
INTERLOCAL COOPERATION AGREEMENT

by and between

CITY OF OXFORD, MISSISSIPPI

and

LAFAYETTE COUNTY, MISSISSIPPI

Dated as of January 1, 2019

THIS INTERLOCAL COOPERATION AGREEMENT, is made and entered into as of January 1, 2019 (this "Agreement"), by and between the City of Oxford, Mississippi (the "City"), a body politic of the State of Mississippi (the "State"), and Lafayette County, Mississippi (the "County"), a body politic of the State;

W I T N E S S E T H:

WHEREAS, pursuant to the Interlocal Cooperation Act of 1974, being Sections 17-13-1 *et seq.*, Mississippi Code of 1972, as amended and supplemented from time to time (the "Interlocal Act"), local governmental units (as defined in the Interlocal Act) are permitted to contract with one another to provide services and facilities in a manner pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, pursuant to Sections 21-45-1 *et seq.*, Mississippi Code of 1972, as amended and supplemented from time to time (the "TIF Act"), municipalities (as defined in the TIF Act) of the State, including the City and the County, are authorized to undertake redevelopment projects (as defined in the TIF Act) in connection with redevelopment plans (as defined in the TIF Act) within such municipalities in order to encourage private redevelopment therein and are authorized to finance such redevelopment projects through the issuance of tax increment financing bonds; and

WHEREAS, Section 17-13-7 of the Interlocal Act and Section 21-45-3(c) of the TIF Act authorize the City and the County to enter into an interlocal cooperation agreement and to agree to pledge certain sales and ad valorem taxes payable to both the City and the County in order to pay debt service on tax increment financing bonds issued by the City pursuant to the TIF Act in connection with such a redevelopment project; and

WHEREAS, Oxford Commons Improvements, LLC, a Mississippi limited liability company, and its affiliates, including any successors and/or assigns thereto (the "Developer"), is in the process of developing a residential, commercial, and mixed-use development known as Oxford Commons" (the "Project") and located on approximately six hundred fifteen (615) acres in the City and Lafayette County, Mississippi (the "County") and approximately eight-five acres of land located in in the County which has recently been annexed by the City to the extent that such annexation is not subject to timely contest (together, the "TIF District"). all as depicted on Exhibits A-1 and A-2 hereto, which exhibits are incorporated herein by reference; and

WHEREAS, the Developer has requested the City to issue its tax increment financing bonds (the "Bonds"), in one or more series, pursuant to the TIF Act in a principal amount of not to exceed Eleven Million Dollars (\$11,000,000), in order to finance the installation and construction of various infrastructure improvements within the TIF District or servicing the TIF District, which shall include but are not limited to, Highway 7 and Sisk Avenue improvements as ultimately approved by the Mississippi Department of Transportation and the City (the "Interchange Improvements"); installation, rehabilitation and/or relocation of utilities such as water, electrical, and sanitary sewer; construction, renovation, or rehabilitation of drainage improvements, roadways, curbs and gutters, sidewalks, multi-use paths, surface parking, including repaving and other related parking lot upgrades; landscaping of rights-of-way;

signalization; signage; related architectural/engineering fees, attorney's fees, issuance costs, capitalized interest, and other related soft costs (collectively and together with the Interchange Improvements, the "Infrastructure Improvements") which Infrastructure Improvements may be constructed or installed within the TIF District or land adjacent to and serving the TIF District; and

WHEREAS, pursuant to the TIF Act and the Interlocal Act, the Bonds will be secured by a pledge by the City of all of the tax revenues derived from the City's ad valorem tax levies on the "captured assessed value" (as defined in the TIF Act) of the real and personal property comprising the TIF District (the "City's Ad Valorem Tax Increment"), and the City's portion of the sales tax generated from the Project, excluding therefrom the City's special Food, Beverage and Hotel Tax and Tourism Tax (the "City's Sales Tax Increment" and together with the City's Ad Valorem Tax Increment, the "City's Tax Increment") and a pledge by the County of all of the tax revenues derived from the County's ad valorem tax levies on the "captured assessed value" (as defined in the TIF Act) of the real and personal property comprising the TIF District (the "County's Tax Increment" and together with the City's Tax Increment, the "Tax Increment"); and

WHEREAS, the City and the County have approved the *Tax Increment Financing Plan for Oxford Commons, City of Oxford, Mississippi, July 2018* (the "TIF Plan"); and

WHEREAS, the City and the County now desire to enter into this Agreement pursuant to the Interlocal Act and the TIF Act in order to, among other things, provide for (a) the issuance of the Bonds by the City in order to finance the costs of the Infrastructure Improvements, and (b) the pledge by the City and the County of the Tax Increment in order to secure and pay debt service on the Bonds.

NOW, THEREFORE, in consideration of the premises and the mutual agreements and covenants herein contained, the City and the County, subject to the terms hereof, hereby agree as follows:

1. **The Bonds.** Pursuant to a Development and Reimbursement Agreement, dated December 18, 2018, by and between the City and the Developer (the "Development Agreement"), the City has agreed to issue the Bonds, from time to time, in one or more series, in the aggregate principal amount of not to exceed \$11,000,000, in order to finance the costs of the Infrastructure Improvements. The Bonds will be issued from time to time under and pursuant to the TIF Act, this Agreement, the Development Agreement and resolutions of the Mayor and Board of Aldermen of the City (the "Governing Body"). The amount of the Bonds to be issued from time to time by the City shall be determined based upon the amount of debt which can be serviced with 75% of the actual or anticipated Tax Increment.

2. **Term.** This Agreement shall be for the term of the Bonds; provided, however, that this Agreement shall remain in full force and effect until such time as the principal of, premium, if any, and interest on any series of the Bonds or any bonds subsequently issued to refund any series of the Bonds are paid in full or until such time as this Agreement is otherwise terminated as provided herein; provided further that the final maturity date of any series of the Bonds shall be no later than December 31, 2049.

3. **Purpose.** This Agreement is made and entered into by the parties hereto in order to define the responsibilities of the City and the County in connection with the development of the Project, the financing of the Infrastructure Improvements through the issuance of the Bonds and the provision of security for and the payment of debt service on the Bonds.

4. **Statutory Authority.** The City and the County are authorized by Section 17-13-7 of the Interlocal Act and Section 21-45-3(c) of the TIF Act to jointly exercise and carry out the powers, authorities and responsibilities to be exercised by each of them pursuant to the terms of this Agreement and are both local governmental units under the Interlocal Act and municipalities under the TIF Act.

5. **Administration.** This Agreement shall be administered as a joint undertaking of the City and the County. The creation of a separate entity is not required for the purposes of this Agreement. The City and the County authorize and direct the City, acting through its Governing Body, to (a) issue the Bonds, from time to time, in one or more series, to finance the costs of the Infrastructure Improvements and to pledge the Tax Increment for the payment of debt service on such Bonds as provided herein, (b) to reimburse itself and the Developer for advances made in connection with the installation and construction of the Infrastructure Improvements from the proceeds of the Bonds, (c) to enter into such agreements with the Developer and to do such other things in connection with the development of the Project and the installation and construction of the Infrastructure Improvements as it deems advisable, including, but not limited to, the review and approval of plans and specifications for the Project, without any further approval from the County, and (d) to use the Tax Increment to pay debt service on the Bonds. The City shall have no liability to the County for any actions taken in good faith in connection with this Agreement.

6. **Pledge of the Tax Increment.** Pursuant to the TIF Act, the City is authorized to pledge the City's Tax Increment and the County is authorized to pledge the County's Tax Increment to secure and provide for the payment of the principal of, premium, if any, and interest on the Bonds. The City hereby agrees to pledge to the payment of the Bonds and the funding of a reserve fund, if any, in connection with a series of the Bonds (the "Reserve Fund"), the City's Tax Increment, until the Bonds or any bonds subsequently issued to refund the Bonds are paid in full. The County hereby agrees to pledge to the payment of the Bonds and the funding of the Reserve Fund, if any, the County's Tax Increment until the Bonds or any bonds subsequently issued to refund the Bonds are paid in full. The County hereby authorizes the City to pledge in the documents pertaining to the issuance of the Bonds, the County's Tax Increment for such period of time.

7. **Payment of the Bonds.** The City and the County shall each act as their own agent for collection of the Tax Increment. The County Tax Collector shall collect the County's Tax Increment and shall periodically, but no later than the twentieth (20th) day of the month succeeding the month in which the taxes were collected, in each year commencing upon the execution of this Agreement and during which the Bonds are outstanding, pay over to the City the County's Tax Increment and any investment earnings thereon. The City shall collect the City's Ad Valorem Tax Increment and deposit it as provided herein. The City's Sales Tax Increment will be collected and distributed to the City pursuant to a separate agreement between the City and the Mississippi Department of Revenue. Collection of the Tax Increment will

commence upon execution and delivery of this Agreement and the Development Agreement and shall continue until all Bonds or paid in full.

Prior to the issuance of any Bonds as provided herein, the City will deposit the Tax Increment collected into the Debt Service Reserve Fund created by the City pursuant to the Development Agreement and used to fund a reserve fund for Bonds issued to finance the Infrastructure Improvements. Once Bonds have been issued by the City, the City will timely deposit the Tax Increment as collected to the credit of the bond fund or bond funds for the Bonds (the "Bond Fund"). The City and/or each Paying and Transfer Agent for the Bonds (the "Paying and Transfer Agent"), as appropriate, will invest monies in each Bond Fund pursuant to the direction of the City and will disburse monies in the Bond Fund pursuant to the terms of the resolution or resolutions of the Governing Body under which the Bonds will be issued (the "Bond Resolution"). Pursuant to the Bond Resolution, any surplus Tax Increment not needed to fund the Bond Fund for each series of the Bonds outstanding will be deposited by the City on a pro rata basis to the credit of any Reserve Fund which is not fully funded until such time as all Reserve Funds for the Bonds outstanding have been fully funded. In the event that there shall be any surplus of the City's Ad Valorem Tax Increment and the County's Tax Increment (together, the "Ad Valorem Tax Increment") in the Bond Fund on December 31 of any year in which the Bonds are outstanding and such surplus Ad Valorem Tax Increment is not needed to fund a Reserve Fund for the Bonds, then the City shall disburse such surplus Ad Valorem Tax Increment to the City and the County on a pro rata basis. Any surplus of the City's Sales Tax Increment shall be paid to the City. At the time of payment in full of the Bonds, whether by maturity or redemption, any moneys remaining in the Reserve Fund shall be distributed to the City and the County based on the percentages of Ad Valorem Tax Increment and City's Sales Tax Increment deposited to the Reserve Fund. The percentage of such moneys representing the City's Sales Tax Increment shall be paid to the City. The percentage of such moneys representing the Ad Valorem Tax Increment shall be paid to the City and the County on a pro rata basis. Notwithstanding anything herein to the contrary, any amounts in the Reserve Fund shall first be used to pay any amounts owing on the Bonds on the last principal and interest payment date for the Bonds.

8. Investment of Funds. The County shall direct the investment of amounts on deposit in the Oxford Commons Tax Increment Fund, if any. The City shall direct the investment of amounts on deposit in funds held by the City or a Paying and Transfer Agent, including but not limited to the Bond Fund and the Reserve Fund.

9. Annual Certifications. To the extent required by the TIF Act, the City and the County hereby agree that they will have their respective "clerks" as defined in the TIF Act annually provide the certification required by Section 21-45-21(2) of the TIF Act.

10. Termination. This Agreement shall terminate upon payment in full of the principal of, premium, if any, and interest on the Bonds issued by the City from time to time or any bonds subsequently issued to refund such Bonds, including the defeasance or redemption thereof.

11. Amendment. No amendment, change, modification, alteration or termination of this Agreement shall be made other than pursuant to a written instrument signed by the parties to

this Agreement. No such amendment shall in any way effect the security for and the payment of the Bonds.

12. Miscellaneous.

(a) The City and the County hereby agree that this Agreement shall not become effective until it has been approved by the Governing Body of the City, the Board of Supervisors of the County and the Attorney General of the State as required by Section 17-13-11 of the Interlocal Act and until it has been filed with the Chancery Clerk of the County and the Secretary of State of the State.

(b) If any paragraph or part of a paragraph of this Agreement shall be declared null and void or unenforceable against any of the parties hereto by any court of competent jurisdiction, such declaration shall not affect the validity or enforceability of any other paragraph or part of a paragraph of this Agreement.

(c) In the event any agreement contained in this Agreement shall be breached and such breach shall thereafter be waived, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

(d) This Agreement shall inure to the benefit of the City and the County and shall be binding upon the City and the County and their respective successors and assigns.

(e) This Agreement shall be governed as to validity, construction and performance by the laws of the State.

(f) This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall constitute but one and the same agreement.

(g) The descriptive headings of the several paragraphs of this Agreement are inserted for convenience only and do not constitute a part of this Agreement.

(h) No amendment, change, modification, alteration or termination of this Agreement shall be made other than pursuant to a written agreement signed by the City and the County.

(i) Any capitalized terms or other terms used herein and not defined herein shall have the meanings ascribed to them in the Bond Resolution.

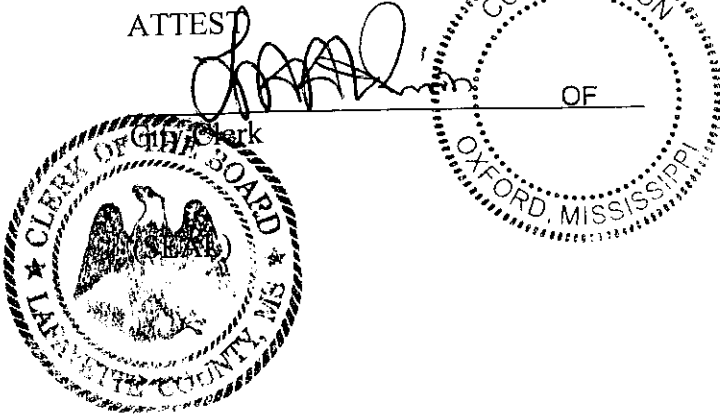
IN WITNESS WHEREOF, the parties hereby have caused this Agreement to be duly executed as of the 1st day of January, 2019.

(SEAL)

CITY OF OXFORD, MISSISSIPPI

By Robyn Tannehill
Mayor

ATTEST



ATTEST

Sherry Waco
Clerk of the Board of Supervisors

LAFAYETTE COUNTY, MISSISSIPPI

By Jeff Busby
President of the Board of Supervisors

44234252.v2

STATE OF MISSISSIPPI

COUNTY OF LAFAYETTE

Personally appeared before me, the undersigned authority in and for the said county and state, on this 28 day of January, 2019, within my jurisdiction, the within named Robyn Tannehill and Ashley Atkinson, who acknowledged they are the Mayor and City Clerk, respectively, of the City of Oxford, Mississippi, and that for and on behalf of said city and as its act and deed, they executed the above and foregoing instrument, after first having been duly authorized by said city so to do.

Kellim M. Briscoe
Notary Public

My Commission Expires:

9/25/2020



STATE OF MISSISSIPPI

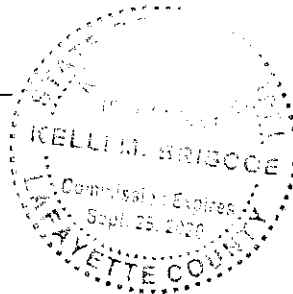
COUNTY OF LAFAYETTE

Personally appeared before me, the undersigned authority in and for the said county and state, on this 28 day of January, 2019, within my jurisdiction, the within named Jeff Busby and Sherry Wall, respectively, who acknowledged they are the President and Clerk of the Board of Supervisors of Lafayette County, Mississippi, , respectively, and that for and on behalf of said county and as its act and deed, they executed the above and foregoing instrument as of the date therein mentioned with actual execution on the date of this acknowledgment, after first having been duly authorized by said county so to do.

Kelli M. Briscoe
Notary Public

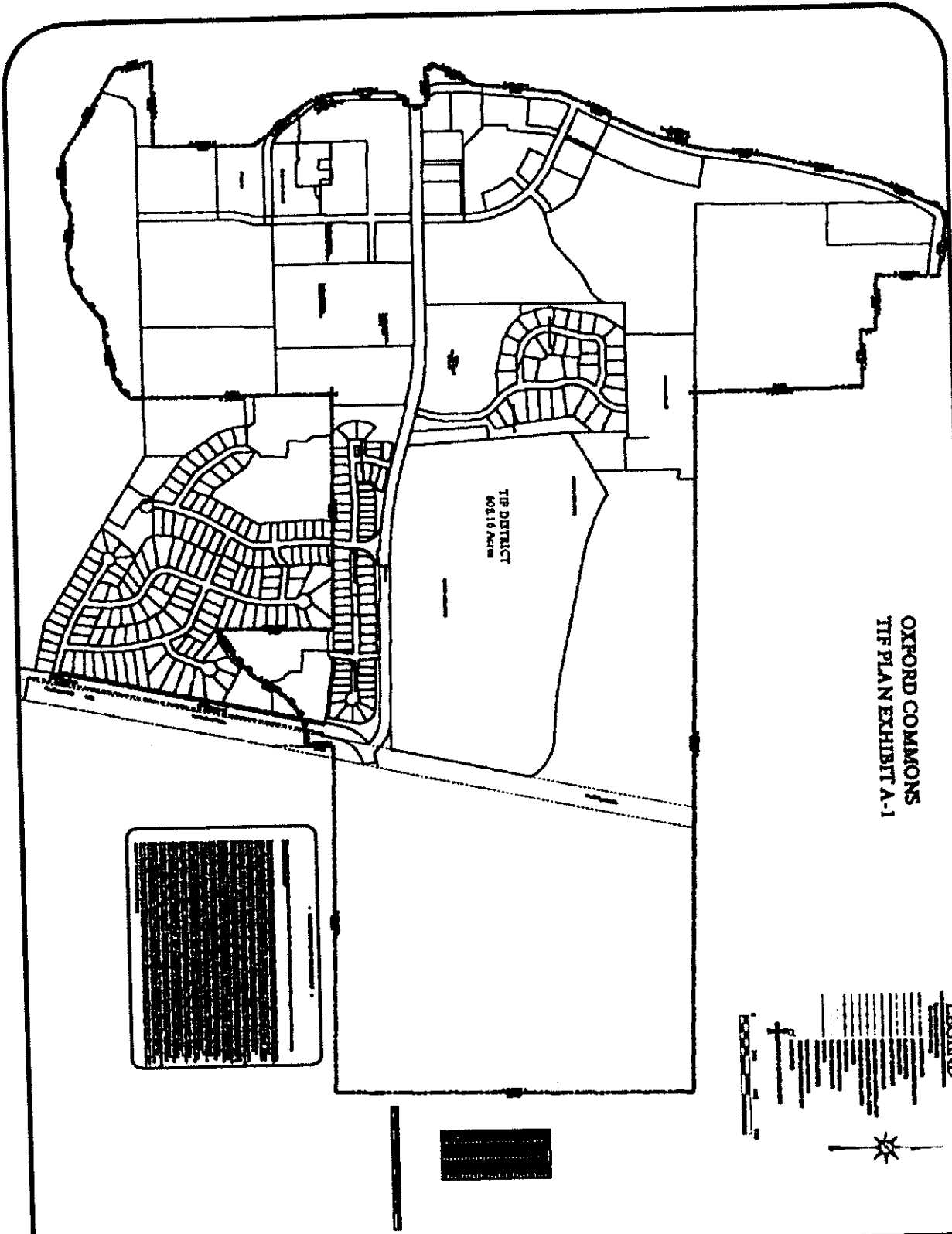
My Commission Expires:

9/25/2020

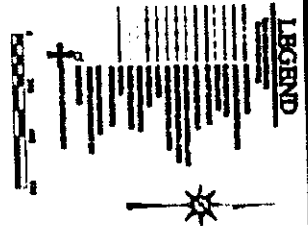
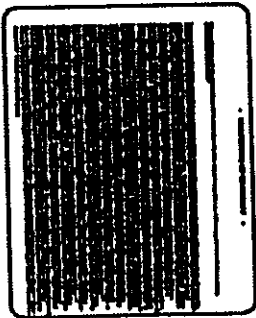


EXHIBITS A-1 AND A-2

TIF DISTRICT



OXFORD COMMONS
TIF PLAN EXHIBIT A-1



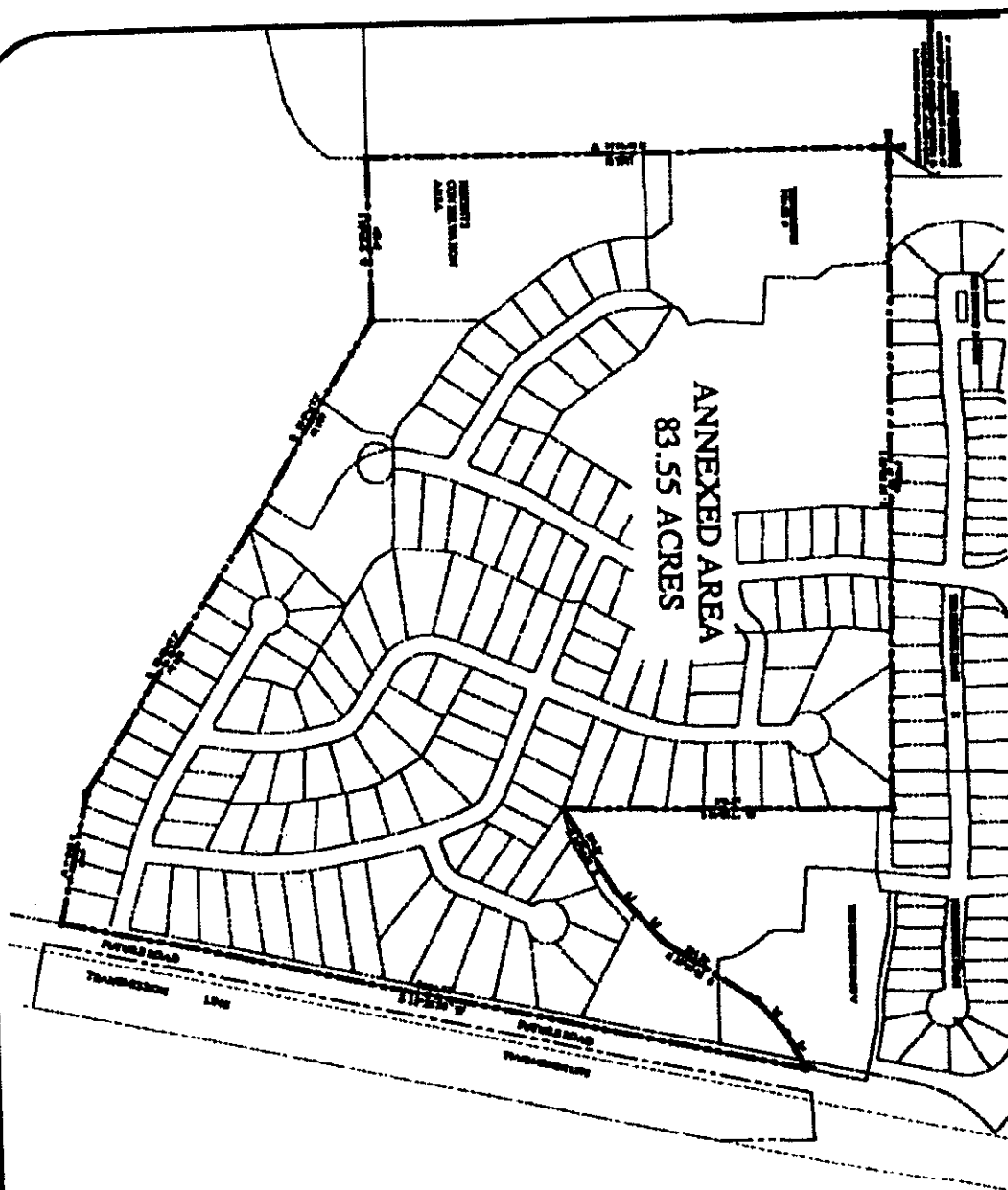
PLAT OF SURVEY
FOR
OXFORD COMMONS
SE 1/4 SEC. 15, T-8-S, R-3-W, EAST 1/2 OF SEC. 22, T-8-S, R-3-W
N 1/2 AND SW 1/4 OF SEC. 21, T-8-S, R-3-W
LAFAYETTE CO., MS

3.0

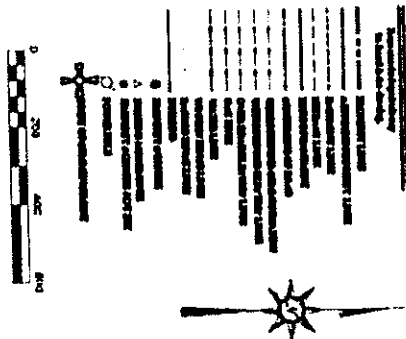


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**OXFORD COMMONS THE PLAN
EXHIBIT A-2**



LEGEND



**PLAT OF SURVEY
FOR
OXFORD COMMONS
ANNEXED PROPERTY
A FRACTION OF THE SW 1/4 SEC. 23, T-8-S, R-3-W,
LAFAYETTE CO., MS**

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4.0