

March 4, 2025

VIA E-MAIL

Mayor and City Council  
City of Tupelo, Mississippi

**Re: Terms of Engagement for City of Tupelo 2025 Tupelo Commons Project**

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 Tupelo, Mississippi (the "**City**," "**you or your**") to prepare and distribute such resolutions and documents necessary to create a tax increment financing district, adopt and approve a development agreement, and approving other related documents all as authorized by the Sections 21-45-1 *et seq.*, Mississippi Code of 1972, as amended (the "**TIF Act**"), all in connection with the sale and issuance of tax increment financing bonds of the City. Unless otherwise agreed by you, this engagement (the "**Engagement**") will be handled by me and Elizabeth Thomas, and we will be 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: to review and provide legal analysis, draft resolutions, agreements, and applications and provide assistance to the City and the County, as follows: (a) providing the necessary documentation to secure the sale and issuance of any tax increment financing bonds, at a later date and as to be determined by future actions of the City.

Communication. I 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 you upon request. 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 set out below. In the event of an emergency and I am unavailable, please contact my assistant Stacey Spencer by phone at (601) 985-4484 or by email at [Stacey.spencer@butlersnow.com](mailto:Stacey.spencer@butlersnow.com).

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

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BUTLER SNOW LLP

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.

Opinions/Fee Estimates and Budgets. No law firm or attorneys, including our firm and our attorneys, can or will guarantee the outcome of any legal matter or dispute. Thus, although an attorney or attorneys of our firm may offer an opinion about possible results regarding any matter in which we represent or advise, we do not and cannot guarantee any particular result. Moreover, we cannot predict in advance what the total amount of fees will be for our services. Although, for a client's convenience, whenever possible and when requested, we may provide clients with a budget or our best estimate from time to time of fees and/or costs that we anticipate will be incurred on a particular project, these estimates are subject to unforeseen circumstances and are by their nature inexact. Providing an accurate estimate is usually very difficult, since the size and scope of the project and the extent to which a client may request us to perform services may vary substantially during the course of such representation. As a result, we cannot be bound by a budget or an estimate except to the extent expressly agreed to in writing. By your acceptance of our representation, you acknowledge that the firm has made no promises about any outcome, and that any opinion offered, or estimated budget provided by the firm or any of its attorneys will not constitute a guaranty.

Payor and Unconditional Guarantee. The City has unconditionally agreed to pay the invoices for services and costs directly to us subject to the terms of this Engagement.

Fees and Expenses. Based upon our understanding of the duties we will undertake and the time we anticipate devoting to this Engagement, we propose a flat fee of not to exceed \$31,000 for the preparation of the proposed documents necessary under the TIF Act. We will notify you in the event that circumstances are such that it appears that we will exceed that amount.

Conflicts and Potential Conflicts. Butler Snow represents many political subdivisions, companies and individuals. It is possible that during the time that we are representing you, one or more of our present or future clients will have transactions with you. We do not believe that such representation, if it occurs,



will adversely affect our ability to represent you as provided in this letter, either because such matters will be sufficiently different so as to make such representations not adverse to our representation of you, or because the potential for such adversity is remote or minor and outweighed by the consideration that it is unlikely that advice given to the other client will be relevant to any aspect of the engagement. Execution of this letter will signify your consent to our representation of others consistent with the circumstances described in this paragraph.

Termination of Engagement. We appreciate the opportunity to serve as your attorneys and look forward to a long professional and mutually beneficial relationship; however, in the event you become dissatisfied with any aspect of our relationship, work, or the fees charged, we encourage you to bring such concerns to our attention immediately. It is our belief that most problems can be resolved by a good faith discussion between us. Nonetheless, you may terminate this representation at any time by reasonable written notice to us, but you will be obligated to pay our fees for services provided pursuant to this Engagement Letter through the date on which you terminate our services. We may withdraw from this representation at any time and for any reason to the extent permitted by the applicable ethical rules, including your failure to pay any bill when due. In the event of our withdrawal, we will be entitled to payment for all fees for services provided before the date of our withdrawal. We also will be entitled to reimbursement of any costs and expenses paid or incurred on your behalf up to the date of withdrawal or discharge. In the event of our withdrawal or discharge, we will be entitled to apply any retainer amount being held by the firm to payment of any outstanding fees and expenses.

Notwithstanding the foregoing, 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 you and Butler Snow with respect to the scope of services to be provided to you. By signing below, you acknowledge that this letter has been carefully reviewed and its content understood and that you agree 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 Engagement Letter 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 Engagement Letter 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.

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

Very truly yours,

Butler Snow LLP



Elizabeth Lambert Clark

**ACKNOWLEDGED BY THE CITY OF TUPELO, MISSISSIPPI**

**I am authorized to execute, have read and understand, and acknowledge the above Engagement Letter and its contents, including the fee and billing arrangements.**

**City of Tupelo, Mississippi**

**By:** \_\_\_\_\_  
**Mayor**

**Date:** \_\_\_\_\_