

June 11, 2024

Mississippi Development Bank  
Attn: Larry W. Mobley, Executive Director  
735 Riverside Drive, Suite 300  
Jackson, MS 39202

City of Tupelo, Mississippi  
Attn: Kimberly W. Hanna, Chief Financial Officer  
71 East Troy Street  
Tupelo, MS 38804

Re: IRS Audit of the Mississippi Development Bank Special Obligation Bonds (Tupelo, Mississippi General Obligation Bond Project), Series 2017 (the “**Bonds**”)

Dear Larry:

This letter confirms the engagement of Butler Snow LLP (hereinafter the “**Firm**”) by the Mississippi Development Bank (the “**Issuer**”) to represent the Issuer with respect to an audit by the Internal Revenue Service regarding the above-referenced Bonds, the proceeds of which were loaned by the Issuer to City of Tupelo, Mississippi (the “**City**”) to finance certain authorized projects (the “**Examination**” and the “**Engagement**,” respectively). We will be honored to serve as your legal counsel on this Engagement. Firm policy requires an engagement letter with every representation. Accordingly, the terms and conditions of our representation are set forth as follows:

1. *Engagement*

During the Engagement, we expect to perform the following duties:

- (a) Provide the Issuer with all general legal advice pertaining to the resolution of the Examination.
- (b) Draft, review and file various documents and materials that are necessary for the resolution of the Examination.

Our representation shall be as legal counsel to the Issuer and to render legal advice and services to the Issuer with respect to the Examination. In addition, while we will provide the Issuer with our recommendation as to courses of action available, the final decision on any issue is entirely the Issuer’s decision. We are entering into the Engagement with the understanding that the Issuer acknowledges that: (i) the Firm is providing legal services only in connection with the

Examination and such other additional legal services specifically referred to the Firm by the Issuer, which we may ask the Issuer to confirm in writing; and (ii) the Firm is acting neither as the Issuer's general counsel nor has an affirmative duty to provide legal service to the Issuer other than as described in this sentence. In the course of the Engagement, we may consult with third parties familiar with the Bonds, including the underwriter and other financing participants listed on the Closing Memorandum dated the date of issuance and delivery of the Bonds.

## 2. *Fee Arrangement*

In connection with our services pertaining to the Engagement, we will bill the City on a monthly basis for services rendered to the City and the Issuer at our standard hourly rates given below and shall send a copy of each bill to the Issuer. Pursuant to the terms of this letter, the City will pay each bill directly to the Firm. The Firm's recourse for any payments with respect to the Engagement is solely to the City.

The payment by the City of the attorneys' fees and costs does not give the City the right to interfere, in any way, with the attorney-client relationship of the Issuer and the Firm, or to make any decisions with regard to the Issuer's handling of the Examination during the Engagement.

We anticipate that the primary representation will be done by Rene Moore, whose hourly rate is \$510, Elizabeth Clark, whose hourly rate is \$470 and Courtney Diguardi, whose hourly rate is \$335. We account for time in one-tenth of an hour increments for the attorney, paralegal, clerks or other legal assistants performing the services.

In the event that the scope of the Engagement changes substantially or extraordinary matters occur which are not presently contemplated, we will seek a mutual agreement with you as to the revised nature of our services and the charges therefor.

If the Engagement will require the Firm to deliver legal opinions (which we do not expect will be the case), an additional charge for the delivery of such opinions will be charged to the City as reasonably determined by the Firm on a case-by-case basis.

## 3. *Costs, Expenses and Disbursements*

With respect to out-of-pocket expenses, we charge only for those expenses which are not routine or which vary greatly according to the needs of the individual client. Under this policy, we do not charge for many routine expenses such as routine electronic research, long-distance charges within the continental United States, fax charges, local delivery charges, and routine postage. Of course, for non-routine expenses and costs normally associated with representations of this kind, we will bill you. These include actual charges for travel expenses, FedEx deliveries, preparation/copying of closing transcripts, and the like. Larger disbursements which you authorize will either be requested in advance or will be forwarded directly to you for payment. It is our goal that our bills are easy to understand and reflect appropriate charges for the value our services provide. We are attaching a copy of Butler Snow's Standard Billing Terms and Charges for Expenses which sets forth details of our expense charges and additional terms and conditions of

our representation, all of which are incorporated herein by reference. These Standard Billing Terms and Charges for Expenses are applicable to our representation of the Issuer, unless expressly modified in writing.

4. *Billing and Payment*

The Firm will submit to both the Issuer and the City itemized monthly bills for services rendered and any expenses and disbursements incurred during the previous month. All such bills are due and payable by the City within fifteen (15) days of the billing date, unless otherwise indicated on the billing statement. The Firm acknowledges and agrees that all amounts due and payable hereunder shall be paid by the City and not by the Issuer.

5. *Termination*

The Issuer shall have the right to discharge the Firm at any time without cause. In the event of any such action, the Issuer shall so notify the Firm and the City in writing. Upon any such termination, all fees and disbursements due and owing to us shall be immediately paid by the City.

6. *Conflicts of Interest*

Both the Issuer and the City, through the execution by each of this Engagement Agreement, acknowledge that the respective interests of the Issuer and the City could potentially become adverse during the course of the Engagement. While we do not anticipate that the interests of the Issuer and the City will become adverse during the course of the Engagement, in the event that the interests of the Issuer and the City do become adverse, the Issuer and the City hereby may waive any such conflict of their respective interests to the extent permitted by the Mississippi Rules of Professional Conduct.

7. *Records*

At your request, papers and property furnished by you to us will be returned promptly upon receipt of payment for our currently outstanding fees and expenses. We will retain our own files, including lawyer work product; however, the Issuer and the City may obtain copies of such files. For various reasons, including the minimization of unnecessary storage expenses, we may dispose of any documents or other materials retained by us after the termination of the Engagement.

8. *Amendment*

This Engagement Agreement may be amended only in writing signed by all parties.

9. *No Third-Party Beneficiaries*

This Engagement Agreement is for the benefit of the Issuer, the City, and the Firm and neither this Engagement Agreement nor the performance of this Engagement Agreement shall create any rights in any other person. There are no third-party beneficiaries to this Engagement

Agreement (other than the Issuer and the City).

10. *Applicable Law*

This Engagement Agreement shall be construed, interpreted and governed by the laws of the State of Mississippi without regard to the principles of conflicts of law.

[Remainder of this page is intentionally left blank; signature page to follow.]

We look forward to working with you. If you have any questions, please do not hesitate to contact the undersigned, Elizabeth Clark at 601-985-4406. Please execute each copy of this letter, return one copy to the undersigned in the enclosed self-addressed, stamped envelope and keep the other enclosed copy for your files.

Very truly yours,

BUTLER SNOW LLP

By \_\_\_\_\_  
Elizabeth Clark

ACCEPTED AND APPROVED AS OF THE  
DATE SET FORTH ABOVE:

MISSISSIPPI DEVELOPMENT BANK

By: \_\_\_\_\_  
Name:  
Its:

ACCEPTED AND APPROVED AS OF THE  
DATE SET FORTH ABOVE:

CITY OF TUPELO, MISSISSIPPI

By: \_\_\_\_\_  
Name:  
Its: