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August 14, 2026

Via Email

Mr. Norman A. Cannady, Jr.
Madison County Tax Assessor
171 Cobblestone Drive
Madison, MS 39110
norman.cannady@madison-co.com

Re: Engagement for Services

Dear Mr. Cannady:

We are pleased that you have asked the firm to serve as your counsel. This letter will confirm our discussion with you regarding engagement of this firm and will describe the basis on which we will provide legal services to the Madison County Office of Tax Assessor. If you agree, and if approved by the Madison County Board of Supervisors, please sign this letter in the space provided below and return it to me. If you have any questions about these provisions, or if you would like to discuss possible modifications, do not hesitate to call. The firm's representation will begin upon your execution of the agreement and approval of the same by the Madison County Board of Supervisors by having the agreement spread upon their minutes as required by law. Again, we are pleased to have the opportunity to serve you.

1. Client; Scope of Representation. Our client in this matter will be the Madison County Office of Tax Assessor (the "Tax Assessor" or "you"). We will be engaged to advise the Tax Assessor in connection with property tax issues, related disputes, and other disputes. I will have primary responsibility for the representation, and I will utilize other firm lawyers and legal assistants as I believe appropriate under the circumstances. It is our understanding that you, Norman A. Cannady, Jr., in your official capacity as Tax Assessor of Madison County, will communicate with and direct the firm on the Tax Assessor's behalf.
2. Term of Engagement. Either of us may terminate the engagement at any time for any reason by written notice, subject on our part to applicable rules of professional conduct and rules of court. In the event we terminate the engagement, we will take steps as are reasonably practicable to protect your interests. The termination of the engagement will not affect the Tax Assessor's responsibility for payment of outstanding statements and accrued fees and expenses incurred before termination or incurred thereafter in connection with an orderly transition of the matter.

3. Conclusion of Representation; Retention and Disposition of Documents. Unless previously terminated, our representation of the Tax Assessor will terminate upon our sending you our final statement for services rendered in this matter. Following such termination, any otherwise non-public information you have supplied to us which is retained by us will be kept confidential in accordance with applicable rules of professional conduct. At your request, your papers and property will be returned to you promptly upon receipt of payment for outstanding fees and costs. Our own files pertaining to the matter will be retained by the firm. These firm files include, for example, firm administrative records, time and expense reports, personnel and staffing materials, and credit and accounting records; and internal lawyers' work product such as drafts, notes, internal memoranda, and legal and factual research, including investigative reports, prepared by or for the internal use of lawyers. All such documents retained by the firm will be transferred to the person responsible for administering our records retention program. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to destroy or otherwise dispose of any such documents or other materials retained by us within a reasonable time after the termination of this agreement.
4. Post-Engagement Matters. You are engaging the firm to provide legal services in connection with the matter described above. After completion of the matter, changes may occur in the applicable laws or regulations that could have an impact upon your future rights and liabilities. Unless you engage us after completion of the matter to provide additional advice on issues arising from the matter, the firm has no continuing obligation to advise you with respect to future legal developments.
5. Fees and Expenses. Our fees will be based on the following schedule, which are reduced rates being offered to your office for this specific engagement:

Senior Partners (including Sam Kelly, Sheldon Alston, and Cody Bailey) will be billed at \$425 per hour; Junior Partners (including Kyle Williams and Jacob Bradley) will be billed at \$375 per hour; Associates (including Zach Smith, Kaelyn Mack, and Allison Dooling) will be billed at \$325 per hour; and any Paralegals will be billed at \$150 per hour.

We will include on our statements separate charges for expenses actually incurred for photocopying, messenger and delivery service, computerized research, travel, long-distance telephone and telecopy, search and filing fees, and the like. Fees and expenses of others (such as consultants, appraisers, experts, and special counsel) generally will not be paid by us, but will be billed directly to you.

Statements normally will be rendered monthly for work performed and fees and expenses recorded on our books during the previous month. Payment is due promptly upon receipt of our statement. If any statement remains unpaid for more than 60 days, we may suspend performing services for you until arrangements satisfactory to us have been made for payment of outstanding statements and the payment of future fees and expenses. We reserve the right to charge interest at the

rate of eight percent (8%) per annum (or the maximum rate allowed by Mississippi law if lower) on any unpaid amounts 60 or more days past due.

The fees and costs to be incurred by the Tax Assessor are not predictable. Accordingly, we have made no representation or commitment concerning the maximum fees and costs that will be necessary to resolve or complete this matter or that might be incurred in the future in connection with other matters. Any estimate of fees and costs that we may have discussed or in the future may discuss represents only an estimate of such fees and costs. Payment of the firm's fees and costs is in no way contingent on the ultimate outcome of the matter.

6. Client Responsibilities. You agree to cooperate fully with us and to provide promptly all information known or available to you relevant to our representation. You also agree to pay our statements for services and expenses in accordance with paragraph 5 above.
7. Conflicts. Your office is aware that the firm represents many other companies and individuals. It is possible that during the time that we are representing the Tax Assessor, some of our present or future clients will have disputes or transactions with the Tax Assessor. You agree that the firm may continue to represent or may undertake in the future to represent existing or new clients in any matter that is not substantially related to our work for you even if the interests of such clients in those other matters are directly adverse to those of the Tax Assessor. You understand that by undertaking this representation, the firm is not waiving its right to continue to represent other clients that are now or may in the future become adverse to the Tax Assessor, whether in litigation, transactions, or other legal matters. We agree, however, that your prospective consent to conflicting representation contained in the preceding sentence shall not apply in any instance where, as a result of our representation of you, we have obtained proprietary or other confidential information of a non-public nature that, if known to such other client, could be used in any such other matter by such client to your material disadvantage.
8. Responses to Legal Process. We may be requested by you, or compelled by a governing regulation or legal process, to give testimony or produce documents with respect to services performed pursuant to this Agreement. If any such request is made that is not expressly authorized by you, the firm will cooperate with and assist you in asserting and preserving the attorney-client privilege, in a manner and to the extent consistent with the Mississippi Rules of Professional Responsibility. In either event, if we are not a party to the proceeding in which the information is sought, you agree to reimburse us for our reasonable professional time and expenses incurred in responding related to such request, whether such request arises during or after the course of our representation of you.

Mr. Norman A. Cannady, Jr.
Madison County Tax Assessor
August 14, 2026
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Once again, we are pleased to have this opportunity to work with you. Please call me if you have any questions or comments during the course of our representation.

Sincerely,

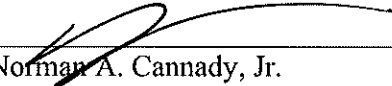
s/ Cody C. Bailey

Cody C. Bailey

BRUNINI, GRANTHAM, GROWER & HEWES, PLLC

AGREED AND ACCEPTED:

Madison County Tax Assessor

By: 
Norman A. Cannady, Jr.