

There came on for consideration the matter of providing prepaying certain outstanding obligations of Madison County, Mississippi, and after a discussion of the subject matter, Supervisor _____ offered and moved the adoption of the following resolution:

RESOLUTION (I) AUTHORIZING AND APPROVING THE DEFEASANCE OF CERTAIN OUTSTANDING BONDS OF THE MISSISSIPPI DEVELOPMENT BANK AND A CORRESPONDING OBLIGATION OF MADISON COUNTY, MISSISSIPPI, AS DESCRIBED HEREIN; (II) AUTHORIZING AND APPROVING THE FORM OF AND EXECUTION OF AN ESCROW AGREEMENT (THE “2009 ESCROW AGREEMENT”); (III) APPROVING THE SELECTION OF TRUSTMARK NATIONAL BANK, JACKSON, MISSISSIPPI, AS ESCROW AGENT UNDER THE TERMS AND PROVISIONS OF THE 2009 ESCROW AGREEMENT; (IV) AUTHORIZING AND APPROVING THE FORM OF A CONTRIBUTION OF FUNDS AGREEMENT WITH THE MADISON COUNTY NURSING HOME; AND (V) AUTHORIZING AND RATIFYING PURCHASING OF CERTAIN OPEN MARKET SECURITIES OR THE INITIAL AND FINAL APPLICATIONS TO DEPARTMENT OF THE TREASURY, BUREAU OF PUBLIC DEBT, DIVISION OF SPECIAL INVESTMENTS, PARKERSBURG, WEST VIRGINIA FOR UNITED STATES TREASURY SECURITIES - STATE AND LOCAL GOVERNMENT SERIES IN CONNECTION WITH THE REQUIREMENTS OF THE 2009 ESCROW AGREEMENT; AND FOR RELATED PURPOSES.

WHEREAS, the Mississippi Development Bank, a public body corporate and politic of the State of Mississippi (the “Bank”), previously issued its Mississippi Development Bank Special Obligation Refunding Bonds, Series 2009 (Madison County, Mississippi Limited Tax Pledge Revenue Bonds Refunding Project), dated June 24, 2009 (the “2009 Bank Bonds”), in the original aggregate principal amount of \$8,000,000, under the terms and provisions of a Trust Indenture dated June 24, 2009 (the “2009 Indenture”), by and between the Bank and Trustmark National Bank, Jackson, Mississippi, as trustee (in such capacity, the “2009 Trustee”), and there remains outstanding \$5,475,000 in aggregate principal amount of 2009 Bank Bonds; and

WHEREAS, the proceeds of the 2009 Bank Bonds were loaned by the Bank to Madison County, Mississippi (the “County”) and the Madison County Nursing Home (the “Nursing Home”) in exchange for the County’s \$8,000,000 Promissory Note (Madison County, Mississippi Limited Tax Pledge Revenue Bonds Refunding Project), Series 2009 (the “2009 Note”), which 2009 Note was issued by the County pursuant to a Loan Agreement dated June 24, 2009 (the “2009 Loan Agreement”) by and among the Bank, the County and the Nursing Home; and

WHEREAS, the County used the proceeds received from the sale of the 2009 Note under the 2009 Loan Agreement to provide funds to the County to (a) fund the Refunding Project, (b) fund a debt service reserve fund; and (c) paying for the costs of issuance of the 2009 Bank Bonds and the 2009 Note, along with payment for the Insurance Policy, as such capitalized terms are defined and described in the 2009 Indenture; and

WHEREAS, the Nursing Home has informed that County that the Nursing Home has earned and maintains on deposit an amount of cash necessary to prepay the obligations of the County and the Nursing Home under the 2009 Loan Agreement and the 2009 Note; and

WHEREAS, the County has determined to prepay the 2009 Note using funds provided from the Nursing Home in the form of the Nursing Home Defeasance Funds (as defined below); and

WHEREAS, the County now desires, pursuant to the authority provided under the 2009 Loan Agreement and the 2009 Note, to prepay the 2009 Note in whole, and by this resolution is authorizing such prepayment and the preparation and distribution of a notice to the 2009 Trustee (the "County Defeasance/Redemption Notice"), a copy of which is attached hereto as **EXHIBIT A**, providing for (i) the prepayment of the 2009 Note payable each June 1 in the years 2018 through 2029, both inclusive (the "Defeased 2009 Note"), with the funds to be provided from the County (the "County Defeasance Funds"), (ii) the defeasance of all outstanding maturities of the 2009 Bank Bonds maturing June 1 in the years 2018 through 2029, both inclusive (the "Defeased 2009 Bank Bonds"), with the proceeds of the prepayment of the Defeased 2009 Note, and (iii) the optional redemption of such portion of the Defeased 2009 Bank Bonds maturing June 1 in the years 2020 through 2029, both inclusive (the "Callable 2009 Bank Bonds"), on June 1, 2019, at par; and

WHEREAS, the County, in accordance with the 2009 Loan Agreement, desires to enter into and to approve the form of and the execution of an Agreement to Contribute Funds (the "Nursing Home Contribution Agreement") with the Nursing Home, wherein the Nursing Home agrees to reimburse the County for all of any expended County Defeasance Funds whereby the Nursing Home agrees to pay to the County an amount of cash equal to at least the amount necessary to (i) fund the amounts required by the 2009 Escrow Agreement to provide for the defeasance of the Defeased 2009 Bank Bonds and the redemption of the Callable 2009 Bank Bonds on June 1, 2019, and (ii) pay for the costs of such transaction (such amount of cash from the Nursing Home being the "Nursing Home Defeasance Funds"); and

WHEREAS, pursuant to the terms of the Nursing Home Contribution Agreement, subject to the County's verification of the County's receipt of the lawfully available Nursing Home Defeasance Funds under the Nursing Home Contribution Agreement, the County agrees therein to and shall use the County Defeasance Funds to provide a payment to the Escrow Trustee of all necessary cash requirements of the 2009 Escrow Agreement and will use all reasonable efforts to undertake the establishment of the 2009 Escrow Agreement and completion of the Defeasance Project; provided, however, that the County will not pay any County Defeasance Funds for the Defeasance Project to the Escrow Agent until such time as the Nursing Home has complied with the prerequisites set forth in the Nursing Home Contribution Agreement, including the County's prior receipt of the Nursing Home Defeasance Funds; and

WHEREAS, the County further desires (i) to approve the form of and execution of the Escrow Agreement (the "2009 Escrow Agreement"), by and among the Bank, the County and the Escrow Agent, as hereinafter defined, regarding the defeasance of the Defeased 2009 Band

Bonds, and (ii) to appoint Trustmark National Bank, Jackson, Mississippi, as escrow agent (in such capacity, the “Escrow Agent”), under the terms and provisions of the 2009 Escrow Agreement; and

WHEREAS, the County has determined that it is in the best interest of the Bank to deposit in trust with the Escrow Agent the County Defeasance Funds to effect the prepayment of the Defeased 2009 Note, which County Defeasance Funds will be sufficient to effectuate the defeasance of the Defeased 2009 Bank Bonds and the optional redemption of the Callable 2009 Bank Bonds on June 1, 2019, at par; and

WHEREAS, the County, under the terms and conditions of the 2009 Escrow Agreement, wishes to authorize each of _____ (the “Structuring Agent”), or the Escrow Agent to make the initial application and final application to the Department of the Treasury, Bureau of Public Debt, Division of Special Investments, Parkersburg, West Virginia for United States Treasury Securities - State and Local Government Series (the “SLGS”) to make provisions for the investment of funds as required under the 2009 Escrow Agreement; provided, however, that in the event the purchase of SLGS is unavailable or the purchase of open market securities is more beneficial to the County, the County also wishes to authorize the purchase of open market securities in connection with the investment requirements under the terms and conditions of the 2009 Escrow Agreement, as further provided herein.

NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED BY THE BOARD OF SUPERVISORS OF THE COUNTY, ACTING FOR AND ON BEHALF OF THE COUNTY, AS FOLLOWS:

SECTION 1. The Board of Supervisors (the “Board”) of the County, acting for and on behalf of the County, hereby authorizes the defeasance of the Defeased 2009 Bank Bonds by causing the prepayment of the Defeased 2009 Note with the County Defeasance Funds, which prepayment proceeds for the Defeased 2009 Note with the County Defeasance Funds will be sufficient to effectuate the defeasance of the Defeased 2009 Bank Bonds and the optional redemption of the Callable 2009 Bank Bonds on June 1, 2019.

SECTION 2. Notwithstanding any provisions of Section 1 of this resolution, in accordance with the terms of the Nursing Home Contribution Agreement, the County will not provide for the payment of any of the County Defeasance Funds until the County has received the Nursing Home Defeasance Funds and the Nursing Home otherwise performs any other obligations it may have under the Nursing Home Contribution Agreement to the County’s satisfaction.

SECTION 3. The Board, acting for and on behalf of the County, hereby approves the form of and execution of the Nursing Home Contribution Agreement, the form of which is attached hereto as **EXHIBIT B**. The President of the Board (the “President”) and the Clerk of the Board (the “Clerk”) are hereby authorized and directed to execute and deliver the Nursing Home Contribution Agreement with such changes, insertions and omissions as may be approved by such officers, said execution being conclusive evidence of such approval.

SECTION 4. The Board, acting for and on behalf of the County, hereby approves the form of and execution of the 2009 Escrow Agreement, the form of which is attached hereto as **EXHIBIT C**. The President and the Clerk are hereby authorized and directed to execute and deliver the 2009 Escrow Agreement with such changes, insertions and omissions as may be approved by such officers, said execution being conclusive evidence of such approval.

SECTION 5. The Board hereby authorizes each of the Structuring Agent and the Escrow Agent to make the initial application and the final application with the Department of the Treasury, Bureau of Public Debt, Division of Special Investments, Parkersburg, West Virginia for United States Treasury Securities - State and Local Government Series (the "SLGS") in connection with the investment requirements under the terms and conditions of either of the 2009 Escrow Agreement.

SECTION 6. In the event the purchase of SLGS is unavailable or the purchase of open market securities is more beneficial to the County, the Board hereby authorizes the purchase of open market securities in connection with the investment requirements under the terms and conditions of the 2009 Escrow Agreement, and authorizes the President or Clerk to execute any documents necessary and related to the purchase of open market securities, including (a) the engagement of _____, any affiliate thereof, or other agent, to act for and on behalf of the Bank, if necessary, as escrow bidding agent for the open market escrow securities required by the 2009 Escrow Agreement, (b) the President or Clerk to provide approval of any award in connection with obtaining open market escrow securities, and (c) any other actions required to obtain open market escrow securities to complete the defeasance of the Defeased 2009 Bank Bonds, including without limitation, the engagement of a verification agent in connection therewith.

SECTION 7. In connection with the transactions contemplated herein, the Board hereby engages and appoints Government Consultants, Inc., as independent registered municipal advisor to the County, Butler Snow LLP, as bond counsel to the County, _____, as structuring agent for the County, Trustmark National Bank as Escrow Agent under the terms and provisions of the Escrow Agreement, and The Arbitrage Group, Inc., as verification agent, provided that the fees and expenses associated with the defeasance transactions contemplated herein and associated therewith are to be paid by the Escrow Agent under the 2009 Escrow Agreement from a portion of the County Defeasance Funds, which amounts will be reimbursed to the County from a portion of the Nursing Home Defeasance Funds as provided in the Nursing Home Contribution Agreement.

SECTION 8. The President and the Clerk are further authorized and directed to execute and deliver any additional notices, documents and certificates which are required in connection with effectuating the purposes of this resolution, including the defeasance and redemption of the Defeased 2009 Bank Bonds, and to make any final determinations as the particular maturities or portions of maturities of the Series 2009 Bank Bonds that are to be included within the definition of the Defeased 2009 Bank Bonds, as market conditions provide, without the necessity to obtain further approval from the Board.

SECTION 9. The Clerk is hereby authorized and directed to provide a certified copy of this resolution to the 2009 Trustee, the Escrow Agent and to the Bank.

Supervisor _____ seconded the motion to adopt the foregoing resolution, and the question being put to a roll call vote, the result was as follows:

Supervisor Sheila Jones voted:	_____
Supervisor Trey Baxter voted:	_____
Supervisor Gerald Steen voted:	_____
Supervisor David Bishop voted:	_____
Supervisor Paul Griffin voted:	_____

The motion having received the affirmative vote of a majority of the members of the Governing Body present, being a quorum of said Governing Body, the President declared the motion carried and the resolution adopted this ____th day of _____, 2017.

President of the Board of Supervisors of Madison
County, Mississippi

ATTEST:

Clerk of the Board of Supervisors of
Madison County, Mississippi

EXHIBIT A

COPY OF COUNTY DEFEASANCE/REDEMPTION NOTICE

[TO BE PLACED ON COUNTY LETTERHEAD]

Trustmark National Bank
248 E. Capitol Street
Jackson, MS 39201
Attention: Trust Department

Mississippi Development Bank
735 Riverside Drive, Suite 300
Jackson, MS 39202
Attn: Executive Director

RE: Defeasance of all outstanding maturities of the Mississippi Development Bank Special Obligation Refunding Bonds, Series 2009 (Madison County, Mississippi Limited Tax Pledge Revenue Bonds Refunding Project), dated June 24, 2009 (the "2009 Bonds"), issued in the original aggregate principal amount of \$8,000,000, maturing June 1 in the years 2018 through 2029 (the "Defeased 2009 Bonds") and the redemption of the Defeased 2009 Bonds maturing June 1 in the years 2020 through 2029 (the "Callable 2009 Bonds")

Ladies and Gentlemen:

The Board of Supervisors ("Governing Body") of Madison County, Mississippi, acting for and on behalf of Madison County, Mississippi (the "Issuer"), adopted a resolution on June 19, 2017 which authorized the defeasance of the Defeased 2009 Bonds and the Issuer does hereby irrevocably exercise its option to call for redemption the Callable 2009 Bonds effective June 1, 2019, at par, and hereby directs Trustmark National Bank, Jackson, Mississippi, the trustee for the 2009 Bonds (in such capacity, the "2009 Trustee"), to take any action required under the Trust Indenture dated June 24, 2009 (the "2009 Indenture") by and between the 2009 Trustee and the Mississippi Development Bank (the "Bank"), including, without limitation, the giving of notice pursuant to Article III thereunder, to accomplish such redemption. Such optional redemption shall be carried out in accordance with the provisions of the 2009 Indenture and the 2009 Trustee is hereby authorized to utilize funds provided to the 2009 Trustee by itself, in its capacity as escrow agent (the "Escrow Agent"), from the funds held under an escrow agreement by and among the Issuer, the Bank, and the Escrow Agent, as approved by the Issuer (the "Escrow Agreement"), said Escrow Agreement being funded from funds of the Issuer.

From the date of execution of the Escrow Agreement, the 2009 Trustee shall provide for the debt service due on the Defeased 2009 Bonds and the funds for the optional redemption of the Callable 2009 Bonds from the funds provided to the 2009 Trustee from the Escrow Agent pursuant to funds held under the Escrow Agreement.

It is the responsibility of the 2009 Trustee to assure that all publications and form of redemption notices conform to the requirements of the 2009 Indenture.

Sincerely,

Ronald Lott, Chancery Clerk of
Madison County, Mississippi

cc: Municipal Securities Rulemaking Board
(via website) at www.emma.msrb.org

EXHIBIT B

FORM OF NURSING HOME CONTRIBUTION OF FUNDS AGREEMENT

EXHIBIT C
FORM OF 2009 ESCROW AGREEMENT

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