

Resignation of Trustee, and Appointment of, Transfer to and Acceptance by Successor Trustee

Mississippi Education Investment Pool Trust A

THIS AGREEMENT is entered into by the undersigned Grantors of the Mississippi Education Investment Pool Trust A (jointly and severally, the "Grantors"), BancorpSouth Investment Services, Inc., and Trustmark National Bank, effective as of the date set forth herein.

1. Resignation of Trustee. Effective February 29, 2008, BancorpSouth Investment Services, Inc. hereby resigns the position of Trustee of the Mississippi Education Investment Pool Trust A (the "Trust"), created under an existing Trust Agreement of the Mississippi Education Investment Pool Trust A between BancorpSouth Investment Services, Inc. and the District (the "Trust Agreement").

2. Appointment of Successor Trustee. The Grantors hereby appoint Trustmark National Bank to serve as successor Trustee of the Trust, effective as of February 29, 2008.

3. Acceptance by Successor Trustee. Trustmark National Bank hereby accepts appointment as successor Trustee of the Trust, effective as of February 29, 2008, and hereby succeeds to and accepts all the rights, powers, duties, authority and responsibility conferred upon BancorpSouth Investment Services, Inc. and the Trustee under the Trust Agreement.

4. Transfer and Receipt of Trust Estate. BancorpSouth Investment Services, Inc. shall, on February 29, 2008, pay over, deliver, assign, transfer and convey the Trust Estate to Trustmark National Bank, as successor Trustee, and Trustmark National Bank shall, on February 29, 2008, acknowledge receipt of the Trust and the Trust Estate, and accept the same as successor Trustee, all to be evidenced by a Transfer and Receipt instrument in the form attached hereto as Exhibit "A".

5. Waiver of Notice of Resignation; Accounting. The Grantors hereby waive the 60-day notice of resignation provision of Section 6.1 of the Trust Agreement. BancorpSouth Investment Services, Inc. shall make a full proper accounting to, and shall give notice to, the Grantors as provided in Section 6.1 of the Trust Agreements and shall certify to Trustmark National Bank the making of such accounting and the giving of such notice, whereupon BancorpSouth Investment Services, Inc. shall stand discharged and have no further responsibility after the date of the transfer for the Trusts or under the Trust Agreement. Provided, however, that the foregoing provision is not to be construed as waving any liability BancorpSouth Investment Services, Inc. may have for actions taken prior to the date of the transfer and accounting. The accounting to be given by BancorpSouth Investment Services, Inc. to the Grantors pursuant to Section 6.1 of the Trust Agreement shall be the Grantors' respective statements of account

6. Assignment of Investment Management Services Agreement. The Grantors hereby consent to the assignment to Trustmark National Bank of their respective Investment Management Services Agreements with BancorpSouth Investment Services, Inc., effective February 29, 2008, so that as of February 29, 2008, Trustmark National Bank shall stand

substituted in the place and stead of BancorpSouth Investment Services, Inc. as a party thereto, and BancorpSouth Investment Services, Inc. shall stand released therefrom.

7. Capitalized Terms. Capitalized terms not defined herein shall have the meanings provided in the Trust Agreement.

8. Execution in Counterparts. This Agreement may be executed in any number of counterparts, all of which together shall constitute a single a document.

[SIGNATURE PAGES FOLLOW]

WITNESS the signatures of the parties on the respective dates set forth below.

BANCORPSOUTH INVESTMENT SERVICES, INC.

By: _____

Title: _____

Date: _____

TRUSTMARK NATIONAL BANK

By: _____

Title: _____

Date: _____

THE GRANTORS:

[List all in the following format]

SCHOOL DISTRICT NAME

By: _____

Title: _____

Date: _____