note to the extent of the sum or sums so paid.

SECTION 14. TRANSFER OF NOTE. (a) The transfer of the Note is subject to the provisions of an investment letter to be executed by the initial purchaser of the Note, stating, among other things, that the Note is being purchased for investment purposes, rather than for resale, and that the Note will not be transferred in violation of any securities laws. Subject to the immediately preceding sentence, the Note shall be transferable only in the records of the District, upon surrender thereof at the office of the Paying Agent, together with a written instrument of transfer satisfactory to the Paying Agent duly executed by the Registered Owner or his attorney duly authorized in writing. Upon the transfer of the Note, the District, acting through its Paying

Agent, shall issue in the name of the transferee a new Note of the same aggregate principal amount and maturity and rate of interest as the surrendered Note.

(b) In all cases in which the privilege of transferring the Note is exercised, the Paying Agent shall authenticate and deliver the Note in accordance with the provisions of this Note Resolution.

SECTION 15. NOTE FUND. (a) The District shall maintain a fund in the name of the District for the payment of the principal of and interest on the Note and the payment of Paying Agents' fees in connection therewith (the "Note Fund"). There shall be deposited into the Note Fund as and when received: (i) all or a portion of the Pledged Revenues; (ii) any income received from investment of monies in the Note Fund; and (iii) any other funds available to the District which may be lawfully used for payment of the principal of and interest on the Note, and which may be directed to be deposited into the Note Fund, including, but not limited to the Pledged Revenues and any balance of Note proceeds remaining after the purpose for which the Note was issued shall have been accomplished.

(b) As long as any principal of and interest on the Note remains outstanding, the District shall withdraw from the Note Fund sufficient monies to make required payments.

SECTION 16. APPLICATION OF PROCEEDS OF NOTE. The principal proceeds received upon the sale of the Note shall be deposited into the District's District Maintenance Fund and used for the payment of the Deficit as authorized by the Act and for any other permitted purposes.

SECTION 17. PAYMENT OF PRINCIPAL AND INTEREST. (a) Payment of principal and interest on the Note shall be made to the Registered Owner thereof. Payment of the final payment of principal and interest on the Note shall be made, upon presentation and surrender of the Note at the principal office of the Paying Agent, to the Registered Owner thereof whose name shall appear in the registration records of the District maintained by the Paying Agent.

(b) Principal of and interest on the Note shall be paid by check or draft mailed to Registered Owners at the addresses appearing in the registration records of the Paying Agent. Any such address may be changed by written notice from the Registered Owner to the Paying Agent by certified mail, return receipt requested, or such other method as may be subsequently prescribed by the Paying Agent.

SECTION 18. TAX COVENANT The District hereby covenants that it will restrict the use of the proceeds of the Note in such manner and to such extent, if any, as may be necessary so that the Note will not constitute an arbitrage bond under Section 148 of the Code. The District further covenants that it (a) will take or cause to be taken all actions as may be required of it for the interest on the Note to be and remain excludable from gross income for federal income tax purposes, and (b) will not take or permit to be taken any actions which would adversely affect that exclusion, and that it, or any person acting for it, will, among other acts of compliance, (i)

apply the Note proceeds to the governmental purpose of the borrowing, (ii) make timely rebate payments to the federal government if required, (iii) maintain books and records and make calculations and reports, and (iv) refrain from certain uses of Note proceeds, all in such manner and to the extent necessary to assure such exclusion of that interest under the Code. The Superintendent or Conservator of the District and other appropriate officers are hereby authorized and directed to take any and all actions, make calculations and rebate payments, and make or give reports and certifications, as may be appropriate to assure such exclusion of that interest.

SECTION 19. DESIGNATION OF NOTE. The Board hereby designates the Note as “bank qualified” for purposes of Section 265(b) of the Code. The Board reasonably anticipates that it will issue less than \$30,000,000 in tax-exempt debt in calendar year 2010.

SECTION 20. 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 January 12, 2010.

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

By: _____
President

Attest:

Secretary