



September 3, 2024

Mayor and City Council
City of Bay St. Louis, Mississippi
688 Highway 90
Bay St. Louis, MS 39520

Re: Terms of Engagement for City of Bay St. Louis Taxable Grant Anticipation Note

Dear Ladies and Gentlemen:

As set out more fully herein, this Engagement Letter establishes the terms of the engagement of Butler Snow LLP ("Butler Snow," "we," or "us") in connection with the tendered representation of the City of Bay St. Louis, Mississippi (the "City") as City Counsel for issuance of the above-referenced Note. Unless otherwise agreed by you, this engagement (the "Engagement") will be handled for the City by Heather Smith who practices in our Gulfport office, assisted as necessary by other Butler Snow attorneys and paraprofessionals.

Client and Scope of Engagement. The City has retained Butler Snow to provide the following legal services: Review resolutions, documents and/or certificates necessary or appropriate for authorization, issuance and delivery for the Note and coordinate the authorization and execution of such documents; review legal issues relating to the structure of the Note; pursue and coordinate the validation of the Note; and render our legal opinion regarding the due execution and authorization of the resolution and necessary documents related to the Note.

The City is *not* a Covered Entity or a Business Associate as defined by the Health Insurance Portability and Accountability Act (HIPAA) Privacy Rules. You agree to contact us immediately if this understanding is incorrect or if this designation changes at any time during the course of the Engagement.

Communication. We will keep the City regularly and currently informed of the status of the Engagement and will consult with you whenever appropriate. Copies of all correspondence and final documents generated by us will be sent to the City. In the event you need to reach me, and I am unavailable, please leave a voicemail message. Normally calls will be returned promptly, and in any event no later than within one business day of receipt of the call; if you have not received a return call within that time, please call again. My direct number is set out below. In addition, assuming the provisions of the next paragraph are acceptable, please feel free to communicate with me by e-mail. My e-mail is also set out below. In the event of an emergency, please contact my assistant Janice Adkins at (228) 575-3022, Janice.Adkins@butlersnow.com, and she will endeavor to reach me as soon as practicable.

PO Drawer 4248
Gulfport, MS 39502-4248

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BUTLER SNOW LLP

Protection of Client Confidences - High Tech Communication Devices. We are always mindful of our obligation to preserve our clients' secrets and confidences; accordingly, it is important that we agree from the outset what kinds of communications technology we will employ in the course of this Engagement. Unless you specifically direct us to the contrary, for purposes of this Engagement, we agree that it is appropriate for us to use fax machines and e-mail, as well as cellular communication devices, in the course of the Engagement without any encryption or other special protections. Please notify us if you have any other requests or requirements in connection with the methods of communication, or persons to be included or copied in the circulation of documents relating to the Engagement.

Electronic Files and File Retention. Butler Snow maintains its client files electronically. We do not keep separate paper files. We will scan documents you or others send to us related to your matter to our electronic file for that matter and will retain **only** the electronic version while your matter is pending. **Unless you instruct us otherwise, once such documents have been scanned to our electronic file, we will destroy all paper documents provided to us.** If you send us original documents that need to be maintained as originals while the matter is pending, we ordinarily will scan those to our client file and return the originals to you for safekeeping. Alternatively, you may request that we maintain such originals while the matter is pending. If we agree to do that, we will make appropriate arrangements to maintain those original documents.

Unless you instruct us otherwise, once our work on this matter is completed, we will designate your file as a closed file on our system and will apply our document retention policy then in effect to the materials in your closed file. At that time, we ordinarily will return to you any original documents we have maintained in accordance with the preceding paragraph while the matter was pending. Otherwise, we will retain the closed file materials for our benefit and subject to our own policies and procedures concerning file retention and destruction. Accordingly, if you desire copies of any documents (including correspondence, e-mails, pleadings, contracts, agreements, etc.) related to this matter or generated while it was pending, you should request such copies at the time our work on this matter is completed. A more complete notice of Butler Snow's Record Retention and Destruction Policy for Client Files, which also will be applicable to this Engagement, is attached and incorporated herein by reference.

Fees and Expenses. Based upon: (i) our current understanding of the terms, structure, size and schedule of the financing represented by the Note; (ii) the duties we will undertake pursuant to this Engagement; (iii) the time we anticipate devoting to the financing; and (iv) the responsibilities we will assume in connection therewith, our fee will not exceed \$7,500 fees and expenses.

If the financing for the Note is not consummated, we understand and agree that we will not be paid for our time expended on your behalf but will be paid for client charges made or incurred on your behalf.

Conflicts and Potential Conflicts. The City acknowledges that Butler Snow represents many other institutions, companies and individuals, some of which may be competitors of the City. The City agrees that the fact that Butler Snow represents or takes on representation of such a person or entity while also representing the City of Bay St. Louis, Mississippi does not constitute a conflict of interest, and does not require the City's consent, unless the matter is directly adverse to the City, is substantially related to a matter on which Butler Snow is representing the City in which that person or entity's interest is materially adverse to the City, or is a matter in which Butler Snow could use adversely to the City non-public, confidential information it has learned through its representation of the City. The City further acknowledges that another party or parties in a matter on which Butler Snow is representing the City may

seek legal counsel or representation from Butler Snow wholly unrelated to the matter in which Butler Snow is representing the City. Butler Snow will inform the City if and when such situations arise, and the City agrees that it will not unreasonably withhold its consent to Butler Snow's representing such party or parties in the matter unrelated to the matter in which Butler Snow is representing the City.

Termination of Engagement. This Engagement will terminate at the time of completion of the services addressed in the Scope of Engagement section of this letter and, in any event, no later than submission of the final billing statement for such services.

Binding Agreement. This letter represents the entire agreement between the City and Butler Snow with respect to the scope of services to be provided to the City. By signing below, you acknowledge that this letter has been carefully reviewed and its content understood and that you agree, on behalf of the City, to be bound by all of its terms and conditions. No change or waiver of any of the provisions of this letter shall be binding on either the City or on Butler Snow unless the change is in writing and signed by both the City and Butler Snow.

Counterparts; Facsimile Signatures. This Agreement and any amendment, waiver or consent relating hereto may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all of which when taken together shall constitute one and the same instrument. The delivery by any party of an executed signature page to this Agreement or any amendment, waiver or consent relating hereto by facsimile transmission or by electronic email in Adobe Corporation's Portable Document Format (or PDF) shall be deemed to be, and shall be enforceable to the same extent as, an original signature page hereto or thereto. Any party who delivers such a signature page agrees to later deliver an original counterpart to any party that requests it.

If the foregoing accurately reflects our agreement, please confirm that by signing and returning one of the copies of this letter to me. Please do not hesitate to contact me to discuss any questions you may have regarding this letter. If the foregoing does not accurately reflect our agreement or if you have any objections to any of these terms, please inform me immediately in writing.

Unless you inform us otherwise in writing, we will proceed with this representation with the understanding that you have accepted the terms and conditions of the representation set forth herein.

Thank you again for this opportunity to be of service. We look forward to working with you.

Sincerely,

BUTLER SNOW LLP



Heather Ladner Smith

Enclosures

September 3, 2024

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STATEMENT TO BE SIGNED BY City of Bay St. Louis, Mississippi

I have read the above Engagement Letter and understand and agree to its contents, including the fee and billing arrangements.

CITY OF BAY ST. LOUIS, MISSISSIPPI

By:

Title: _____

Date: _____

Authorized by Resolution of the Governing Body of City of Bay St. Louis, Mississippi dated September 3, 2024.

BUTLER SNOW LLP
STANDARD BILLING TERMS AND CHARGES FOR EXPENSES
As of January 1, 2024

Butler Snow LLP (the "Firm") will bill clients monthly for legal services, unless another arrangement is agreed to and approved in writing by the Firm and the Client. The Firm typically sends bills for legal services and expenses via the U.S. Postal Service or by e-mail. Electronic billing services may also be used by specific agreement.

It is our goal that our bills are easy to understand, simple, and reflect appropriate charges for the value our services provided. As such, we do not charge for many incidental costs or routine services. We are continually working to ensure that our bills are clear and understandable. Should you have questions about any aspect of your bill, please contact the Firm as soon as possible so that your concerns may be quickly resolved. The chart below spells out the complete details of our expense charges. Our bills are **due upon receipt** unless other arrangements are agreed to in advance.

Any overpayments or duplicate payments the Firm receives that cannot be posted to an outstanding bill ("unapplied payments") will be deposited into the Firm's operating account upon receipt and posted as unapplied cash to the client's account. These unapplied payments will either be applied to a future bill or refunded to the client, whichever is appropriate.

Document Reproduction (Print, Copy & Scan)	
Normal sized documents (up to 11 x 17)	Black & White: \$0.20/page Color: \$0.35/page
	Bates Labeling –
	Electronic: \$0.03/page Manual: \$0.15/page
Oversize documents (size in excess of 11 x 17)	Charge for each page – no exclusion
	Black & white: \$1.25/page Color: \$4.50/page
Electronic Data Manipulation for reproduction	\$75 per hour
Binders	Actual cost of the binders plus \$1.00 per comb
Wire Transfers	Outgoing: International: \$50/wire Domestic: \$25/wire
Data/Audio/Visual Duplication & Reproduction	CD/DVD: \$12.00 for each disc
	Portable Media Devices: Priced per data storage size
Electronically Stored Information (Litigation Support Services)	Data Room: \$750.00/room
	Data Processing: \$100.00/gb per occurrence
	Data Storage: \$10.00/gb per month
	Document Review & Hosting: \$25.00/gb per month
	Review User License Fees: \$80.00/user per month
	Minimum Monthly Fee: \$150.00
Computerized Legal Research	No charge for basic research. \$70/search for public records, special treatises, briefs, motions, trial court documents and expert directory databases Research from secondary sources and outside of firm's plan at actual cost Specialized research at actual cost with prior client approval
Electronic retrieval of Court documents	\$0.40 / document
Fax and Long-Distance Phone	\$0.50/Page Non-domestic and conference calls charged at actual cost.
Travel (personal vehicle)	Current Standard Mileage Rate as allowed by the IRS
Messenger Delivery and Service of Subpoenas or Summons	Deliveries 0-25 miles one way - \$30.00 ; over 25 miles one way - \$10.00/hour plus mileage ; Service of Subpoenas/Summons - \$35.00 plus delivery
Overnight Package Delivery	Charged at actual cost per package
Postage	Postage charged at actual cost
Conference Center & Catering	Charges for costs associated with client meetings and events will be passed on to the client at cost, unless agreed upon prior. This excludes basic client meetings without associated food and beverage services or special costs for conference services.

**NOTICE TO CLIENTS OF BUTLER SNOW'S
RECORD RETENTION & DESTRUCTION POLICY FOR CLIENT FILES**

Butler Snow maintains its client files electronically. Ordinarily, we do not keep separate paper files. We will scan documents you or others send to us related to your matter to our electronic file for that matter and will ordinarily retain only the electronic version while your matter is pending. **Unless you instruct us otherwise, once such documents have been scanned to our electronic file, we will destroy all paper documents provided to us.** If you send us original documents that need to be maintained as originals while the matter is pending, we ordinarily will scan those to our client file and return the originals to you for safekeeping. Alternatively, you may request that we maintain such originals while the matter is pending. If we agree to do that, we will make appropriate arrangements to maintain those original documents while the matter is pending.

At all times, records and documents in our possession relating to your representation are subject to Butler Snow's Record Retention and Destruction Policy for Client Files. Compliance with this policy is necessary to fulfill the firm's legal and ethical duties and obligations, and to ensure that information and data relating to you and the legal services we provide are maintained in strict confidence at all times during and after the engagement. All client matter files are subject to these policies and procedures.

At your request, at any time during the representation, you may access or receive copies of any records or documents in our possession relating to the legal services being provided to you, excluding certain firm business or accounting records. We reserve the right to retain originals or copies of any such records or documents as needed during the course of the representation.

Unless you instruct us otherwise, once our work on this matter is completed, we will designate your file as a closed file on our system and will apply our document retention policy then in effect to the materials in your closed files. At that time, we ordinarily will return to you any original documents we have maintained in accordance with the preceding paragraph while the matter was pending. Otherwise, we will retain the closed file materials for our benefit and subject to our own policies and procedures concerning file retention and destruction. Accordingly, if you desire copies of any documents (including correspondence, e-mails, pleadings, contracts, agreements, etc.) related to this matter or generated while it was pending, you should request such copies at the time our work on this matter is completed.

You will be notified and given the opportunity to identify and request copies of such items you would like to have sent to you or someone else designated by you. You will have 30 days from the date our notification is sent to you to advise us of any items you would like to receive. You will be billed for the expense of assimilating, copying and transmitting such records. We reserve the right to retain copies of any such items as we deem appropriate or necessary for our use. Any non-public information, records or documents retained by Butler Snow and its employees will be kept confidential in accordance with applicable rules of professional responsibility.

Any file records and documents or other items not requested within 30 days will become subject to the terms of Butler Snow's Record Retention and Destruction Policy for Client Files and will be subject to final disposition by Butler Snow at its sole discretion. Pursuant to the terms of Butler Snow's Record Retention and Destruction Policy for Client Files, all unnecessary or extraneous items, records or documents may be removed from the file and destroyed. The remainder of the file will be prepared for closing and placed in storage or archived. It will be retained for the period of time established by the policy for files related to this practice area, after which it will be completely destroyed. This includes all records and documents, regardless of format.

While we will use our best efforts to maintain confidentiality and security over all file records and

documents placed in storage or archived, to the extent allowed by applicable law, Butler Snow specifically disclaims any responsibility for claimed damages or liability arising from damage or destruction to such records and documents, whether caused by accident; natural disasters such as flood, fire, or wind damage; terrorist attacks; equipment failures; breaches of Butler Snow's network security; or the negligence of third-party providers engaged by our firm to store and retrieve records.