

ESCROW AGREEMENT

By and among

MISSISSIPPI DEVELOPMENT BANK,

MADISON COUNTY, MISSISSIPPI

AND

TRUSTMARK NATIONAL BANK

Jackson, Mississippi,
As Escrow Agent

Dated _____, 2017

FOR:

\$8,000,000

(original aggregate principal amount)

MISSISSIPPI DEVELOPMENT BANK

SPECIAL OBLIGATION REFUNDING BONDS, SERIES 2009

(Madison County, Mississippi Limited Tax Pledge Revenue Bonds Refunding Project)

Dated June 24, 2009

This **ESCROW AGREEMENT** (this “Agreement”) is made and entered into _____, 2017, by and among the **MISSISSIPPI DEVELOPMENT BANK** (the “Bank” or the “Issuer”), a public corporation and instrumentality of the State of Mississippi (the “State”), exercising essential public functions, organized under the provisions of Mississippi Code of 1972, Sections 31-25-1 et seq., as from time to time amended (the “Act”), **MADISON COUNTY, MISSISSIPPI** (the “County”) and **TRUSTMARK NATIONAL BANK**, Jackson, Mississippi, as escrow agent hereunder (in such capacity, the “Escrow Agent”):

WITNESSETH:

WHEREAS, the County has heretofore issued its \$8,000,000 Promissory Note, Series 2009 (Madison County, Mississippi Limited Tax Pledge Revenue Bonds Refunding Project), dated June 24, 2009 (“2009 Note”), said 2009 Note being issued by the County pursuant to a Loan Agreement dated June 24, 2009 (the “2009 Loan Agreement”) by and between the County, the Madison County Nursing Home and the Issuer, which 2009 Note and 2009 Loan Agreement evidenced a loan from the Issuer to the County funded from the proceeds of the Bank's \$8,000,000 Special Obligation Refunding Bonds, Series 2009 (Madison County, Mississippi Limited Tax Pledge Revenue Bonds Refunding Project), Series 2009, dated June 24, 2009 (the “2009 Bonds”), issued under the 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

WHEREAS, the County has determined that it is in its best interest to prepay the outstanding amount of the 2009 Note (the “Defeased 2009 Note”) to provide funds for the defeasance of all of the outstanding maturities of the 2009 Bonds maturing June 1, 2018 through June 1, 2029, both inclusive, as identified on **SCHEDULE B** hereto (together, the “Defeased 2009 Bonds”), and the optional redemption of the Defeased 2009 Bonds maturing June 1 in the years 2020 through 2029, both inclusive (the “Callable 2009 Bonds”), on June 1, 2019 (the “Callable 2009 Bonds Redemption Date”) at par; and

WHEREAS, pursuant to the 2009 Indenture the liens, rights and interest granted by the 2009 Indenture to the Defeased 2009 Bonds shall cease, determine and become null and void upon the deposit in trust with the Escrow Agent of either moneys in an amount which shall be sufficient, SLGS and/or U. S. Obligations (as such terms are hereinafter defined) (together, as applicable, the “Escrowed Securities”), the principal of and the interest on which when due will provide moneys which, together with the moneys, if any, deposited with the Escrow Agent at the same time, will be sufficient to pay the interest due and principal to become due on the Defeased 2009 Bonds on and prior to the Callable 2009 Bonds Redemption Date, and to pay the principal due for the Callable 2009 Bonds on or before the Callable 2009 Bonds Redemption Date, at par; and

WHEREAS, the Bank and the County have determined that it is in the best interest of the Bank and the County to deposit in trust with the Escrow Agent the Escrowed Securities the principal of and the interest on which when due will provide moneys which, together with cash, if any, deposited with the Escrow Agent at the same time, will be sufficient, to pay the interest due and principal to become due on the Defeased 2009 Bonds on or before the Callable 2009

Bonds Redemption Date, and to pay the principal due for the Callable 2009 Bonds on or before the Callable 2009 Bonds Redemption Date, at par; and

WHEREAS, in order to deposit such amount of moneys and Escrowed Securities in trust, the County has caused its cash funds in the amount of \$_____ (the “County Equity”), which funds are to be deposited with the Escrow Agent under this Escrow Agreement and used to provide funds for (i) the defeasance of the Defeased 2009 Bonds and the prepayment of the Defeased 2009 Note (the “Defeasance Project”), and (ii) pay the costs associated with the Defeasance Project; and

WHEREAS, a portion of the funds comprising the County Equity will be applied to the purchase of certain Escrowed Securities, which principal amount of Escrowed Securities will mature and produce investment income and earnings at such times and in such amounts together with certain amounts held in cash as will be sufficient to pay when due all of the principal of, redemption premium, if any, and interest on the Defeased 2009 Bonds including the redemption price of the Callable 2009 Bonds; and

WHEREAS, in order to provide for the proper and timely application of the moneys deposited in said trust, the maturing principal amount of the Escrowed Securities purchased or transferred thereby and investment income and earnings derived therefrom to the payment of the Defeased 2009 Bonds, it is necessary to enter into this Agreement with the Escrow Agent on behalf of the holders from time to time of the Defeased 2009 Bonds; and

WHEREAS, the County has authorized the Escrow Agent to pay certain costs of the Defeasance Project from a certain portion of the funds comprising the County Equity in the amount of \$_____ (the “2017 Costs of Defeasance Funds”) for deposit in the 2017 Costs of Defeasance Fund (the “2017 Costs of Defeasance Fund”) to be held by the Escrow Agent under this Agreement.

NOW, THEREFORE, the County and the Bank by approving this Agreement, in consideration of the foregoing and the mutual covenants herein set forth and in order to secure the payment of the principal of, redemption premium, if any, and interest on all of the Defeased 2009 Bonds and the Defeased 2009 Note according to their respective tenor and effect, does by these presents hereby grant, warrant, demise, release, convey, assign, transfer, alienate, pledge, set over and confirm, unto the Escrow Agent, and its successors in the trusts hereby created, and to it and its assigns forever, all and singular, the property hereinafter described, to wit:

DIVISION I

All right, title and interest in and to any funds deposited herewith in the Escrow Fund (\$_____) derived from a portion of the funds comprising of the County Equity.

DIVISION II

All right, title and interest in and to all income, earnings and increment derived from or accruing to the Escrowed Securities purchased from the money described in DIVISION I hereof and more particularly described in **SCHEDULE A**, attached hereto and made a part hereof.

DIVISION III

Any and all other property which is by the express provisions of this Agreement required to be subject to the pledge hereof and any additional property of every kind and nature, from time to time hereafter, by delivery or by writing of any kind, conveyed, pledged, assigned or transferred as and for additional security hereunder, by the County, the Bank or by anyone on their respective behalf, and the Escrow Agent is hereby authorized to receive the same at any time as additional security hereunder.

TO HAVE AND TO HOLD, all and singular, the trust estate, including all additional property which by the terms hereof has or may become subject to the encumbrances of this Agreement, unto the Escrow Agent, and its successors and assigns, forever in trust, however, for the benefit and security of the holders from time to time of the Defeased 2009 Bonds (except for the 2017 Costs of Defeasance Funds); but if the Defeased 2009 Bonds shall be fully and promptly paid when due, in accordance with the terms thereof and hereof, then this Agreement shall be and become void and of no further force and effect, otherwise the same shall remain in full force and effect, and upon the trusts and subject to the covenants and conditions hereinafter set forth.

ARTICLE I

DEFINITIONS

SECTION 1.01 DEFINITIONS. In addition to words and terms elsewhere defined in this Agreement, the following words and terms as used in this Agreement shall have the following meanings, unless some other meaning is plainly intended.

“Agreement” shall mean this Escrow Agreement, dated _____, 2017, by and among the Bank, the County and the Escrow Agent.

“Authorized Newspaper” shall mean a newspaper or financial journal of general circulation in New York, New York, printed in the English language, being customarily published on each business day whether or not published on Saturdays, Sundays or holidays, such as The Bond Buyer.

“County” shall mean Madison County, Mississippi.

“Defeasance Resolution” shall mean the Resolution of the Board of Supervisors of the County dated June 19, 2017, pursuant to which the County authorized the defeasance of the Defeased 2009 Note and the Defeased 2009 Bonds using the County Equity.

“Escrowed Securities” shall mean together the SLGS and U. S. Obligations, as applicable.

“2009 Indenture” shall mean the Trust Indenture by and between the Bank and the 2009 Trustee, dated June 24, 2009, pursuant to which the Defeased 2009 Bonds were issued and are secured.

“2009 Insurer” shall mean Assured Guaranty Corp.

“2009 Paying Agent” shall mean the paying agent under the 2009 Indenture for the Defeased 2009 Bonds, which at the date of this Agreement is Trustmark National Bank, Jackson, Mississippi.

“2009 Trustee” means Trustmark National Bank, Jackson, Mississippi, in its capacity as trustee under the 2009 Indenture.

“SLGS” shall mean United States Treasury Securities - State and Local Government Series.

“Trust Estate”, “trust estate” or “pledged property” shall mean the property, rights and interest of the Bank and the County which are subject to the lien of this Agreement, but which does not include the 2017 Costs of Defeasance Fund.

“U. S. Obligations” shall mean the direct obligations of the United States of America Treasury or such other federal securities as may be permitted under regulations issued pursuant to Section 149(b) of the Internal Revenue Code of 1986, as amended, which are Government Obligations under the 2009 Indenture and acceptable to the 2009 Insurer.

“Written Request” with respect to the County shall mean a request in writing signed by the President of the Board of Supervisors of the County or the Chancery Clerk of the County, or by any other officer of the County duly authorized and satisfactory to the Escrow Agent and with respect to the Bank shall mean a request in writing signed by the Executive Director or Secretary of the Bank or by any other officer of the Bank authorized and satisfactory to the Escrow Agent.

Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Words importing the singular number shall include the plural number and vice versa unless the context shall otherwise indicate. The word “person” shall include corporations, associations, natural persons and public bodies unless the context shall otherwise indicate. Reference to a person other than a natural person shall include its successors.

ARTICLE II

ESTABLISHMENT OF FUNDS; FLOW OF FUNDS

SECTION 2.01 CREATION OF FUNDS. There are hereby created and established with the Escrow Agent a special and irrevocable trust fund designated the 2009 Escrow Fund (the “Escrow Fund”) and a 2017 Costs of Defeasance Fund (the “2017 Costs of Defeasance Fund”), each to be held in the custody of the Escrow Agent separate and apart from other funds of the Bank, the County and the Escrow Agent. The Escrow Fund and the 2017 Costs of Defeasance Fund shall be administered pursuant to this Agreement.

The County herewith deposits or causes to be deposited with the Escrow Agent, and the Escrow Agent acknowledges receipt of, immediately available moneys in the amount of \$ _____ (the “Escrow Requirement”) from a portion of the funds comprising the County

Equity to be deposited by the Escrow Agent to the Escrow Fund, and the amount of the 2017 Costs of Defeasance Funds from a portion of the funds comprising the County Equity to be deposited by the Escrow Agent into the 2017 Costs of Defeasance Fund. As set forth in the verification report (the "Verification Report") of The Arbitrage Group, Inc. (the "Verification Agent"), delivered on _____, 2017, to the Bank, the County and the Escrow Agent, the amount of the Escrow Requirement will be sufficient to purchase the Escrowed Securities, which will mature in principal amounts and earn income and earnings at such times, all as described in **SCHEDULE A**, so that sufficient moneys will be available to pay (i) the interest due and principal payable on the Defeased 2009 Bonds each June 1 and December 1, commencing December 1, 2017 through and including June 1, 2019, and (ii) to pay the principal outstanding of the Callable 2009 Bonds on the Callable 2009 Bonds Redemption Date at par.

The Verification Agent will verify that the deposit in the Escrow Fund of the Escrow Requirement to purchase the Escrowed Securities will produce sufficient funds to pay interest due and principal payable on the Defeased 2009 Bonds until June 1, 2019, and to redeem on said date all of the Callable 2009 Bonds maturing thereafter, all of which have been called for redemption on said date, at par.

The 2017 Costs of Defeasance Funds shall be used to pay costs of the Defeasance Project as provided in Section 2.10 hereof.

SECTION 2.02 IRREVOCABLE TRUST CREATED. The deposit of moneys for the Escrow Requirement and Escrowed Securities in the Escrow Fund shall constitute an irrevocable deposit of such moneys and Escrowed Securities for the benefit of the holders of the Defeased 2009 Bonds, except as provided herein with respect to amendments permitted under Section 4.01 hereof. The holders of the Defeased 2009 Bonds shall have an express lien on all moneys and principal of and earnings on the Escrowed Securities deposited in the Escrow Fund until applied in accordance with this Agreement. The matured principal of the Escrowed Securities and the interest thereon shall be held in trust by the Escrow Agent, and shall be transferred in the necessary amounts as hereinafter set forth in Section 2.05 to the 2009 Trustee for the payment of interest and principal on the Defeased 2009 Bonds as the same becomes due and payable and to the payment of the principal outstanding of the Callable 2009 Bonds on the Callable 2009 Bonds Redemption Date.

SECTION 2.03 PURCHASE OF ESCROWED SECURITIES. The Escrow Agent is hereby directed to purchase immediately the Escrowed Securities listed on **SCHEDULE A**. The Escrow Agent shall purchase the Escrowed Securities solely from the Escrow Requirement moneys deposited in the Escrow Fund. The Escrow Agent shall apply the moneys deposited in the Escrow Fund, and the Escrowed Securities purchased therewith, together with all income or earnings thereon, in accordance with the provisions hereof. The Escrow Agent shall have no power or duty to invest any moneys held hereunder or to make substitutions of the Escrowed Securities held hereunder or to sell, transfer or otherwise dispose of the Escrowed Securities acquired hereunder except as provided in this Agreement.

SECTION 2.04 SUBSTITUTION OF OBLIGATIONS. Notwithstanding any other provision of this Agreement, at the Written Request of the County, with the approval of the Bank and the 2009 Insurer, and upon compliance with the conditions hereinafter stated, the Escrow

Agent shall have the power to sell, transfer, otherwise dispose of or request the redemption of the Escrowed Securities held hereunder and to substitute therefor other Escrowed Securities; provided, however, the foregoing may be effected only if: (i) the substitution of the Escrowed Securities for the substituted Escrowed Securities occurs simultaneously; (ii) the amounts of and dates on which the anticipated transfers from the Escrow Fund to the 2009 Trustee for the payment of principal of, redemption premium, if any, and interest on the Defeased 2009 Bonds, will not be diminished or postponed thereby; (iii) the Escrow Agent shall receive from a nationally recognized independent certified public accountant firm a certification, with a copy to the 2009 Insurer, that, immediately after such substitution, the principal of and the interest on the Escrowed Securities in the Escrow Fund when due and paid will, together with any other moneys held for such purpose, be sufficient to pay the principal of, redemption premium, if any, and interest on the Defeased 2009 Bonds, when due, in accordance with this Agreement; and (iv) the Escrow Agent and the 2009 Insurer shall receive an opinion from Butler Snow LLP, or from any other nationally recognized attorneys on the subject of the exclusion from federal gross income of interest on municipal bonds, to the effect that the disposition and substitution or purchase of such Escrowed Securities will not, under the statutes, rules, regulations and court decisions then in force and applicable to the Defeased 2009 Bonds, impair the excludability of the interest on the 2009 Bonds from gross income for federal income tax purposes, that such disposition and substitution or purchase is not inconsistent with the statutes and regulations applicable to the 2009 Bonds and that the conditions of this Section 2.04 have been satisfied. Any surplus moneys resulting from the sale, transfer, other disposition or redemption of the Escrowed Securities held hereunder and the substitutions therefor of Escrowed Securities shall be released from the Trust Estate and shall be transferred to the County.

The County hereby covenants and agrees that it will not request the Escrow Agent to exercise any of the powers described in the preceding paragraph in any manner which will cause the 2009 Bonds be arbitrage bonds within the meaning of Section 148(a) of the Internal Revenue Code of 1986, as amended (the "Code"), and the regulations thereunder in effect on the date of such request and applicable to obligations issued on the issue date of the 2009 Bonds. The Escrow Agent shall purchase such substituted Escrowed Securities with the proceeds derived from the maturity, sale, transfer, disposition or redemption of the Escrowed Securities held hereunder or from other moneys available.

SECTION 2.05 TRANSFERS FROM ESCROW FUND. As the principal of the Escrowed Securities set forth in **SCHEDULE A** (subject to the reinvestment, if any, of the principal and interest made pursuant to Section 2.06 and the application of investment earnings in accordance with Section 2.06), shall mature and be paid, and the investment income and earnings thereon are paid, the Escrow Agent shall, no later than each interest payment date for the Defeased 2009 Bonds, transfer from the Escrow Fund to the 2009 Trustee for the Defeased 2009 Bonds amounts sufficient to pay the interest and principal on the Defeased 2009 Bonds coming due on each interest payment date and to pay the principal, as applicable, outstanding of the Callable 2009 Bonds on the Callable 2009 Bonds Redemption Date, all as set forth in **SCHEDULE B** hereto. Such amounts shall be applied by the 2009 Trustee to the payment of all principal of, redemption premium, if any, and interest on the Defeased 2009 Bonds for the equal and ratable benefit of the holders of the Defeased 2009 Bonds. Currently, principal, redemption premium, if any, and interest on the Defeased 2009 Bonds are payable at the principal office of the 2009 Paying Agent in Jackson, Mississippi.

SECTION 2.06 INVESTMENT OF CERTAIN MONEYS REMAINING IN TRUST FUNDS. Any moneys remaining from time to time in the Escrow Fund until such time that they are needed may be invested and reinvested in Escrowed Securities maturing no later than the next interest payment date or Callable 2009 Bonds Redemption Date of the Defeased 2009 Bonds, or such periods or at such interest rates that the Escrow Agent shall be directed to invest by a Written Request of the County, as approved by the Bank, which must be accompanied by an opinion of Butler Snow LLP, or any other nationally recognized bond counsel which opinion shall also be to the effect that such reinvestment of such moneys and the interest rate on such moneys will not, under the statutes, rules and regulations then in force and applicable to obligations issued on the date of this Agreement or the Defeased 2009 Bonds, impair the excludability of the interest on the 2009 Bonds from gross income for federal income tax purposes. In addition, the Escrow Agent and the 2009 Insurer shall receive from a nationally recognized independent certified public accounting firm a certification that, immediately after such transaction, the principal of and the interest on the Escrowed Securities in the Escrow Fund when due and paid will, together with any other moneys held for such purpose, be sufficient to pay the principal of, redemption premium, if any, and interest on the Defeased 2009 Bonds, when due. Any interest income, earnings or gain resulting from such reinvestment of moneys shall be released from the Trust Estate and transferred to the County. To the extent amounts are not reinvested in accordance with the provisions of this Section 2.06, such amounts shall be held uninvested as provided in the Verification Report.

SECTION 2.07 FUNDS AND ACCOUNTS CONSTITUTE TRUST FUNDS. All the funds and accounts created and established pursuant to this Agreement shall be and constitute trust funds for the purposes provided in this Agreement and shall be kept separate and distinct from all other funds of the Bank, the County and the Escrow Agent and used only for the purposes and in the manner provided in this Agreement.

SECTION 2.08 TRANSFER OF FUNDS AFTER ALL PAYMENTS REQUIRED BY THIS AGREEMENT ARE MADE. After all of the transfers by the Escrow Agent to the 2009 Trustee for payment of the principal of, redemption premium, if any, and interest on the Defeased 2009 Bonds have been made, all remaining moneys and Escrowed Securities, together with any income and interest thereon, in the Escrow Fund shall be transferred by the Escrow Agent to the County; provided, however, that no such transfer shall be made until all of the principal of, redemption premium, if any, and interest on the outstanding Defeased 2009 Bonds have been paid in full.

SECTION 2.09 DEFEASANCE NOTICE, REDEMPTION NOTICE AND ADDITIONAL NOTICES. The Bank and the County hereby direct the Escrow Agent, and the Escrow Agent hereby agrees, to cause to be prepared and published in the form thereof as attached hereto as **SCHEDULE C**, within 30 days after the Escrowed Securities are deposited with it, and at the expense of the County (subject to Section 3.10 hereof) a notice to the holders of the Defeased 2009 Bonds and the 2009 Insurer setting forth that the irrevocable deposit of moneys and investment thereof has been made in accordance with Article VIII of the 2009 Indenture, and respectively, (i) that all the Callable 2009 Bonds maturing on or after June 1, 2020 will be redeemed on June 1, 2019 at a redemption price of par, (ii) a description of the Escrowed Securities so held by it, and (c) that the lien of the 2009 Indenture on the Defeased 2009 Bonds has been released in accordance with the provisions of the 2009 Indenture.

The Bank and the County hereby direct the Escrow Agent, and the Escrow Agent hereby agrees, (a) to redeem in accordance with the 2009 Indenture all of the Callable 2009 Bonds outstanding under the 2009 Indenture as of June 1, 2019; and (b) to cause to be prepared and published or mailed, as the case may be, in connection with the redemption of the Defeased 2009 Bonds under the 2009 Indenture, all notices required under Article III of the 2009 Indenture or required or recommended, from time to time, by the Securities and Exchange Commission (in accordance with the standards endorsed by the Securities and Exchange Commission in Release 34-2385, issued December 3, 1986) and by the Municipal Securities Rulemaking Board, to the extent applicable.

SECTION 2.10 APPLICATION OF 2017 COSTS OF DEFEASANCE FUNDS.

Proceeds of the County Equity deposited to the 2017 Costs of Defeasance Fund in the amount of \$_____ representing the 2017 Costs of Defeasance Funds will be used by the Escrow Agent to pay invoices submitted to the Escrow Agent for and on behalf of the County regarding costs of the Defeasance Project. Any portion of the 2017 Costs of Defeasance Funds remitted to the Escrow Agent for the payment of the costs of the Defeasance Project and not used to pay such costs of within sixty (60) days of the execution of this Agreement shall be transferred to the County. The 2017 Costs of Defeasance Funds will remain uninvested until used to pay costs of the Defeasance Project or remitted to the County under the provisions herein provided. The 2017 Costs of Defeasance Funds shall be segregated from other moneys deposited in the Escrow Fund and held in a separate account to be used for the payment of costs of the Defeasance Project expenses as authorized by the County in the Defeasance Resolution.

ARTICLE III

CONCERNING THE ESCROW AGENT

SECTION 3.01 APPOINTMENT OF THE ESCROW AGENT. The County hereby appoints Trustmark National Bank, Jackson, Mississippi, as the Escrow Agent under this Agreement.

SECTION 3.02 ACCEPTANCE BY ESCROW AGENT. By execution of this Agreement, the Escrow Agent accepts the duties and obligations as Escrow Agent hereunder. The Escrow Agent further represents that it has all requisite power, and has taken all corporate actions necessary to execute the trust hereby created.

SECTION 3.03 LIABILITY OF ESCROW AGENT. The Escrow Agent shall not be liable in connection with the performance of its duties hereunder except for its own negligent action, its own negligent failure to act or its own willful misconduct, except as may be provided to the contrary in the 2009 Indenture.

The Escrow Agent shall not be liable for any loss resulting from any investment made pursuant to the terms and provisions of this Agreement. The Escrow Agent shall have no lien, security interest or right of set-off whatsoever upon any of the moneys or investment in the Escrow Fund for the payment of fees and expenses for services rendered by the Escrow Agent under this Agreement or for any other amounts owed to the Escrow Agent.

The Escrow Agent shall not be liable for the accuracy of the calculations as to the sufficiency of moneys and of the principal amount of the Escrowed Securities and the earnings thereon to pay the Defeased 2009 Bonds. So long as the Escrow Agent applies any moneys, the Escrowed Securities and the interest earnings therefrom to pay the Defeased 2009 Bonds as provided herein, and complies fully with the terms of this Agreement, the Escrow Agent shall not be liable for any deficiencies in the amounts necessary to pay the Defeased 2009 Bonds caused by such calculations.

In the event of the Escrow Agent's failure to account for any of the Escrowed Securities or moneys received by it, such Escrowed Securities or moneys shall be and remain the property of the County and the Bank in trust for the holders of the Defeased 2009 Bonds as herein provided.

SECTION 3.04 PERMITTED ACTS. The Escrow Agent and its officers and directors may acquire and hold, or become the owner or pledge of or may deal in the Defeased 2009 Bonds as fully and with the same rights as if it were not the Escrow Agent.

SECTION 3.05 RESIGNATION OF ESCROW AGENT. The Escrow Agent or any successor escrow agent, at the time acting hereunder, may at any time resign and be discharged from the duties and obligations of the trust hereby created by giving 60 days' written notice to the County and the Bank, and by giving to the registered holders of the Defeased 2009 Bonds notice of such resignation by first class mail. Upon receiving such notice of resignation, the County and the Bank shall promptly appoint a successor escrow agent by an instrument in writing.

SECTION 3.06 REMOVAL OF ESCROW AGENT. Upon the Written Request of the County, with the approval of the Bank, the Escrow Agent may be removed at any time if (i) the Escrow Agent shall cease to be eligible in accordance with the provisions set forth herein and shall fail to resign after Written Request therefor from the County or from any registered holder of the Defeased 2009 Bonds who has been a bona fide holder of a defeased bond for at least six (6) months, or (ii) the Escrow Agent shall become incapable of acting or shall be adjudged a bankrupt or insolvent or a receiver of the Escrow Agent or of its property shall be appointed, or any public officer shall take charge or control of the Escrow Agent or of its property or affairs for the purpose of rehabilitation, conservation or liquidation.

The Escrow Agent may also be removed by the registered holders of the Defeased 2009 Bonds of a majority in aggregate principal amount of each the Defeased 2009 Bonds at the time outstanding by an instrument or concurrent instruments in writing signed by such registered holders of the Defeased 2009 Bonds.

Any removal of the Escrow Agent and appointment of a successor escrow agent in accordance with the provisions set forth herein shall become effective upon acceptance of appointment by the successor escrow agent as provided herein.

SECTION 3.07 APPOINTMENT OF SUCCESSOR ESCROW AGENT. If no successor escrow agent shall have been appointed and shall have accepted such appointment within thirty (30) days after such notice of resignation, the resigning escrow agent may petition any court of competent jurisdiction for the appointment of a successor escrow agent, or any

registered holder of the Defeased 2009 Bonds who has been a bona fide holder for at least six (6) months may, on behalf of itself and others similarly situated, petition any such court for the appointment of a successor escrow agent. Such court may thereupon, after such notice, if any, as it may deem proper and prescribed, appoint a successor escrow agent. Any resignation by the Escrow Agent and appointment of a successor escrow agent in accordance with the provisions set forth herein shall become effective upon acceptance of appointment by the successor escrow agent in accordance with the provisions set forth herein.

Any successor escrow agent appointed under the provisions of this Agreement shall be an entity organized and doing business under the laws of the United States or any state authorized under such laws to exercise corporate trust powers, having its principal office and place of business in any state, having a combined capital and surplus of at least \$50,000,000, and subject to supervision or examination by federal or state authority. If such entity published reports of condition at least annually, pursuant to law or to the requirements of any supervising or examining authority above referred to, then the combined capital and surplus of such corporation shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published. In case at any time the Escrow Agent shall cease to be eligible in accordance herewith, the Escrow Agent shall resign immediately in the manner and with the effect specified in Section 3.05 hereof.

SECTION 3.08 VESTING OF TRUSTS IN SUCCESSOR ESCROW AGENT. Any successor escrow agent appointed hereunder shall execute, acknowledge and deliver to its predecessor, and also to the County and the Bank, an instrument in writing accepting such appointment hereunder, and thereupon the resignation or removal of the predecessor escrow agent shall become effective; and such successor escrow agent, without any further act, deed or conveyance, shall become vested with all the rights, powers, trusts, duties and obligations of its predecessor in the trusts hereunder, with like effect as if originally named as escrow agent herein. Upon request of any such successor escrow agent, the County and the Bank shall execute any and all instruments in writing for more fully and certainly vesting in and conforming to such successor escrow agent all such rights, powers and duties.

Upon acceptance of appointment by a successor escrow agent as heretofore provided, the County and the Bank shall publish notice of the succession of such escrow agent to the trust hereunder. Such notice shall be published at least once in an Authorized Newspaper. If the County and the Bank fail to publish such notice within ten (10) days after acceptance of appointment by the successor escrow agent, the successor escrow agent shall cause such notice to be published at the expense of the County.

Any entity into which the Escrow Agent may be merged or with which it may consolidate or any entity resulting from any merger or consolidation to which the Escrow Agent shall be a party, or any entity succeeding to the business of the Escrow Agent, shall be the successor to the Escrow Agent hereunder without the execution or filing of any paper or any further act on the part of any of the parties hereto, anything herein to the contrary notwithstanding, provided that such successor escrow agent shall be eligible under the provisions thereof.

Notwithstanding any of the foregoing provisions of this Article, any bank or trust company having power to perform the duties and execute the trusts of this Agreement and

otherwise qualified to act as Escrow Agent hereunder with or into which the bank or trust company acting as Escrow Agent may be merged or consolidated, or to which the assets and business of such bank or trust company may be sold, shall be deemed the successor of the Escrow Agent.

SECTION 3.09 RECEIPT OF PROCEEDINGS. Possession of or receipt of true and correct copies of the 2009 Indenture and the proceedings authorizing the issuance of the 2009 Bonds are hereby acknowledged by the Escrow Agent, and reference herein to or citation herein of any provision of such documents shall be deemed to incorporate the same as a part hereof in the same manner and with the same effect as it they were fully set forth herein.

SECTION 3.10 ARRANGEMENTS FOR PAYMENT OF ALL OTHER SUMS PAYABLE UNDER THE 2009 INDENTURE. The Escrow Agent hereby acknowledges that the County has paid, caused to be paid or made arrangements satisfactory to the Escrow Agent for payment of all other sums (in addition to debt service on the 2009 Bonds) payable under the 2009 Indenture until the Defeased 2009 Bonds are paid as provided in Section 2.01 hereof. If such arrangements for fees and expenses shall include a prepayment of all or part thereof and if the Escrow Agent resigns or is removed in accordance with Section 3.05 and 3.06 hereof, the Escrow Agent agrees to return to the County that portion of the prepaid fee which is attributable to that part of the trust which is then still to be administered.

ARTICLE IV

MISCELLANEOUS

SECTION 4.01 AMENDMENTS TO THIS AGREEMENT. This Agreement is made for the benefit of the County, the Bank, the 2009 Insurer and the holders from time to time of the Defeased 2009 Bonds and it shall not be repealed, revoked, altered or amended without the written consent of the 2009 Insurer and the holders of 100% of the Defeased 2009 Bonds which have not then been paid in accordance with this Agreement. Notwithstanding the foregoing, however, the County and the Bank may, and the County and the Bank shall (upon receipt of an opinion of nationally recognized bond counsel satisfactory to the County and the Bank that the excludability of the interest on the 2009 Bonds from gross income under the federal and State of Mississippi law will not be adversely affected), without the consent of, or notice to, such holders, but with the consent of the 2009 Insurer, enter into such agreements supplemental to this Agreement as shall not adversely affect the rights of such holders and as shall not be inconsistent with the terms and provisions of this Agreement, for any one or more of the following purposes:

- (a) To cure any ambiguity or formal defect or omission in this Agreement;
- (b) To grant to, or confer upon, the Escrow Agent for the benefit of the holders of the Defeased 2009 Bonds, any additional rights, remedies, powers or authority that may lawfully be granted to, or conferred upon, such holders or the Escrow Agent; and
- (c) To subject to the lien of this Agreement additional funds, securities or properties.

The Escrow Agent shall be entitled to rely exclusively upon an unqualified opinion of nationally recognized attorneys on the subject of municipal bonds with respect to compliance with this Section, including the extent, if any, to which any change, modification, addition or elimination affects the rights of the holders of the Defeased 2009 Bonds, or that any instrument executed hereunder complies with the conditions and provisions of this Section.

All amendments to this Agreement require notice in writing to Moody's Investors Service, Inc.

SECTION 4.02 SEVERABILITY. If any one or more of the covenants or agreements provided in this Agreement on the part of the Bank, the County or the Escrow Agent to be performed should be determined by a court of competent jurisdiction to be contrary to law, such covenant or agreement shall be deemed and construed to be severable from the remaining covenants and agreements herein contained and shall in no way affect the validity of the remaining provisions of this Agreement.

SECTION 4.03 AGREEMENT BINDING. All the covenants, promises and agreements in this Agreement contained by or on behalf of the Bank, the County, or the Escrow Agent shall bind and inure to the benefit of their respective successors and assigns, whether so expressed or not.

SECTION 4.04 TERMINATION. This Agreement shall terminate when all transfers and payments required to be made by the Escrow Agent under the provisions hereof shall have been made.

SECTION 4.05 GOVERNING LAW. This Agreement shall be governed by the applicable law of the State of Mississippi.

SECTION 4.06 EXECUTION BY COUNTERPARTS. This Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument.

[remainder of page left blank intentionally]

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its duly authorized officers or officials.

[SEAL]

MISSISSIPPI DEVELOPMENT BANK

BY: _____
Executive Director

ATTEST:

BY: _____
Secretary

Signature Page to Escrow Agreement dated _____, 2017, by and among the Mississippi Development Bank, Madison County, Mississippi and Trustmark National Bank, Jackson, Mississippi, as Escrow Agent.

[SEAL]

MADISON COUNTY, MISSISSIPPI

BY: _____
President, Board of Supervisors

ATTEST:

BY: _____
Chancery Clerk

Signature Page to Escrow Agreement dated _____, 2017, by and among the Mississippi Development Bank, Madison County, Mississippi and Trustmark National Bank, Jackson, Mississippi, as Escrow Agent.

TRUSTMARK NATIONAL BANK
Jackson, Mississippi
as Escrow Agent

BY: _____
Trust Officer

Signature Page to Escrow Agreement dated _____, 2017, by and among the Mississippi Development Bank, Madison County, Mississippi and Trustmark National Bank, Jackson, Mississippi, as Escrow Agent.

SCHEDULE A
ESCROW FUND INVESTMENTS

SCHEDULE B
DEBT SERVICE
REQUIREMENTS FOR THE DEFEASED 2009 BONDS

SCHEDULE C
NOTICE OF DEFEASANCE

NOTICE OF DEFEASANCE

\$8,000,000
(original aggregate principal amount)
MISSISSIPPI DEVELOPMENT BANK
SPECIAL OBLIGATION REFUNDING BONDS, SERIES 2009
(Madison County, Mississippi Limited Tax Pledge Revenue Bonds Refunding Project)
Dated June 24, 2009

Maturing June 1, 2018 through and including June 1, 2029, as follows:

Maturity	Par Amount Issued and Defeased	Interest Rate	CUSIP
2018	\$360,000	3.700 %	60534R JN0
2019	375,000	4.000	60534R JP5
2020	390,000	4.000	60534R JQ3
2021	405,000	4.125	60534R JR1
2022	420,000	4.250	60534R JS9
2023	440,000	4.375	60534R JT7
2024	460,000	4.450	60534R JU4
2025	480,000	4.550	60534R JV2
2026	500,000	4.625	60534R JW0
2027	525,000	4.700	60534R JX8
2028	545,000	4.750	60534R JY6
2029	575,000	4.800	60534R JZ3

Notice is hereby given to the holders of the obligations captioned above as “Par Amount Issued and Defeased” (hereinafter referred to as the “Defeased 2009 Bonds”) that there has been deposited in an irrevocable escrow account held by Trustmark National Bank, Jackson, Mississippi, as Escrow Agent, \$ _____ which will provide moneys which shall be sufficient to pay principal of, premium, if any, and interest on the Defeased 2009 Bonds on and prior to their redemption or maturity dates thereof, as described below. Pursuant to the Trust Indenture dated June 24, 2009 (the “2009 Indenture”), by and between the Mississippi Development Bank and Trustmark National Bank, Jackson, Mississippi, as trustee (in such capacity, the “2009 Trustee”), each described maturity to be defeased and called for redemption shall paid by the 2009 Trustee in such manner as determined in, and pursuant to the notice provisions of, the 2009 Indenture.

Moneys will be available for the payment of interest on the Defeased 2009 Bonds due on each June 1 and December 1, commencing December 1, 2017, to and including June 1, 2019, and for the principal of the Defeased Bonds on June 1, 2018 and June 1, 2019. All of the Defeased 2009 Bonds maturing on or after June 1, 2020, will be called for redemption on June 1, 2019 at a price of par. The Defeased 2009 Bonds are deemed to have been paid in accordance with Article VIII of the 2009 Indenture. Accordingly, the right, title and interest of the holders of the Defeased 2009 Bonds in the 2009 Indenture and other moneys as provided in the 2009 Indenture, have ceased, determined and become null and void.

The holders of the Defeased 2009 Bonds are entitled for payment (from the paying agent for the Defeased 2009 Bonds) solely out of the moneys or securities so deposited in such escrow account

Dated this ____ day of ____, 2017.

TRUSTMARK NATIONAL BANK,
as Escrow Agent

BY: _____
Trust Officer