

**SECOND AMENDMENT TO DEVELOPMENT AND REIMBURSEMENT
AGREEMENT BETWEEN MADISON COUNTY, MISSISSIPPI
AND LIVINGSTON TOWNSHIP, LLC**

This Second Amendment to Development and Reimbursement Agreement Between Madison County, Mississippi and Livingston Township, LLC n/k/a Livingston Holdings, LLC (the Second Amendment to Agreement") is made and entered effective as of the **16th day of January, 2018**, (the "Effective Date") by and between Madison County, Mississippi ("County") and Livingston Township, LLC n/k/a Livingston Holdings, LLC ("Developer") and collectively, "Parties."

WHEREAS, the Parties entered into that certain Development and Reimbursement Agreement dated January 18, 2011, (collectively referred to as the "Agreement");

WHEREAS, on or about the 21st day of December, 2015, the Parties reached an agreement to extend the termination date of the Agreement, as set forth in Paragraph 5 therein, by two (2) years, or until January 18, 2018, and entered into that certain First Amendment to Development and Reimbursement Agreement Between Madison County, Mississippi and Livingston Township, LLC n/k/a Livingston Holdings, LLC (the First Amendment to Agreement").

WHEREAS, the Parties have reached an agreement to extend the termination date of the Agreement, as amended by the First Amendment to Agreement, as set forth in Paragraph 5 therein by two (2) years, or until January 18, 2020, and desire to amend the Agreement, and the First Amendment to Agreement, as set forth below in this Second Amendment to Agreement.

WHEREAS, Paragraph 5 of the Agreement, as amended by the First Amendment to Agreement, provides for such other termination date as the Parties shall mutually agree to in writing.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in the Agreement, the First Amendment to Agreement, and this Second Amendment to Agreement, the Parties hereby agree as follows:

1. The Parties hereby ratify, confirm and agree that, except as expressly modified in this Second Amendment to Agreement, the Agreement, and the First Amendment to Agreement, are otherwise still in full force and effect.

2. Paragraph 5 of the Agreement, as amended by the First Amendment to Agreement, is hereby amended by deleting Section Paragraph 5 in its entirety and in lieu thereof inserting the following new Paragraph 5.

5. **TERMINATION.** If the Bonds are not issued and delivered on or before two years from the date hereof (or such other date as shall be mutually agreed upon in writing by the County and Developer), this Agreement shall thereupon terminate. Upon termination of this Agreement related to any

failure to fulfill the conditions precedent in Paragraph 3 above, it is expressly understood that the Developer shall bear the sole responsibility and liability for all reasonable fees and expenses incurred by County Counsel, Bond Counsel and Financial Advisor to the County in relation, directly or indirectly, to the sale and issuance of the Bonds, and this Agreement recognizing that the County does not have the authority to pay such costs except from the proceeds of the Bonds.

3. On the date hereof each reference in the Agreement to "this Agreement", "hereunder", "hereof", "herein", or words of like import shall mean, and be a reference to the Agreement as amended hereby. All capitalized terms used but not specifically defined herein shall have the same meanings given to such terms in the Agreement unless the context clearly indicates or dictates a contrary meaning.

4. The Parties hereby ratify, confirm and agree that, except as expressly modified in this Second Amendment to Agreement, the Agreement, and First Amendment to Agreement remain and are in full force and effect as if set forth specifically herein; provided however, in the event of a conflict between this Second Amendment to Agreement, and the Agreement, or the First Amendment to Agreement, this Second Amendment to Agreement shall control.

5. This Second Amendment to Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute but one and the same instrument.

6. This Second Amendment to Agreement shall be governed by, and construed in accordance with, the laws of the State of Mississippi.

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute this Lease on their behalf in duplicate originals on the day and year first above written.

MADISON COUNTY MISSISSIPPI

By: _____
PRESIDENT, BOARD OF SUPERVISORS

LIVINGSTON TOWNSHIP, LLC n/k/a
LIVINGSTON HOLDINGS, LLC

By:  _____
MEMBER