

EXHIBIT G
ESSENTIAL USE/SOURCE OF FUNDS LETTER

TO: HANCOCK BANK

RE: Governmental Lease Purchase Agreement

Gentlemen:

Reference is made to that certain Governmental Lease Purchase Agreement, dated _____, 2012 ("Lease"), between Lessor and us, **CITY OF GAUTIER, MS** as Lessee, leasing the personal property ("Property") described in Exhibit "D" to such Lease. This confirms and affirms that the Property is essential to the functions of the undersigned as or to the service we provided to our citizens.

Further, we have an immediate need for, and expect to make immediate use of, substantially all the Property, which need is not temporarily or expected to diminish in the foreseeable future. The Property will be used by us only for the purpose of performing one or more of the governmental or proprietary functions consistent with the permissible scope of our authority.

We expect and anticipate adequate funds to be available for all future payments of rent due after the current fiscal year in as much as there will be a continued need for such property.

Very truly yours,

CITY OF GAUTIER, MS

By: _____
Samantha Abell
City Manager

By: _____
Cindy Russell
City Clerk

**Exhibit H
BILL OF SALE**

For and in consideration of the purchase price of **\$25,197.00** paid by Hancock Bank, Gulfport, Mississippi ("Lessor"), to _____ ("Vendor/Lessee"), receipt of which is hereby acknowledged, the Lessee hereby sells, assigns, and transfers to Lessor, the equipment (the "Equipment") now in the possession of Lessee as described on Exhibit D and the attachments thereto.

It is agreed that the Equipment is to remain in the possession of Lessee but that the possession thereof by Lessee shall, from and after the date hereof, be subject to the Governmental Lease Purchase Agreement dated as of _____, 2012 between Lessor and Lessee (the "Agreement"), with the same effect as though the Equipment had been acquired by Lessor and delivered to Lessee as of the date hereof. The rental applicable to the Equipment shall be determined in accordance with the terms of the Agreement.

Lessee hereby represents and warrants that the Equipment is now in the possession of the Lessee and hereby transfers to Lessor the Equipment free and clear of any and all liens and encumbrances, subject to re-conveyance and retention of title to Lessee as provided in the Agreement.

Lessee hereby agrees, upon request of Lessor, to execute and deliver any other instruments, papers, or documents which may be required, or desirable, in the opinion of Lessor in order to give effect to this Bill of Sale.

IN WITNESS WHEREOF Lessee has duly executed this Bill of Sale as of this _____ day of _____ 2012.

CITY OF GAUTIER, MS

BY: _____
Samantha Abell
City Manager

BY: _____
Cindy Russell
City Clerk

Exhibit J
ASSIGNMENT OF PURCHASE ORDERS

For value received, the **CITY OF GAUTIER, MS** ("Assignor") does hereby, sell, assign and transfer to Hancock Bank, Gulfport, Mississippi ("Assignee") all its right, title and interest in and to and delegates all its duties under the purchase orders attached hereto and made a part hereof (the "Purchase Orders"), including without limitation the right to take title to the equipment (the "Equipment") described in the Purchase Orders and to be named as purchaser in any bills of sale and/or invoices to be delivered in connection therewith, subject to the provisions of the Agreement with respect to the transfer of title to Lessee.

The Assignor represents that the Purchase Orders are in full force and effect and enforceable in accordance with the terms thereof, and are assignable and the duties thereunder delegable and that this Assignment is a valid exercise of the rights of the Assignor.

This Assignment is executed for the purpose of enabling Assignee to purchase the Equipment specified on the Purchase Orders which Assignee will lease to Assignor pursuant to a certain Governmental Lease Purchase Agreement dated as of _____, 2012 and of which this Assignment constitutes an integral part, and is subject to the provisions of the Agreement with respect to the transfer of title to Lessee.

Assignee has caused or will cause all actions to be taken as provided in the Purchase Orders assigned hereby including those pertaining to the delivery, installation, quality and quantities of Equipment.

EXECUTED this ____ day of _____ 2012.

CITY OF GAUTIER, MS

BY: _____
Samantha Abell
City Manager

BY: _____
Cindy Russell
City Clerk

Exhibit K
ASSIGNMENT OF INVOICES

For value received, the **CITY OF GAUTIER, MS** ("Assignor") does hereby sell, assign and transfer to Hancock Bank, Gulfport, Mississippi ("Assignee") all its right, title and interest in and to and delegates its duties under the invoices attached hereto and made a part hereof (the "Invoices").

The Assignor represents that the Invoices are in full force and effect and are assignable and that this Assignment is a valid exercise of the rights of the Assignor.

This Assignment is executed for the purpose of establishing in Assignee clear title to the equipment specified on the Invoices which equipment is subject to that certain Governmental Lease Purchase Agreement dated as of _____, **2012** by the Assignor and Assignee, of which this Assignment constitutes an integral part, including those provisions for the transfer and retention of title to Lessee as provided in the Agreement.

This Assignment of Invoices is executed as of this ____ day of _____ **2012**.

CITY OF GAUTIER, MS

BY: _____
Samantha Abell
City Manager

BY: _____
Cindy Russell
City Clerk

**EXHIBIT L
CERTIFICATE WITH RESPECT TO
QUALIFIED TAX-EXEMPT OBLIGATION**

We, the undersigned representatives of the **CITY OF GAUTIER, MS** (the "Lessee") being the persons duly charged, with others, with responsibility for issuing the Lessee's obligation in the form of that certain agreement entitled "Governmental Lease Purchase Agreement" (the "Agreement") dated _____, **2012** and issued said date hereby certify that:

1. This Certificate is executed for the purpose of establishing that the Lease has been designated by Lessee as a qualified tax-exempt obligation of Lessee for purposes of the Tax Reform Act of 1986.
2. The Lease being issued by Lessee is in calendar year 2012.
3. No portion of the gross proceeds of the Lease will be used to make or finance loans to persons other than governmental units or be used in any trade or business carried on by any person other than a governmental unit.
4. To the best knowledge and belief of Lessee the Lease is issued to provide financing as a qualified project bond within the meaning of the Act.
5. Including the Lease herein so designated, Lessee has not designated more than \$10,000,000.00 of obligations issued during calendar year 2012 as qualified tax-exempt obligations.
6. Lessee reasonably anticipates that the total amount of qualified tax-exempt obligations to be issued by lessee during calendar year 2012 will not exceed \$10,000,000.00.

To the best of our knowledge, information and belief the expectations herein expressed are reasonable and there are no facts, estimates or circumstances other than those expressed herein that would materially affect the expectations herein expressed.

IN WITNESS WHEREOF, we have hereunto set our hands this ____ day of _____ **2012**.

CITY OF GAUTIER, MS

By: _____
Samantha Abell
City Manager

By: _____
Cindy Russell
City Clerk

EXHIBIT M
AGREEMENT TO TENDER VEHICLE TITLE TO LESSOR

We, the undersigned officers of City of Gautier, Mississippi ("Lessee"), being the persons duly charged, with others, with responsibility for issuing the Lessee's obligation in the form of that certain agreement entitled "Governmental Lease Purchase Agreement (the "Agreement") dated as of _____ hereby agree to give to Hancock Bank ("Lessor") the title to the vehicle being financed through the above referenced Agreement within ten days of receipt of the title from the State of Mississippi.

Upon receipt of the vehicle title from the Lessee, Hancock Bank will file a title application with the State of Mississippi in order that Hancock Bank may be shown as lien holder on the vehicle.

IN WITNESS WHEREOF, we have hereunto set our hands as of this _____ day of November, 2012.

CITY OF GAUTIER, MS

By: _____

Samantha Abell
City Manager

By: _____

Cindy Russell
City Clerk

(To Be Dated On or After Date of Agreement)

November 19, 2012

Hancock Bank
Post Office Box 4019
Gulfport, Mississippi 39502

Re: Lease-Purchase of Equipment by the City of Gautier, Mississippi

Gentlemen:

Pursuant to your request, I hereby render the following opinion regarding the Equipment Lease-Purchase Agreement (“Agreement”), dated _____, between the City of Gautier, Mississippi (“Lessee”) and Hancock Bank (“Lessor”).

I have acted as counsel to the Lessee and its Governing Board with respect to certain legal matters pertaining to the Agreement and to the transactions contemplated thereby. I am familiar with the Agreement and I have examined such agreements, schedules, statements, certificates, records, including minutes of the Governing Body of the Lessee and other instruments of public officials, Lessee and other persons as I have considered necessary or proper as a basis for the opinions hereinafter stated.

Based upon such examination, I am of the opinion that:

1. Lessee has full power, authority and legal right to purchase equipment, as defined in the Agreement, and to execute, deliver and perform the terms of the Agreement. The purchase of the equipment and the execution, delivery and performance of the Agreement has been duly authorized by all necessary action on the part of Lessee and any other governing authority and does not require the approval of, or the giving of notice to any other federal, state, local, or foreign governmental authority and does not contravene any law binding on Lessee or the Governing Body or contravene any indenture, credit agreement or other agreement to which Lessee or the Governing Body is a party or by which it is bound. The Agreement grants the Lessor a valid first priority security interest in the Equipment, upon the timely and proper filing of UCC-1 financing statements and title application evidencing the Lessor’s interest.

2. The Agreement has been duly authorized, executed and delivered and constitutes a valid and binding obligation of Lessee and the Governing Body enforceable in accordance with its terms.
3. All required procedures for execution of the Agreement, including competitive bidding, if applicable, have been complied with, and all rentals will be paid out of funds which are legally available for such purpose.
4. There are no pending or threatened actions or proceedings before any court, administrative agency or other tribunal or other body against Lessee or the Governing Body which may materially affect Lessee's or the Governing Body's financial condition or operations or which

could have any effect whatsoever upon the validity, performance or enforcement of the terms of the Agreement.

5. With respect to the tax exempt status of the portion of rental payments under the agreement:
 - (a) The City of Gautier, Mississippi, is a body politic incorporated under the laws of the State of Mississippi;
 - (b) The Lessee has designated the Agreement as a qualified tax-exempt obligation of Lessee for purposes of Section 265(b)(3) of the Internal Revenue Code of 1986.

This opinion letter is being furnished to Hancock Bank in connection with the above referenced transaction and the opinions expressed herein are for the sole benefit of Lessor and its successors or assigns, and may be relied upon only by Lessor and its successors or assigns. The foregoing opinions are qualified to the extent that the enforcement of the Agreement may be limited by bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights, heretofore or hereafter enacted.

Witness my signature, this the day of 2012.

Very truly yours,

By: _____

Phone 228 • 762 • 3311
HWY 90 & LADNIER ROAD
GAUTIER, MS 39553



Fax 228 • 497 • 5087
P.O. BOX 188
GAUTIER, MS 39553 • 0188

November 13, 2012

To: City of Gautier

From: Merchants & Marine Bank

Re: Rate Request

Dear Ms. Steen,

Merchants & Marine Bank would like to offer an interest rate of 2.95% for loan request on the purchase of a 2013 F150. The terms on this loan will be for thirty-six months.

We appreciate your business and please let me know if you have any further questions.

Sincerely,

A handwritten signature in cursive script that reads 'Sherrill Edwards'.

Sherrill Edwards
Loan Officer