

**BOND APPLICATION
MEMPHIS CENTER CITY
REVENUE FINANCE CORPORATION**

1. Applicant: City of Memphis
Company's Name: City of Memphis
Mailing Address: 125 N. Main St., Rm 368
Memphis, Tennessee 38103
Phone: 901-636-6657
Email: walter.person@memphistn.gov

Federal Employer Identification Number: 62-6000361
Company representative to be contacted: Walter O. Person
Name and Title: Walter O. Person, Chief Financial Officer
Mailing Address: 125 N. Main St., Rm 368
Memphis, Tennessee 38103
Phone: 901-636-6657
Email: walter.person@memphistn.gov

2. Describe the principal business of Applicant and its legal status. Briefly describe Applicant's corporate or other legal structure and identify its state of organization. If Applicant is a foreign entity, is it registered to do business in Tennessee?

City of Memphis

3. Briefly describe the proposed Project.

1) The City will contribute \$5M for improvements to AutoZone Park (home of the Memphis Redbirds, the Triple-A affiliate of Major League Baseball's St. Louis Cardinals) and 2) The City will contribute \$10M for parking infrastructure improvements associated with the redevelopment and adaptive reuse of the 37-story 100 North Main building, the tallest structure in Downtown Memphis, Tennessee.

4. State the proposed location of the Project by street address and legal description.

100 N. Main St., Memphis, TN 38103 – 100 North Main Building

200 Union Ave., Memphis, TN 38103 – AutoZone Park

Who owns the real property at this time?

The Downtown Mobility Authority owns 100 N. Main, and the City of Memphis owns AutoZone Park.

Does Applicant have an option to purchase the property if not already owned by Applicant?

100 N. Main – No

AutoZone Park – N/A – The City owns it.

Are there presently outstanding any options or liens with regard to the property? If so, describe.

100 N. Main – To my knowledge, no.

AutoZone Park – No

5. (a) State the estimated Project costs broken down by components (i.e. land, buildings, equipment, soft costs, etc.) If available, attach third part cost estimates or bids.

\$10M – 100 N. Main

\$5M – AutoZone Park

(b) State the principal amount of Bonds the Board will be requested to issue; whether tax-exempt or taxable, the proposed terms of such Bonds, including expected interest rate and maturity, and the proposed security therefor.

Not to exceed \$16M. The bond will have a single fixed rate and be amortized over five years; The bond will be secured by the City's pledge of non-ad valorem revenue.

6. State the proposed procedure for sale of the Bonds (i.e., public or private sale). Name all principal underwriters, fiscal agents, promoters, or consultants, who will act in connection with the issue, including their addresses, telephone numbers, and individuals familiar with the issue. If no underwriter is to be involved, name the proposed purchaser(s) of the Bonds and the addresses, telephone numbers, email addresses and names of individual representatives of the purchaser(s) familiar with the financing. Attach a copy of the bond purchaser's commitment letter.

The bond will be privately placed with Webster Bank, National Association. See Attachment D – Webster Bank Term Sheet.

7. Name any Bond Counsel, Underwriter's Counsel, or Bond Purchaser's Counsel who will be involved with the issue, with addresses, telephone numbers and email addresses.

Co-Bond Counsel: [Carpenter Law, PLLC](#)

Mailing Address: [386 Beale Street](#)
[Memphis, Tennessee 38103](#)
[Phone: 901-523-7788 Fax: 901-523-2849](#)
[Email: corbinc@386beale.com](#)
[charlesc@386beale.com](#)

Co-Bond Counsel: [Bass, Berry & Sims PLC](#)

Mailing Address: [100 Peabody Place](#)
[Suite 1300](#)
[Memphis, Tennessee 38103](#)
[Phone: 901-543-5781](#)
[Email: michael.bradshaw@bassberry.com](#)

Underwriter's Counsel: [N/A](#)

Mailing Address: _____

Phone: _____ Fax: _____ Email: _____

Bond Purchaser's Counsel: [Kutak Rock](#)

Mailing Address: [3424 Peachtree Rd. NE Suite 900](#)
[Atlanta, Georgia 30326](#)
[Phone: 404-222-4630](#)
[Email: kate.bailey@kutakrock.com](#)
[eric.sender@kutakrock.com](#)
[taylor.meeks@kutakrock.com](#)

Other / Describe: [N/A](#)

Mailing Address: _____

Phone: _____ Fax: _____ Email: _____

8. Name any Company Counsel, engineers, architects, financial consultants, or other professionals who will be involved in the Project, with addresses, telephone numbers and email addresses.

Company Counsel: [City Attorney's Office](#)
Mailing Address: [125 N. Main Street Room 336](#)
[Memphis, Tennessee 38103](#)
Phone: [901-636-6614](#)
Email: cityattorney@memphistn.gov

Architects / Engineers: [N/A](#)
Mailing Address: _____
Phone: _____ Fax: _____ Email: _____

Financial Consultants: [PFM Financial Advisors LLC](#)
Mailing Address: [530 Oak Court Drive Suite 160](#)
[Memphis, Tennessee 38117](#)
Phone: [901-466-4554](#)
Email: lowel@pfm.com
browna@pfm.com

Other (specify): [N/A](#)
Mailing Address: _____
Phone: _____ Fax: _____ Email: _____

9. Name the indenture trustee (if any) that will act with regard to the issue (with address, telephone number, email address and contact person).

[Regions Bank, Corporate Trust](#)

10. State the anticipated use of Bond proceeds in detail, including all anticipated underwriting or similar fees, trustee’s acceptance fees and similar charges.

Uses:	Amounts:
<u>Project Fund</u>	<u>\$15,000,000</u>
<u>Debt Reserve Fund</u>	<u>\$0</u>
<u>Capitalized Interest</u>	<u>\$0</u>
<u>Cost of Issuance</u>	<u>\$205,000</u>
<u>Total:</u>	<u>\$15,205,000</u>

11. Attach as an exhibit a five-year pro forma cash-flow statement for the Project, which should include information showing how the Bond indebtedness will be serviced.

The security for the Bond is annually appropriated non-property tax revenues of the City to be memorialized by a loan agreement between the CCRFC and the City. In the loan agreement, the City will covenant and agree that each fiscal year it will timely budget and appropriate from its non-property tax revenues monies to pay the debt service on the Bond payable during such fiscal year. Non-property tax revenues shall mean all legally available revenues of the City but shall not include ad valorem property tax revenues. See Attachment B – Schedule of Historic Collection of Non-Tax Revenues.

12. State the proposed time schedule for the Project including the dates anticipated for the following:

- (a) closing of the loan or bond issue: [October 31, 2024](#)
- (b) first expenditure of funds with regard to the Project: [November 1, 2024](#)
- (c) anticipated date construction begins: [Already in progress.](#)
- (d) completion date of Project: [Early 2028.](#)

13. Attach the last five (5) years audited financial statements of Applicant and the most recent interim statements with regard to Applicant. If the Applicant does not

have audited financial statements, unaudited statements and a current year audited statement or balance sheet must be submitted. If any party, including an individual or individuals, will guarantee the financing, financial statements for these parties must also be submitted. Has Applicant or any Sponsor changed accounting firms within the past five years? If so, please explain. If any Applicant or its parent is a reporting company, attach the most recent Form 10-K's, 10-Q's, and any subsequent Form 8-K's. Give names and addresses of three credit references. (At least one should be a bank.)

The audited financial statements for the last five years can be found on the City's webpage using the following link:

[Finance Files - The City of Memphis \(memphistn.gov\)](http://memphistn.gov)

14. Is any materially significant litigation pending or threatened against the Applicant or any underwriter, promoter, fiscal agent, or consultant involved in this financing or the Project or against any officer or director of any of the above? If so, describe.

[See Attachment C – Litigation for a discussion on material pending City litigation.](#)

Has the Applicant or any underwriter, promoter, fiscal agent, or consultant, or any officer or director thereof, ever been charged with or convicted of any civil or criminal offense regarding or growing out of the issuance, sale or solicitation for sale of any type of security or has any such person been convicted or is any such person presently under indictment or complaint alleging commission of a felony or misdemeanor involving moral turpitude in any court? If so, supply a detailed explanation of any such suit, action conviction or indictment.

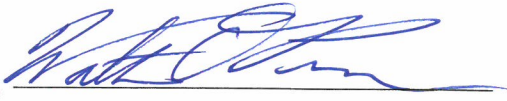
[To my knowledge, no.](#)

APPLICATION REPRESENTATIONS AND COVENANTS

This Application is made in order to induce Memphis Center City Revenue Finance Corporation (the "Board"), to grant financial incentives to the Applicant. Applicant represents that the statements contained herein are true and correct and include all information materially significant to the Board in its consideration of this Application.

Applicant has read and agrees to comply with all requirements of the Application Procedures and Policies of the Board. Applicant specifically agrees to pay all reasonable costs, fees, and expenses incurred by the Board in connection with the Application whether or not the financial incentives are granted or the project is built. In the event any proposed bond financing closes, Applicant agrees to annually pay its proportionate share (based on total bonds outstanding) of the costs of directors' and officers' liability insurance, if any is ever obtained by the Board, or carried while the Bonds are outstanding.

Applicant: City of Memphis, Tennessee

By: 

Its: Chief Financial Officer



**ATTACHMENT A
ESTIMATED DEBT SERVICE**

SOURCES AND USES OF FUNDS

Center City Revenue Finance Corporation CCRFC Series 2024B Economic Development Bond *Preliminary, subject to change*

Dated Date	10/31/2024
Delivery Date	10/31/2024

Sources:

Bond Proceeds:	
Par Amount	15,205,000.00
<hr/>	
	15,205,000.00

Uses:

Project Fund Deposits:	
Project Fund	15,000,000.00
Delivery Date Expenses:	
Cost of Issuance	203,375.00
Other Uses of Funds:	
Additional Proceeds	1,625.00
<hr/>	
	15,205,000.00

BOND PRICING

**Center City Revenue Finance Corporation
 CCRFC Series 2024B Economic Development Bond
 *Preliminary, subject to change***

<i>Bond Component</i>	<i>Maturity Date</i>	<i>Amount</i>	<i>Rate</i>	<i>Yield</i>	<i>Price</i>
Bond Component:					
	04/01/2025	1,740,000	3.850%	3.850%	100.000
	10/01/2025	1,240,000	3.850%	3.850%	100.000
	04/01/2026	1,245,000	3.850%	3.850%	100.000
	10/01/2026	1,295,000	3.850%	3.850%	100.000
	04/01/2027	1,290,000	3.850%	3.850%	100.000
	10/01/2027	1,345,000	3.850%	3.850%	100.000
	04/01/2028	1,340,000	3.850%	3.850%	100.000
	10/01/2028	1,390,000	3.850%	3.850%	100.000
	04/01/2029	1,395,000	3.850%	3.850%	100.000
	10/01/2029	2,925,000	3.850%	3.850%	100.000
		15,205,000			

Dated Date	10/31/2024	
Delivery Date	10/31/2024	
First Coupon	04/01/2025	
Par Amount	15,205,000.00	
Original Issue Discount		
Production	15,205,000.00	100.000000%
Underwriter's Discount		
Purchase Price	15,205,000.00	100.000000%
Accrued Interest		
Net Proceeds	15,205,000.00	

BOND SUMMARY STATISTICS

**Center City Revenue Finance Corporation
CCRFC Series 2024B Economic Development Bond
*Preliminary, subject to change***

Dated Date	10/31/2024
Delivery Date	10/31/2024
First Coupon	04/01/2025
Last Maturity	10/01/2029
Arbitrage Yield	3.850920%
True Interest Cost (TIC)	3.850920%
Net Interest Cost (NIC)	3.850000%
All-In TIC	4.359346%
Average Coupon	3.850000%
Average Life (years)	2.878
Weighted Average Maturity (years)	2.878
Duration of Issue (years)	2.709
Par Amount	15,205,000.00
Bond Proceeds	15,205,000.00
Total Interest	1,684,573.38
Net Interest	1,684,573.38
Total Debt Service	16,889,573.38
Maximum Annual Debt Service	2,982,801.25
Average Annual Debt Service	3,433,227.79
Underwriter's Fees (per \$1000)	
Average Takedown	
Other Fee	
Total Underwriter's Discount	
Bid Price	100.000000

<i>Bond Component</i>	<i>Par Value</i>	<i>Price</i>	<i>Average Coupon</i>	<i>Average Life</i>	<i>PV of 1 bp change</i>
Bond Component	15,205,000.00	100.000	3.850%	2.878	4,022.65
	15,205,000.00			2.878	4,022.65

	TIC	All-In TIC	Arbitrage Yield
Par Value	15,205,000.00	15,205,000.00	15,205,000.00
+ Accrued Interest			
+ Premium (Discount)			
- Underwriter's Discount			
- Cost of Issuance Expense		-203,375.00	
- Other Amounts			
Target Value	15,205,000.00	15,001,625.00	15,205,000.00
Target Date	10/31/2024	10/31/2024	10/31/2024
Yield	3.850920%	4.359346%	3.850920%

DETAILED BOND DEBT SERVICE

**Center City Revenue Finance Corporation
 CCRFC Series 2024B Economic Development Bond
 *Preliminary, subject to change***

Bond Component

<i>Period Ending</i>	<i>Principal</i>	<i>Coupon</i>	<i>Interest</i>	<i>Debt Service</i>	<i>Annual Debt Service</i>
06/30/2025	1,740,000	3.850%	245,539.63	1,985,539.63	1,985,539.63
12/30/2025	1,240,000	3.850%	259,201.25	1,499,201.25	
06/30/2026	1,245,000	3.850%	235,331.25	1,480,331.25	2,979,532.50
12/30/2026	1,295,000	3.850%	211,365.00	1,506,365.00	
06/30/2027	1,290,000	3.850%	186,436.25	1,476,436.25	2,982,801.25
12/30/2027	1,345,000	3.850%	161,603.75	1,506,603.75	
06/30/2028	1,340,000	3.850%	135,712.50	1,475,712.50	2,982,316.25
12/30/2028	1,390,000	3.850%	109,917.50	1,499,917.50	
06/30/2029	1,395,000	3.850%	83,160.00	1,478,160.00	2,978,077.50
12/30/2029	2,925,000	3.850%	56,306.25	2,981,306.25	
06/30/2030					2,981,306.25
	15,205,000		1,684,573.38	16,889,573.38	16,889,573.38

DETAILED BOND DEBT SERVICE

**Center City Revenue Finance Corporation
 CCRFC Series 2024B Economic Development Bond
 *Preliminary, subject to change***

Bond Component

<i>Period Ending</i>	<i>Principal</i>	<i>Coupon</i>	<i>Interest</i>	<i>Debt Service</i>
06/30/2025	1,740,000	3.850%	245,539.63	1,985,539.63
06/30/2026	2,485,000	3.850%	494,532.50	2,979,532.50
06/30/2027	2,585,000	3.850%	397,801.25	2,982,801.25
06/30/2028	2,685,000	3.850%	297,316.25	2,982,316.25
06/30/2029	2,785,000	3.850%	193,077.50	2,978,077.50
06/30/2030	2,925,000	3.850%	56,306.25	2,981,306.25
	15,205,000		1,684,573.38	16,889,573.38

COST OF ISSUANCE

**Center City Revenue Finance Corporation
 CCRFC Series 2024B Economic Development Bond
 *Preliminary, subject to change***

<i>Cost of Issuance</i>	<i>\$/1000</i>	<i>Amount</i>
Co-Bond Counsel - Bass, Berry & Sims	2.43341	37,000.00
Co-Bond Counsel - Carpenter Law	2.43341	37,000.00
Financial Advisor - PFM Financial Advisors	2.63071	40,000.00
CCRFC Application Fee	5.00000	76,025.00
Trustee - Regions Bank	0.22032	3,350.00
Trustee's Counsel - Holland & Knight	0.65768	10,000.00
	13.37553	203,375.00

ATTACHMENT B
SCHEDULE OF HISTORIC COLLECTION OF NON-TAX REVENUES

Schedule of Historical Collection of Non-Tax Revenues⁽¹⁾
for City of Memphis, Tennessee
Fiscal Years Ended June 30

	2019	2020	2021	2022	2023
Local Taxes	\$ 187,613,940	\$ 193,671,617	\$ 214,066,275	\$ 230,645,379	\$ 236,822,227
State Taxes	63,329,251	67,369,483	74,322,423	76,183,224	79,484,573
Licenses and Permits	13,674,185	12,278,029	14,806,522	13,157,117	13,195,866
Fines and Forfeitures	11,068,169	11,750,599	10,338,432	11,096,753	10,236,379
Charges for Services	36,063,588	34,004,243	35,593,623	42,283,195	48,003,086
Use of Money & Property	4,594,900	3,716,788	302,443	(2,797,523)	9,387,725
Federal and State Grants	11,503,937	23,539,195	86,440,217	10,596,731	6,118
Intergovernmental Revenue	9,965,561	10,760,231	10,610,475	4,574,827	4,048,498
Other Revenue	17,831,810	17,236,012	14,058,190	12,351,840	14,096,463
Total Non-Tax Revenues	\$ 355,645,241	\$ 374,326,195	\$ 460,538,600	\$ 398,091,542	\$ 415,280,936

⁽¹⁾ Totals may not add due to rounding. The revenues reported in this table include only available revenues, other than ad valorem tax revenues, in the following categories in the City's General Fund: (a) Local Taxes (excludes current ad valorem taxes, prior ad valorem taxes, revenue generated from the sale of prior ad valorem taxes, special assessment taxes and one-half of mixed drink tax and does not exclude payment in lieu of taxes ("PILOT" payment)); (b) State Taxes; (c) Licenses and Permits; (d) Fines and Forfeitures; (e) Charges for Services; (f) the Use of Money & Property; (g) Federal and State Grants; (h) Intergovernmental Revenue; and (i) Other Revenue.

Source: City of Memphis, Tennessee.

ATTACHMENT C LITIGATION

PILOT Payments Litigation

The County has filed two lawsuits against the City, claiming that approximately \$55 million of electric and gas payments in lieu of taxes made by MLGW and collected by the City should have been paid to the County instead. Many of the County's claims were rejected by the Court in a prior suit between the City and the County. The City also disputes the County's interpretation and application of applicable law and has interposed several defenses, including sovereign immunity. As a result, the City believes that the amounts due to the County under these lawsuits, if any, will be significantly less than initially claimed by the County. In any event, the City does not expect that any such amounts will materially affect the financial condition of the City.

BellSouth Litigation

AT&T (formerly known as BellSouth Telecommunications, Inc.) sued the City in 2000 to recover alleged excessive telecommunications franchise fees. Based on a consent order entered by the parties in the case approximately \$35,000,000 (including interest since 2000), is payable by the City to BellSouth (the "BellSouth Payment"), net of any City right-of-way costs properly allocable to BellSouth (the "ROW Compensation"). To the extent the ROW Compensation due from BellSouth is greater than the BellSouth Payment, BellSouth will have to pay the difference. To the extent the ROW Compensation is less than the BellSouth Payment, the City will have to refund the difference to BellSouth. The City has performed a cost allocation study to determine the amount of the ROW Compensation. The City believes that the ROW Compensation from BellSouth will be significant and that any amounts ultimately due to BellSouth will not materially affect the financial condition of the City.

Other Litigation

The City is a defendant in various other lawsuits arising in the ordinary course of operations. Various cases and claims, including suits alleging violations of individual civil rights, are pending against the City involving claims for money damages. Based on the City's past experience, although the outcome of these lawsuits is not presently determinable, it is the opinion of the administration of the City and the Chief Legal Officer/City Attorney that the ultimate disposition of these matters will not materially affect the financial condition of the City. Under the

Tennessee Governmental Tort Liability Act, §§ 29-20-101 through 29-20-408 of the Tennessee Code Annotated (the "Governmental Tort Act"), all governmental entities in Tennessee are immune from suit for any injury which may result from the activities of such governmental entities when engaged in the exercise and discharge of any function, except within the limits provided in the Governmental Tort Act. Pursuant to the Governmental Tort Act, there are limits for liability for governmental entities for bodily injury or death of any one person in any one accident, occurrence or act, unless and to the extent insurance is provided. The City is self-insured within these limits and all such claims are budgeted and paid from annual operating revenues of the City.

**ATTACHMENT D
WEBSTER BANK TERM SHEET**



Joe Arndt
Managing Director
Webster Bank
Athens, GA 30601
(706) 461-0274
Email: jarndt@websterbank.com
Website: www.websterbank.com

August 6, 2024

City of Memphis, Tennessee
C/O PFM Financial Advisors LLC
530 Oak Court Drive, Suite 160
Memphis, TN 38117

Re: \$15,000,000 Economic Development Bond (Stadium Improvement Project & 100 North Main Project), Series 2024

Webster Bank is pleased to present this proposal (the "Term Sheet") to the City of Memphis, Tennessee subject to final credit approval, in connection with the above-referenced financing. Working with Webster Bank has several major advantages, including:

- **Experience and Expertise:** Each member of the Webster Bank Public Finance team has significant experience regarding the financing of essential governmental equipment and projects and can help you document your financing in a manner that complies with applicable local laws.
- **Financial Capability:** The Webster Bank Public Finance team is part of Webster Bank, a publicly traded commercial bank, which has the capability of funding tax-exempt and taxable financings on a nationwide basis.
- **Reliability:** The Webster Public Finance team prides itself on excellent customer service and the prompt closing of awarded transactions.

We look forward to working with you and your team on this assignment, and please do not hesitate to contact us with any questions, comments, or concerns. We are positive that you'll enjoy working with Webster Bank.

Sincerely,

A handwritten signature in black ink, appearing to read 'Joseph W. Arndt'.

Joseph W. Arndt
Managing Director
jarndt@websterbank.com
www.websterbank.com



Joe Arndt
Managing Director
Webster Bank
Athens, GA 30601
(706) 461-0274
Email: jarndt@websterbank.com
Website: www.websterbank.com

TERM SHEET

TYPE OF FINANCING: A tax-exempt, non-bank qualified \$15,000,000 Economic Development Bond (Stadium Improvement Project & 100 North Main Project), Series 2024, which will be treated as a loan by the Lender (the "Bond"). The Bond shall be delivered as a single, fully registered note in the denomination of the principal amount of the Bond, payable in principal installments, registered in the name of the Lender.

ISSUER: Center City Revenue Finance Corporation ("CCRFC")

BORROWER: City of Memphis, Tennessee

LENDER: Webster Bank, National Association or an affiliated entity

AMOUNT FINANCED: \$15,000,000 fully funded at closing

PURPOSE/USE: Provide funding for 1) improvements to AutoZone Park (home of the Memphis Redbirds, the Triple-A affiliate of Major League Baseball's St. Louis Cardinals) and 2) parking infrastructure improvements associated with the redevelopment and adaptive reuse of the 37-story 100 North Main building, the tallest structure in Downtown Memphis, Tennessee.

TERM: Approximately 5 years with final maturity on 9/1/2029

AMORTIZATION:

Date	Principal
3/1/2025	\$1,390,000
9/1/2025	\$1,410,000
3/1/2026	\$1,435,000
9/1/2026	\$1,460,000
3/1/2027	\$1,485,000
9/1/2027	\$1,510,000
3/1/2028	\$1,535,000
9/1/2028	\$1,565,000
3/1/2029	\$1,590,000
9/1/2029	\$1,620,000
Total	\$15,000,000

WAL not to exceed 2.85 years

PAYMENT STRUCTURE: Interest on the Loan will accrue from the date of Closing and will be payable on March 1 and September 1 of every year commencing March 1, 2025 and will be calculated on the basis of a 360-day year consisting of twelve 30-day months.

CLOSING DATE: September 20, 2024

INTEREST RATE: A non-bank qualified tax-exempt interest rate of 3.48%. The taxable rate shall be 4.64%.

DEFAULT RATE: 2.00% above the applicable rate not to exceed legal limits

INTEREST RATE LOCK: The Interest Rate quoted above is valid through September 20, 2024.

SECURITY: The security for the Bond is annually appropriated non-property tax revenues of the City to be memorialized by a loan agreement between the CCRFC and the City. In the loan agreement, the City will covenant and agree that each fiscal year it will timely budget and appropriate from its non-property tax revenues monies to pay the debt service on the Bond payable during such fiscal year. Non-property tax revenues shall mean all legally available revenues of the City but shall not include ad valorem property tax revenues. The non-property tax revenues include, but are not limited to, the following: Local Taxes; State Taxes; Licenses and Permits; Fines and Forfeitures; Charges for Services; Use of Money and Property; Federal and State Grants; Intergovernmental Revenue; and Other Revenue.

PREPAYMENT: Beginning on March 1, 2027, the Borrower shall have the right to pre-pay the Loan in whole or in part on any business day by paying the Principal Balance plus any outstanding interest due, provided the Borrower gives Lender at least thirty (30) days prior written notice of its intent to do so. Partial prepayments i) may occur no more than once per calendar year, and ii) must have a minimum principal payment of \$1,000,000, and iii) must occur in the reverse order of the amortization (longest dated payments paid first). The Redemption Price, as a percentage of the then outstanding Loan balance, shall be equal to 100%.

FEES OF LENDER: None.

DOCUMENTATION: Borrower shall provide the documentation, including a validity and tax-exempt opinion for the Bond, subject to review & approval by Lender. The Lender will use Kutak Rock as counsel to review the documents. The Borrower will be required to send the Lender financial statements on an annual basis by agreed upon dates.

ASSIGNMENT:

Webster Bank (the “Purchaser/Lender”) is purchasing the bonds as a vehicle for making a commercial loan for its own account with the present intent to hold the bonds to maturity or earlier prepayment, and without any present intent to distribute or sell any interest therein or portion, provided, however, the Purchaser/Lender reserves the right – without the consent of (but with notice to) the Borrower - to assign, transfer or convey the bonds or any interest therein or portion thereof, but no such assignment, transfer or conveyance shall be effective as against the Borrower, unless and until the Purchaser/Lender has delivered to the Borrower written notice thereof that discloses the name and address of the assignee and such assignment, transfer or conveyance shall be made only to (i) an affiliate of the registered owner of the bonds or (ii) banks, insurance companies or other financial institutions or their affiliates. Nothing in the bonds shall limit the right of the Purchaser/Lender or its assignees to sell or assign participation interests in the bonds to one or more entities listed in (i) or (ii). Webster Bank will sign an Investment Letter upon award, which states, among other usual and customary matters, that it intends to hold the obligation until maturity or early redemption as described above and has performed its own due diligence, evaluation, and investment decision without reliance upon others.

IRS CIRCULAR 230 DISCLOSURE:

Lender and its affiliates do not provide tax advice. Accordingly, any discussion of U.S. tax matters contained herein (including any attachments) is not written or intended to be used, and cannot be used, in connection with the promotion, marketing or recommendation by anyone unaffiliated with Lender of any of the matters addressed herein or for the purpose of avoiding U.S. tax-related penalties.

ADVISORY DISCLOSURE:

Webster Bank is not a registered municipal advisor as defined under the Dodd-Frank Wall Street Reform and Consumer Protection Act and its related rules and regulations. In providing this Term Sheet, Webster Bank is not providing any advice, advisory services, or recommendations with respect to the structure, timing, terms, or similar matters concerning an issuance of municipal securities. This Term Sheet is a commercial, arms-length proposal that does not create a fiduciary duty by Webster Bank to the Borrower. The Borrower may engage, separately and at its own cost, an advisor to review this Term Sheet and the proposed transaction on the Borrower’s behalf.

PROPOSAL EXPIRATION:

Unless accepted by the Borrower or extended in writing by Lender at its sole discretion, this Term Sheet shall expire at 5:00 EST on September 20, 2024. Once accepted, this Term Sheet shall expire if the Loan is not funded by September 20, 2024.

Upon receipt of the signed Term Sheet, we will use good faith efforts to negotiate and finance the Loan based on the terms herein. It is a pleasure to offer this financing proposal and we look forward to your favorable review.

Sincerely,



Joseph W. Arndt
Managing Director
jarndt@websterbank.com
www.websterbank.com

Agreed to and Accepted by:
City of Memphis, Tennessee

_____ (Name)

_____ (Title)

_____ (Date)

ABOUT – Webster Bank

The public finance group of Webster Bank provides tax-exempt and taxable financing solutions on a nationwide basis for state & local governments, non-profit corporations, and the federal government. Projects financed include virtually all types of essential capital items, including equipment, vehicles, energy efficiency & renewable energy equipment, and real property. Financing terms are tied to the useful life of the capital improvements and range from 1 to 20 years. Each member of the public finance team has 15 or more years of lending experience and is committed to the timely closing of awarded transactions.

CONTACT INFORMATION

For more information about this financing opportunity, please contact:

Joe Arndt
Managing Director
Webster Bank
Phone: (706) 461-0274
Email: jarndt@websterbank.com