

LOAN AGREEMENT

THIS LOAN AGREEMENT, dated as of _____ (this "Agreement") by and between the City of Vicksburg, Mississippi ("City") and Trustmark National Bank ("Trustmark") set forth in Item 1 of Appendix A.

WITNESSETH:

WHEREAS, Miss. Code Ann. § 21-33-325 authorizes the City to borrow money needed for the current expenses of the City in anticipation of the ad valorem taxes to be collected; and

WHEREAS, the Board of Mayor and Aldermen of the City of Vicksburg ("Governing Body") determined that it is in the best interests of the residents served by the Governing Body to acquire funds by borrowing the necessary money and executing a Note evidencing such loan to pay the current expenses of the City; and

WHEREAS, on October 24, 2025, the Board of Mayor and Aldermen of the City of Vicksburg ("Governing Body") approved a Resolution authorizing the City of Vicksburg's Finance Director Doug Whittington to secure quotes for interest rates from financial institutions for a line of credit not to exceed two million dollars (\$2,000,000) for the current expenses of the City; and

WHEREAS, Trustmark submitted the lowest interest rate in the amount of 4.43% per annum.

NOW THEREFORE, BE IT RESOLVED, by the Board of Mayor and Aldermen of the City of Vicksburg, Mississippi:

That the parties hereto, intending to be legally bound hereby and in consideration of the mutual covenants hereinafter contained, do hereby agree as follows:

SECTION 1. That the City of Vicksburg, Mississippi, shall borrow the sum of Two Million dollars (\$2,000,000.00) from Trustmark National Bank for the purpose of paying current expenses of the City in anticipation of taxes to be collected.

SECTION 2. That the money borrowed pursuant to the foregoing Section shall be evidenced by a negotiable promissory note which shall bear interest at the rate of 4.43% per annum; shall be payable on or before maturity without penalty; shall be payable, both principal and interest, in lawful money of the United States of America; shall mature on March 15, 2026; shall be executed by the manual signature of the Mayor and witnessed by the City Clerk, under the official seal of the City; and shall be in substantially the following form with any revision, insertions, or deletions deemed necessary by the Mayor or City Attorney.

SECTION 3: Subject to and upon the terms and conditions set forth herein, Trustmark agrees to make the Loan to City and City agrees to borrow the proceeds of the Loan from Trustmark. The Loan will be evidenced by a promissory note payable to the order of Trustmark and dated as of the date hereof in substantially the form attached hereto as Exhibit A (the "Note"), which Note shall bear no interest as shown on the face of the Note. Subject to the provisions of, and upon execution of this Agreement, the Note and any other documents required by Trustmark to secure City's repayment of the Loan, Trustmark shall pay the proceeds of the Loan unto City in order to finance essential government services.

SECTION 4: City shall execute the Note to evidence its obligation to make the Loan Payments and any other sums payable by City hereunder.

SECTION 5: Trustmark makes the following representations as the basis for the undertakings on the part of the City herein contained:

(a) Trustmark has been duly authorized and has by proper action executed and delivered this Agreement and, as to Trustmark, this Agreement is valid and legally binding and enforceable in accordance with its terms;

(b) The Loan for cash flow purposes will further the purposes of the City, to wit: prevent a disruption of essential government services by paying the current expenses of the municipality.

SECTION 6: City makes the following representations as the basis for the Loan and the undertakings on the part of Trustmark herein contained:

(a) City has been duly authorized and has by proper action executed and delivered this Agreement and, as to City, this Agreement is valid and legally binding and enforceable in accordance with its terms;

(b) It shall comply with the terms and provisions of this Agreement and the Note;

(c) All information furnished by City to Trustmark for the purpose of approving the Loan is true, accurate, and complete;

(d) The Loan is being made solely for cash flow purposes for providing essential government services by paying the current expenses of the municipality and will not be used for any other purpose.

SECTION 7: City covenants and agrees, until the Loan is repaid and satisfied in full according to the terms of this Agreement, to promptly give Trustmark written notice of the occurrence of any event or matter that has resulted or will result in a material adverse change in its ability to provide essential government services.

SECTION 8: The following shall be "events of default" under this Agreement, and the terms "event of default" or "default" shall mean, whenever they are used in this Agreement, any one or more of the following events:

(a) Failure by City to pay or cause to be paid when due any payments required to be paid under Section 2 hercof and the Note;

(b) Failure by City to observe and perform in any material way any covenant, conditions or agreement on its part to be observed or performed as set forth herein, which failure shall not be cured to the satisfaction of Trustmark within the earlier of ten (10) days after actual knowledge thereof by City or written notice, specifying such failure and requesting that it be remedied, is given to City by Trustmark;

(c) Whenever an event of default shall have occurred and be continuing, Trustmark may at anytime thereafter, at their option, declare the Loan to be due and payable, whereupon the maturity of the then unpaid balance of the Loan shall be accelerated and the same shall forthwith become due and payable without presentment, demand, protest or notice of any kind, all or which are hereby expressly waived, anything contained herein or in the Note to the contrary notwithstanding, and Trustmark may take any action at law or in equity to enforce this Agreement to collect the payments then due and thereafter to become due, or to enforce performance and observance of any obligation, agreement or covenant of City under this Agreement or the Note. No remedy conferred upon or reserved to Trustmark by this Agreement is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission or exercise of any right or power occurring upon any default shall impair any such right or power or shall 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. If City shall default under any of the provisions of this Agreement and Trustmark shall employ attorneys or incur other expenses for collection of the Loan payments or for the enforcement or performance or observance of any obligation or agreement on the part of City contained in this Agreement or the Note, City, will on demand therefore pay the reasonable fees and expenses of Trustmark and its attorneys as they are incurred including all fees of counsel incurred for negotiation, trial, appeals or ruling of any lower tribunals, administrative hearings, or other proceedings.

SECTION 9: All notices given pursuant to this Agreement shall be in writing signed by the party giving the notice and shall be given by (a) certified mail, postage prepaid, (b) prepaid overnight delivery, or (c) hand delivery. For the purposes of this Agreement, notices shall be sent to the parties at the addresses set forth in Item 5 of Appendix A hereto or to such other addresses that the parties may designate in writing.

SECTION 10:

(a) The paragraph headings in this Agreement are for convenience only and are not intended to limit or interpret the provisions of this Agreement.

(b) All Appendices and Exhibits, which are referred in this Agreement, are made a part of and are incorporated into this Agreement.

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

(d) 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 together constitute but one in the same instrument.

(e) No delay or failure by either party to exercise any right under this Agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.

(f) If any clause, provision or section of this Agreement is held to be illegal or invalid by any court, the invalidity of such clause, provision or section shall not effect any of the remaining clauses, provisions or sections hereof and this Agreement shall be construed and enforced as if such illegal or invalid clause, provision or section had not been contained herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year written below the authorized representative's name below.

CITY OF VICKSBURG, MISSISSIPPI

BY: _____
Willis Thompson, Mayor

TRUSTMARK NATIONAL BANK

BY:  _____
Tyler S. McNeal, President

ATTEST:

By: _____
Deborah A. Kaiser-Nickson, City Clerk

**Appendix A
to Loan Agreement**

- Item 1-** Name of Agency: City of Vicksburg, Mississippi
- Item 2-** Use of Loan Funds: To provide, in part, for cash flow requirements for the provision of essential government services, specifically pay city expenses.
- Item 3-** Loan Amount: Two Million Dollars and No Cents (\$2,000,000.00)
- Item 4** Loan Terms and Conditions: The terms of the Note shall be paid in full by March 15, 2026 at 4.43% annual interest. The Note will be paid out of the first money collected from taxes for the year in which the Note is issued, in sums sufficient for said purpose, and the full faith, credit and resources of the City shall be and are hereby irrevocably pledged to the payment of said Note, as to principal and interest, and the Note shall be paid out of the first taxes collected for the year in which it is issued.
- Item 5** Address Notice:
- City of Vicksburg
ATTN: Willis Thompson, Mayor
1401 Walnut Street
Vicksburg, Mississippi 39180
- Trustmark National Bank
ATTN: Tyler S. McNeal
1301 Washington Street
Vicksburg, Mississippi 39180

EXHIBIT A

CITY OF VICKSBURG, MISSISSIPPI

TAX ANTICIPATION NOTE

Principal Amount \$2,000,000.00

**RATE OF
INTEREST**
4.43%

DATE OF ORIGINAL ISSUE
November 3, 2025

**DATE OF
MATURITY**
March 15, 2026

**REGISTERED
OWNER:**

**TRUSTMARK NATIONAL
BANK
1301 Washington Street
Vicksburg, Mississippi 39180**

PRINCIPAL AMOUNT: Two Million Dollars

The City of Vicksburg, Mississippi (the "City") 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, the sum of

Two Million Dollars

with interest thereon from the date hereof at the rate of 4.43% to be calculated using an actual /360 day accrual method with daily interest accrual; provided, however, the City in its discretion may receive the principal amount of this Note in multiple advances, as needed by the City. Interest shall begin to accrue on the principal amount of each advance only from the date of each such advance. The amount of each advance will be recorded by the Clerk of the City in the place provided therefore on the reverse hereof, along with the date of such advance in the place provided therefor. Interest on the outstanding balance of the Note shall be payable on the maturity date (the "Interest Payment Date"), and the Note shall mature and be payable on the maturity date set forth herein.

Payment of the principal amount of this Note shall be made to the Registered Owner hereof who shall appear in the registration records of the City upon presentation and surrender of the Note.

The City further promises to pay interest on the principal amount stated above from the date of each advance at the rate of interest per annum set forth above, on the maturity date of the Note, to the Registered Owner hereof who shall appear in the registration records of the City.

Payments of principal of and interest on this Note shall be made by check or draft mailed or hand-delivered to the Registered Owner at his address as it appears on such registration records. The Registered Owner hereof may change such address by written notice to the City by certified mail, return receipt requested, or such other method as may be subsequently prescribed by the City, such notice to be received by the City not later than the 15th day preceding the maturity date of the Note.

The Note is prepayable prior to its stated date of maturity either in whole or in part, at any time, at par plus accrued interest to the date of prepayment.

This Note is the Note issued in the aggregate authorized principal amount of **Two Million Dollars** (\$2,000,000.00) to raise money for the purpose of borrowing money in anticipation of taxes for the purpose of defraying the expenses of the City as authorized under Section 21-33-325 of the Mississippi Code of 1972, as amended from time to time (the "Act").

This Note is issued under the authority of the Constitution and statutes of the State of Mississippi, including the Act, and by the further authority of proceedings duly had by the Board of Aldermen of the City, including a resolution adopted on October 24, 2025 (the "Resolution") authorizing Finance Director to secure quotes from financial institutions for the purpose of the tax anticipation loan.

The Note is registered as to both principal and interest.

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 City, but only in the manner, subject to the limitations in the Note Resolution, and upon surrender and cancellation of this Note. Upon such transfer or exchange, a new Note of like aggregate principal amount of the same maturity will be issued.

The City may deem and treat the Registered Owner hereof as the absolute owner for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes and the City shall be affected by any notice to the contrary.

The Note is and will continue to be payable as to principal and interest out of and secured by an irrevocable pledge of the first money collected from taxes for the year in which the Note is issued, in sums sufficient for said purpose, and the full faith credit and resources of the City shall

be and are hereby irrevocably pledged to the payment of the Note, both as to principal and interest, and said Note shall be paid out of the first taxes collected for the year in which the Note is issued.

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

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 the Note, in order to make the same a legal and binding general obligation of the City, 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. For the performance in apt time and manner of every official act herein required, and for the prompt payment of this Note, both principal and interest, the full faith and credit of the City are hereby irrevocably pledged.

IN WITNESS WHEREOF, the City has caused this Note to be executed in its name by the manual signature of the Mayor of the City of Vicksburg, Mississippi, countersigned by the manual signature of the City Clerk, under the seal of the City, which said manual signatures and seal said officials adopt as and for their own proper signatures and seal, as of the ____ day of _____, 2025.

CITY OF VICKSBURG, MISSISSIPPI

BY: _____
Willis Thompson, Mayor

ATTEST:

By: _____
Deborah A. Kaiser-Nickson, City Clerk

(SEAL)

ACKNOWLEDGMENT OF TRUSTMARK NATIONAL BANK

STATE OF MISSISSIPPI

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) ss:

COUNTY OF Warren

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Personally appeared before me, the undersigned authority in and for the said county and state, on this the 31 day of October, 2025, within my jurisdiction, the within named Tyler S. McNeal, who acknowledged he is the President of Trustmark National Bank and that for and on behalf of Trustmark and as its act and deed, they executed the above and foregoing instrument, after first having been duly authorized by Trustmark so to do.

Baylee Newell
Notary Public

(SEAL)

My Commission Expires:

May 25, 2026

