

February 20, 2017

Oktibbeha County Board of Supervisors
c/o Orlando Trainer
President of Board of Supervisors
P.O. Box 80285
Starkville, MS 39759

Re: Engagement Letter –OCH Regional Medical Center

Dear Board of Supervisors:

On behalf of the firm, I want to thank the Oktibbeha County Board of Supervisors (the “County Board”) for choosing us to represent Oktibbeha County, Mississippi (the “County”) in connection with the County Board’s consideration of a potential sale or lease of OCH Regional Medical Center (the “Hospital”). We are honored to serve as counsel to the County in this matter.

I would like to take this opportunity to confirm the terms of our representation. With respect to our representation hereunder, we intend to coordinate our work with Jackson Brown, Esq., the County Board attorney, and Emily Garrard, the County Administrator, unless otherwise directed by the County Board. We will advise the County in all matters related to the proposed sale/lease transaction, including ensuring compliance with the Mississippi community hospital statutes, drafting a request for proposal and negotiating and drafting definitive agreements related to the consummation of the sale/lease transaction or such other arrangements as the County Board may determine. As may be directed by the County Board, we will assist and support other professionals hired by the County in connection with the evaluation of options and request for proposal and selection process as well as advise you with respect to such other related matters typically involved in similar sale/lease transactions and negotiations.

Although Johnny Healy and I will be the primary contact with the County in this matter, John England and Ryan O’Beirne will also be involved in various aspects of this representation on your behalf. In addition, we will have attorneys available to represent the County if any matters arise in other areas of law such as employee benefits/retirement, public finance/bonds, healthcare regulatory, real estate or environmental. These attorneys will only be involved if their participation is needed to render certain required expertise to ensure the most effective and cost-efficient representation. We also may use paralegals and other non-lawyer personnel to minimize expense.

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BUTLER SNOW LLP

We will bill the County for our services on a monthly basis based on the amount of time that we devote to this matter. Time is billed in increments of one-tenth (.10) of an hour. Our fees will be charged at the billing rates in effect for each attorney, paralegal or other provider of services at the time such service is rendered. Current rates for the above referenced attorneys are set forth on Exhibit A hereto, and other attorneys who may work on this matter will be billed at comparable rates based on their expertise and experience. Our billing rates are subject to adjustment from time to time by the firm.

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. A more complete statement of our policy of charging for expenses is set forth on the attached sheet. For non-routine expenses and costs payable to third parties incurred on your behalf, we will bill the County. These include actual charges for filing fees, FedEx deliveries, and the like.

As we all recognize, from time to time circumstances develop under which a transaction of this nature is abandoned or for whatever reason does not materialize as the parties intended; however, our bills for work we have performed and expenses that have been incurred will be due and payable in full whether or not the above-referenced transaction closes.

Our engagement will be terminable at will by either of us, subject to payment of all fees for services performed and costs advanced through the date of termination.

I trust that this letter accurately reflects the terms of our representation. If it does not, please advise immediately; otherwise, please confirm your agreement to Butler Snow's representation of the County on the terms set out herein by signing and returning to me the enclosed duplicate original of this letter.

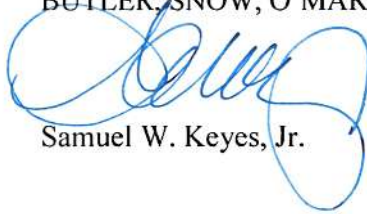
If at any time you have any questions about this letter, billing or our engagement, please do not hesitate to contact me. Your satisfaction with our firm's representation is very important and we are always open to discuss your expectations in that regard.

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On behalf of the firm, I want to thank you again for selecting us to represent Oktibbeha County and look forward to working with you on this matter.

Very truly yours,

BUTLER, SNOW, O'MARA, STEVENS & CANNADA, PLLC



Samuel W. Keyes, Jr.

SWK:kr

AGREED TO AND APPROVED:

OKTIBBEHA COUNTY BOARD OF SUPERVISORS

By: _____
Name: Orlando Trainer
Title: President of Board of Supervisors
Date: _____

Exhibit A

Samuel W. Keyes, Jr. (Bond Financing)	\$375
Johnny Healy (Sale/Lease Transaction)	\$360
Ryan O'Beirne (Sale/Lease Transaction)	\$260