

North Sunflower Medical Center
Board of Trustees
Regular Meeting Minutes
27 May 2020

BE IT REMEMBERED that the Chairman and the Board of Trustees of North Sunflower Medical Center, Ruleville, Sunflower County, Mississippi, met in their Regular Meeting on Wednesday, 27 May 2020, when and where the following were present:

Billy Joe Waldrup, Chairman and Trustee; H. T. Miller, III, Vice Chairman and Trustee; Bobbie Bounds Allen, Secretary and Trustee; Willie M. Burton and Phil McNeer, Trustees; Billy Marlow, Executive Director; Daniel Ceja, CEO; Sam Miller, COO; Rodney Clark CAO; Jennifer Baughman, Accounting Director; Arie Chandler, Administrative Assistant; Sandra Britt, Administrative Assistant; and Lawson Holladay, Esquire.

Mr. Waldrup called the meeting of the Board of Trustees to order at noon and asked Mr. Burton to open the meeting with a word of prayer. The minutes of the 22 April 2020 Regular Board Meeting were approved as distributed by motion offered by Mr. H.T. Miller, III and seconded by Mr. Willie Burton and unanimously approved.

The minutes of the 29 April 2020 Called Tele-Conference Board Meeting were approved as distributed by motion offered by Mrs. Bobbie Allen, seconded by Mr. H.T. Miller, III, and unanimously approved.

The first order of New Business was to discuss a Resolution that would authorize the refunding of prior bonds for the Hospital. Lawson Holladay reported that he has shared telephone calls and emails with the Bonds Counsel and Underwriter as well as Johnny McWilliams, Attorney for the Sunflower County Board of Supervisors, to gather information on how the refunding of prior bonds would help the Hospital. Lawson shared a Debt Service Comparison from the Underwriter that showed by refunding the prior bonds, the Hospital would save \$204,174.81. The Total Net Savings will average approximately \$20,000.00 per year due to the interest rate being lower. We will not be extending the bond maturity, only restructuring the bonds. State Law requires that the refunding should result in an overall savings of 2%. The Underwriter showed that the Hospitals savings will be 7%. After discussion, the following motion was made:

MOTION: I move to approve the Refunding of prior bonds for the Hospital as according to the Resolution attached hereto.

Maker: H.T. Miller, III

Secunder: Willie Burton

Motion Unanimously Adopted

The next order of New Business was to review the Initial Credentialing applications for Dale "Pete" Hotard, III, CRNA and Michelle Lowery, CRNA. Both Allied Health Professionals will be contract and will work on an as needed basis in the Hospital's outpatient surgery department. The applicants' education and training, professional references, employment history, and license were verified, and queries from the National Practitioner Data Bank and the OIG were reviewed. Their initial term will be for a period of one year at which time they will be permitted to apply for a two-year term. The applications and additional information were carefully reviewed and after discussion the following motion was made:

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MOTION: I move to approve the initial appointments and privilege requests of Dale "Pete" Hotard, III, CRNA and Michelle Lowery, CRNA for a period of one year ending 31 May 2021 and at that time they be permitted to apply for a two-year term.

Maker: Phil McNeer

Second: Bobbie Allen

Motion Unanimously Adopted

The next order of New Business was to review the Re-appointment applications for one Physician and one Allied Health Professional for two year terms. The applications and Data Bank queries of both Providers were reviewed and discussed and the following motion was made:

MOTION: I move to accept the re-appointment applications for Khaled Abu-Hamdan, M.D. (Contract Psychiatrist) and Robert Paul Carpenter, CRNA (Contract/PRN) and that they each be approved for a two year term ending 31 May 2022.

Maker: Phil McNeer

Second: Willie Burton

Motion Unanimously Adopted

At this time, Jennifer Baughman presented the financial information for April as attached to the minutes. The entire facility has a cash balance of \$18.4 Million, total assets of \$47.8 Million, and a total liabilities and fund balance of \$47.8 Million. The Hospital's Gross Revenue was \$6 Million for the month and \$50 Million year to date. The Hospital had a Net Loss of (\$304,316) for the month and a Year to Date Net loss of (\$507,302). Jennifer reported that we received a \$1.9 Million stimulus payment that had we not received we would have shown a \$2.2 Million loss. Hospice had a Net Income of \$35,362 for the month and a Year to Date Net Income of \$202,572. Sunflower Diagnostic Center had a Net loss of (\$684) for the month and a Year to Date Net Income of \$23,782. Simply Sunflower had a Net Loss of (\$1,906) for the month and a Year to Date Net Loss of (\$5,235). Sunflower DME had a Net Income of \$28,649 for the month and a Year to Date Net Income of \$200,239. NSMC Pharmacy had a Net loss of (\$3,056) for the month and a Year to Date Net Income of \$241,652. The Rural Health Clinic had a Net loss of (\$198,034) for the month and a Year to Date Net Income of \$181,411. NSMC as a whole showed a Net Loss of (\$249,069) for the month and a Year to Date Net Income of \$133,051.

Daniel reported that we received a \$1.9 Million stimulus payment in April and a \$4.4 Million stimulus payment in May. We have been approved for the PPP Loan in the amount of \$4.3 Million but have not received it due to pending confirmation from the SBA. We are required to document how the money is used and we are doing so.

At this time, Mr. Waldrup asked for an update on the purchase of Haire Drug Center, LLC. Mr. Marlow reported that we have moved forward with the purchase and will take ownership on July 1, 2020. We are currently working on getting everything in order so we will be ready to bill when we take over on July 1.

Daniel Ceja gave the Administrator's report as follows:

The COVID 19 team that Administration put in place several months ago has worked extremely well. The main goal of the team was to ensure that we were doing everything in our power to protect our patients and employees. We are continuing to order PPE, storing some in the old screen team building downtown, and keeping inventory of what we have so we will be prepared if we are hit with another round of COVID in the fall. The COVID Unit will remain open until we feel there is no longer a

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need for it. At this time we have no positive patients in the hospital or Walter B Crook Nursing Facility and 2 presumptive patients.

Next, Daniel reported that we had a Ransomware attack several weeks ago that caused all computer systems to be shut down for one week. Our Cyber Insurance Carrier was contacted and they along with Roger Goss, CIO, and NSMC's IT team, played a tremendous role in getting our files released from the attacker and getting us back up and going. The issue has been resolved and we are waiting on the final forensics report from the Carrier. There was no HIPAA violation that resulted from this attack. We are working with the insurance carrier to put into place additional antivirus software in an attempt to keep this from happening again.

The screening tent outside of the RHC has been taken down and patients are now being screened in the hallway between the retail Pharmacy and the Clinic. The Pharmacy will remain as a drive through at least until the end of May. We are in the process installing a protective glass in the check-out area of the Pharmacy to help protect our employees from coming in contact with COVID. We will continue to follow the State and CDC guidelines.

Sam Miller reported that last week all of the Walter B Crook residents and employees were tested for COVID 19, per the Governor's orders. The MSDH wanted to send the National Guard in to test everyone but we opted to do the testing ourselves. So far all tests have been reported as negative. We were proactive in preparing for this pandemic and at an early time stopped all visitations; only allowed Nursing Home employees to enter the Nursing Home, and required that our employees that have more than one place of employment only work at one facility.

Rodney Clark gave the Quality Assurance Report as follows:

As of today, there have been a total of 719 COVID tests done with 643 being negative and 76 being positive. We currently have one presumptive patient in the COVID Unit and no positive patients in Walter B Crook Nursing Facility or the Hospital.

Upon Motion made by Phil McNeer and seconded by H.T. Miller, III, the Board adjourned at 12:48 P.M., subject to the call of the Chairman.

Billy Joe Waldrup, Chairman

Bobbie Bounds Allen, Secretary

There came on for consideration the matter of providing for the issuance of certain debt by and for the benefit of North Sunflower Medical Center District, and, after a discussion of the subject matter, Trustee H.T. Miller III offered and moved the adoption of the following resolution:

RESOLUTION OF THE BOARD OF TRUSTEES OF NORTH SUNFLOWER MEDICAL CENTER DISTRICT AUTHORIZING AND DIRECTING PREPARATIONS FOR THE ISSUANCE OF ONE OR MORE SERIES OF GENERAL OBLIGATION BONDS BY THE SUNFLOWER COUNTY, MISSISSIPPI BOARD OF SUPERVISORS ON BEHALF OF THE NORTH SUNFLOWER MEDICAL CENTER DISTRICT FOR THE PURPOSE OF REFUNDING CERTAIN OUTSTANDING INDEBTEDNESS REGARDING PREVIOUSLY FINANCED CAPITAL PROJECTS; AND FOR RELATED PURPOSES.

WHEREAS, Sunflower County, Mississippi (the "County"), owns the North Sunflower Medical Center District (the "Hospital"), which Hospital is operated by its Board of Trustees (the "Governing Body") pursuant to the statutory District of Sections 41-13-1 *et seq.* of the Mississippi Code of 1972, as amended and/or supplemented from time to time (the "Hospital Act"); and

WHEREAS, the Governing Body is authorized under the provisions of Section 41-13-35(5)(k) of the Hospital Act to borrow money and enter into other financing arrangements for community hospital and related purposes, provided that the County specify by resolution the maximum borrowing of the District of its Governing Body; and

WHEREAS, the Governing Body desires to obtain certain moneys that will be used to (1) defease and current refund all of the North Sunflower Medical Center District's outstanding \$3,000,000 (original aggregate principal amount) General Obligation Hospital Bonds, Series 2009 dated September 16, 2009 (the "2009 Bonds") as issued by the North Sunflower Medical Center District (the "District") for the benefit of the Hospital, the "Prior Obligation") as issued by the District for the benefit of the District (the "Refunding Project"), and (2) pay certain expenses incurred in connection with the issuance of the Series 2020 Bonds (as defined herein) (together, (1) and (2) constitute the "Project"); and

WHEREAS, the District is authorized by Sections 41-73-41, Mississippi Code of 1972, as amended, to issue its refunding bonds for the purpose of refinancing outstanding obligations, including the Prior Obligation; and

WHEREAS, Sections 41-73-1 *et seq.* of the Mississippi Code of 1972, as amended (together with the Hospital Act, the "Act"), authorizes the District, among other things, to issue bonds and loan the proceeds thereof to the Hospital, to provide for the terms and details of such bonds, to sell such bonds at public or private sale (which sale shall be on such terms and in such manner as the District and the Governing Body shall determine to be in the Hospital's best interest), to make arrangements for the retirement of certain outstanding obligations of the Hospital which are to be refinanced with the proceeds of such bonds and to make other arrangements relating to such bonds; and

Underwriter, the District and County are hereby requested to acknowledge and execute the attached G-17 letter ("G-17") and IRMA Disclosure ("Disclosure"), attached hereto as **EXHIBIT B**.

SECTION 6. The Representatives, Bond Counsel, the Underwriter and Counsel are each hereby authorized and directed to carry out their respective responsibilities as set forth in this resolution, including, without limitation, discussion with municipal market participants regarding advantageous financing structures for the sale of the Series 2020 Bonds; provided that (a) none of the actions of the Representatives, Bond Counsel, the Underwriter or Counsel shall be binding on the District or County unless and until approved and ratified by the Governing Body and/or County at a subsequent meeting duly called and held; and (b) the Series 2020 Bonds shall not be issued unless all of the requirements of the Act are satisfied.

SECTION 7. The Representatives are hereby authorized to consult with Bond Counsel, the Underwriter, the Underwriter's counsel or Counsel in connection with proposed alternative financing structures and preliminary documentation in connection with the refunding of the Prior Obligation and the sale and issuance of the Series 2020 Bonds.

SECTION 8. Bond Counsel is hereby authorized and directed to prepare the form of all legal documents necessary or appropriate for the sale and issuance of the Series 2020 Bonds, to provide for the disposition of the proceeds thereof and to effect the financing of the Project.

SECTION 9. Bond Counsel, the Underwriter and Counsel are hereby further authorized and directed to provide such advice and assistance as shall be requested by the Representatives in connection with the Representatives fulfilling their duties under this resolution.

SECTION 10. All orders, resolutions or proceedings of the Governing Body in conflict with the provisions of this resolution shall be and are hereby repealed, rescinded and set aside, but only to the extent of such conflict.

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Trustee Willie M. Barton seconded the motion to adopt the foregoing resolution, and the question being put to a roll call vote, the result was as follows:

Trustee Billy Joe Waldrup	Voted: <u>Aye</u>
Trustee H. T. Miller, III	Voted: <u>Aye</u>
Trustee Bobbie Bounds Allen	Voted: <u>Aye</u>
Trustee Willie M. Burton	Voted: <u>Aye</u>
Trustee Phil McNeer	Voted: <u>Aye</u>

The motion having received the affirmative vote of a majority of the members of the Governing Body present, being a quorum of said Governing Body, the Chairman declared the motion carried and the resolution adopted this the 27th day of May, 2020.

(SEAL)

Bobbie G. Allen
Secretary of the Board of Trustees

B. J. Waldrup
Chairman of the Board of Trustees of
North Sunflower Medical Center District

The Board of Supervisors of Sunflower County, Mississippi (the "County"), took up for consideration the matter of authorizing the issuance of General Obligation Hospital Refunding Bonds by the North Sunflower Medical Center District, Sunflower County, Mississippi (the "District"). After a discussion of the subject, Supervisor Donald offered and moved the adoption of the following resolution:

RESOLUTION DECLARING THE INTENTION OF THE BOARD OF SUPERVISORS OF SUNFLOWER COUNTY, MISSISSIPPI, ACTING FOR AND BEHALF OF THE NORTH SUNFLOWER MEDICAL CENTER DISTRICT, SUNFLOWER COUNTY, MISSISSIPPI, TO AUTHORIZE THE ISSUANCE OF GENERAL OBLIGATION HOSPITAL REFUNDING BONDS, SERIES 2020 (THE "BONDS") ON BEHALF OF THE NORTH SUNFLOWER MEDICAL CENTER DISTRICT, SUNFLOWER COUNTY, MISSISSIPPI FOR THE PURPOSE OF PROVIDING FUNDS FOR THE REFUNDING OF THE NORTH SUNFLOWER COUNTY MEDICAL CENTER DISTRICT GENERAL OBLIGATION HOSPITAL BONDS, SERIES 2009, DATED SEPTEMBER 16, 2009, ISSUED IN THE ORIGINAL PRINCIPAL AMOUNT OF \$3,000,000; AND RELATED MATTERS.

WHEREAS, the Board of Supervisors of Sunflower County, Mississippi (the "Board" of the "County"), acting for and on behalf of the North Sunflower Medical Center District, Sunflower County, Mississippi (the "District"), hereby finds, determines, adjudicates and declares as follows:

1. The County, acting for and on behalf of the District has determined that the County can realize financial benefits by refunding or restructuring the outstanding General Obligation Hospital Bonds, dated as of September 16, 2009, issued in the original principal amount of \$3,000,000.

2. It is necessary and in the public interest for the County to negotiate for the sale of Hospital Refunding Bonds, Series 2020 of the District (the "Refunding Bonds").

3. That in order to undertake the analysis and prepare the necessary resolutions and documents for the sale and issuance of the Refunding Bonds it is in the best interest of the County to authorize Butler Snow LLP, Ridgeland, Mississippi, as bond counsel (the "Bond Counsel"); Townsend, McWilliams & Holladay, Drew, Mississippi, as counsel to the County (the "County Counsel") and Duncan-Williams, Inc., Memphis, Tennessee, as Underwriter (the "Underwriter") to prepare and distribute such resolutions and documents necessary in order to facilitate the sale and issuance of such Refunding Bonds subject to the approval of the Governing Body of the County.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD, ACTING FOR AND ON BEHALF OF THE DISTRICT, AS FOLLOWS:

SECTION 1. The Board hereby declares its intention to issue the Refunding Bonds, Series 2020 to raise money for the purpose of providing funds for (i) the refunding of the North

Sunflower Medical Center District General Obligation Hospital Bonds, Series 2009, dated September 16, 2009, issued in the original principal amount of \$3,000,000 and (ii) paying the costs of issuance.

SECTION 2. The Board herein employs Butler Snow LLP, Ridgeland, Mississippi, as Bond Counsel, Townsend, McWilliams & Holladay, Drew, Mississippi, as County Counsel and Duncan-Williams, Inc., Memphis, Tennessee, as Underwriter in connection with the sale and issuance of the Refunding Bonds, and authorizes them to prepare the necessary resolutions and offering documents for the sale and issuance of the Refunding Bonds subject to the approval of the Governing Body of the County. The fees and expenses of Bond Counsel and Municipal Advisor are contingent on the sale and issuance of the Refunding Bonds.

SECTION 3. The terms of employment for Bond Counsel are set forth in the engagement letter (the "**Engagement Letter**") attached hereto as **EXHIBIT A**. All provisions of the Engagement Letter, when executed as hereinafter authorized, shall be incorporated herein, and shall be deemed to be part of this resolution fully and to the same extent as if separately set out verbatim herein. The form of the Engagement Letter and the execution thereof by the President of the Governing Body is hereby approved and authorized.

SECTION 4. In connection with the employment of the Underwriter, the County is hereby requested to execute the attached G-17 letter ("G-17") and IRMA Disclosure ("**Disclosure**"), attached hereto as **EXHIBIT B**. The form of the G-17 and Disclosure and the execution thereof by the President of the Governing Body or Chancery Clerk of the County is hereby approved and authorized.

SECTION 5. All orders, resolutions or proceedings of this Governing Body in conflict with the provisions of this resolution shall be and are hereby repealed, rescinded and set aside, but only to the extent of such conflict.

SECTION 6. For cause, this resolution shall become effective immediately upon the adoption thereof.

Supervisor Clark seconded the motion to adopt the foregoing resolution, and the question being put to a roll call vote, the result was as follows:

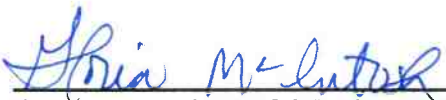
Supervisor Glenn Donald	voted: <u>Aye</u>
Supervisor Riley Rice	voted: <u>Aye</u>
Supervisor Ben Gaston	voted: <u>Aye</u>
Supervisor Anthony Clark	voted: <u>Aye</u>
Supervisor Gloria Dickerson	voted: <u>Aye</u>

The motion having received the affirmative vote of a majority of the members present, the President of the Board declared the motion carried and the resolution adopted, on this the 1st day of June, 2020.



PRESIDENT, BOARD OF SUPERVISORS

ATTEST:



GLORIA MCINTOSH, CLERK,
BOARD OF SUPERVISORS



EXHIBIT A
ENGAGEMENT LETTER

EXHIBIT B

UNDERWRITER G-17 LETTER AND DISCLOSURE

EXHIBIT A
ENGAGEMENT LETTER

BUTLER | SNOW

May 26, 2020

Sunflower County, Mississippi
Board of Supervisors
200 Main Street
Indianola, Mississippi 38751

North Sunflower Medical District
Board of Trustees
840 N. Oak Avenue
Ruleville, Mississippi 38771

Re: North Sunflower Medical Center District, Sunflower County, Mississippi (the "**County**") General Obligation Hospital Refunding Bonds, Series 2020 (the "**Bonds**")

Dear Gentlemen:

The purpose of this engagement letter is to set forth certain matters concerning the services we will perform as bond counsel to the County in connection with the issuance of the above-referenced Bonds. We understand that the Bonds are being issued for the purpose of providing funds for the refunding of all or a portion of the \$3,000,000 (original principal amount) North Sunflower Medical Center District, Sunflower County, Mississippi General Obligation Hospital Bonds, Series 2009, dated September 16, 2009 (the "**2009 Bonds**") (the "**Refunding Project**"), and paying for costs of issuance of the Bonds (together with the Refunding Project, the "**Project**") as authorized by Section 31-27-1 *et seq.* of the Mississippi Code of 1972, as amended or supplemented from time to time (the "**Refinancing Act**"). It is also our understanding that the Bonds will be sold either through a private placement with Duncan-Williams, Inc., Memphis, Tennessee serving as Placement Agent for the Bonds or a negotiated sale with Duncan-Williams, Inc., Memphis, Tennessee serving as Underwriter for the Bonds and will be secured by the full faith and credit of the County.

SCOPE OF ENGAGEMENT

In connection with this engagement, we expect to perform the following duties:

1. Subject to the completion of proceedings to our satisfaction, render our legal opinion (the "**Bond Opinion**") regarding the validity and binding effect of the Bonds, the source of payment and security for the Bonds, and the excludability of interest on the Bonds from gross income for federal and State of Mississippi (the "**State**") income tax purposes;
2. Prepare and review documents necessary or appropriate for the authorization, issuance and delivery of the Bonds and coordinate the authorization and execution of such documents;

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Ridgeland, MS 39158-6010

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1020 Highland Colony Parkway
Ridgeland, MS 39157

3. Assist the County in seeking from any other governmental authorities such approvals, permissions, and exemptions as we determine are necessary or appropriate in connection with the authorization, issuance and delivery of the Bonds, except that we will not be responsible for any required Blue Sky filings;

4. Review legal issues relating to the structure of the Bond issue;

5. Pursue validation proceedings under State law;

6. If the Bonds are sold pursuant to a public sale, assist the County in preparing the official statement (the "**Official Statement**") and subject to satisfactory completion of our review, provide to the County written advice that in the course of our participation, no information has come to our attention that leads us to believe that the Official Statement, as of its date (except for financial statements, other statistical data, feasibility reports and statements of trends and forecasts and book-entry language contained in the Official Statement and its appendices, as to which we will express no opinion), contains any untrue statement of material fact or omits to state any material fact necessary to make the statements in the Official Statement, in light of the circumstances under which they were made, not misleading;

7. Assist the County in presenting information to bond rating organizations, if necessary, and providers of credit enhancement relating to legal issues affecting the issuance of the Bonds; and

8. If the Bonds are sold pursuant to a public sale, draft the continuing disclosure undertaking of the County.

Our Bond Opinion will be addressed to the County and will be delivered by us on the date of delivery of the Bonds. The Bond Opinion will be based on facts and laws existing as of its date. In rendering our Bond Opinion, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation, and we will assume continuing compliance by the County with applicable laws relating to the Bonds. During the course of this engagement, we will rely on you to provide us with complete and timely information on all developments pertaining to any aspect of the Bonds and their security. We understand that you will direct members of your staff and other employees of the County to cooperate with us in this regard. In rendering our Bond Opinion, we will expressly rely upon other counsel as to due authorization, execution and delivery of bond documents executed by the County.

Our duties in this engagement are limited to those expressly set forth above. Among other things, our duties under this engagement, without a separate engagement as may hereafter be agreed between the parties, do not include:

(a) Except as described in paragraph 6 above, assisting in the preparation or review of the Official Statement or any other disclosure document with respect to the Bonds, or performing an independent investigation to determine the accuracy, completeness or sufficiency of any such document or rendering advice that the Official Statement or other disclosure document does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading;

(b) Preparing request for tax rulings from the Internal Revenue Service ("IRS") or no action letters from the Securities and Exchange Commission ("SEC");

(c) Preparing Blue Sky or investment surveys with respect to the Bonds;

(d) Drafting State constitutional or legislative amendments;

(e) Pursuing test cases or other litigation, such as contested validation proceedings;

(f) Making an investigation or expressing any view as to the creditworthiness of the County or the Bonds;

(g) Except as described in paragraph 8 above, assisting in the preparation of, or opining on, a continuing disclosure undertaking pertaining to the Bonds or, after closing, providing advice concerning any actions necessary to assure compliance with any continuing disclosure undertaking;

(h) Representing the County in IRS examinations or inquiries, or SEC investigations;

(i) After closing, providing continuing advice to the County or any other party concerning any actions necessary to assure that interest paid on the Bonds will continue to be excludable from gross income for federal income tax purposes (e.g., our engagement does not include rebate calculations for the Bonds);

(j) Giving and/or providing any financial advice or recommendations concerning the issuance of the Bonds as mandated by SEC rules; or

(k) Addressing any other matters not specifically set forth above that is not required to render our Bond Opinion.

ATTORNEY-CLIENT RELATIONSHIP

Upon execution of this engagement letter, the County will be our client and an attorney-client relationship will exist between us. We understand that counsel to the County has been engaged by the County to assist with the issuance of the Bonds, particularly as to the authorization, execution and delivery of bond documents. We assume that all other parties will retain such counsel, as they deem necessary and appropriate to represent their interest in this transaction. We further assume that all other parties understand that in this transaction we represent only the County, we are not counsel to any other party, and we are not acting as an intermediary among the parties. Our services as bond counsel are limited to those contracted for in this letter, and the County's execution of this engagement letter will constitute an acknowledgment of those limitations. Our representation of the County will not affect, however, our responsibility to render an objective Bond Opinion.

Our representation of the County and the attorney-client relationship created by this engagement letter will be concluded upon issuance of the Bonds. Nevertheless, subsequent to Closing, we will mail to the IRS the appropriate IRS Form 8038-G and prepare and distribute to the participants in the transaction a transcript of the proceedings pertaining to the Bonds.

PROSPECTIVE CONSENT

As you are aware, Butler Snow represents many political subdivisions, companies and individuals. It is possible that during the time that we are representing the County, one or more of our present or future clients will have transactions with the County. It is also possible that we may be asked to represent, in an unrelated matter, one or more of the entities involved in the issuance of the Bonds. 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 from the issuance of the Bonds 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 issuance of the Bonds. Execution of this letter will signify the County's consent to our representation of others consistent with the circumstances described in this paragraph.

FEES

Based upon: (i) our current understanding of the terms, structure, size and schedule of the financing represented by the Bonds; (ii) the duties we will undertake pursuant to this engagement letter; (iii) the time we anticipate devoting to the financing; and (iv) the responsibilities we will assume in connection therewith, our fee will not exceed \$18,000 for a private placement transaction, plus our expenses such as travel costs, deliveries, copies, transcripts, telephone charges, filing fees, computer-assisted research and other expenses, without an amendment to this letter. If the Bonds are sold pursuant to a public sale, we will charge an additional fee for the drafting and preparation of the Official Statement, which additional fee shall not exceed \$2,500.

If the financing 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.

Regardless of the above, we reserve the right that our fee may vary: (a) if the principal amount of the Bonds actually issued differs significantly from the amount stated above; (b) if material changes in the structure or schedule of the financing occur; or (c) if unusual or unforeseen circumstances arise, which require a significant increase in our time or responsibility. If, at any time, we believe that circumstances require an adjustment of our original fee estimate, we will advise you and prepare and provide to you an amendment to this engagement letter.

RECORDS

At your request, papers and property furnished by you will be returned promptly upon receipt of payment for outstanding fees and client charges. Our own files, including lawyer work product, pertaining to the transaction will be retained by us. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to dispose of any documents or other material retain by us after the termination of this engagement.

If the foregoing terms are acceptable to you, please so indicate by returning the enclosed copy of this engagement letter dated and signed by an authorized officer, retaining the original for your files. We look forward to working with you.

BUTLER SNOW LLP



By: _____
Tray Hairston

Accepted and Approved:

SUNFLOWER COUNTY, MISSISSIPPI

BY:  _____
President, Board of Supervisors

Dated: JUNE 1, 2020

Sunflower County, Mississippi and North Sunflower Medical District
Board of Supervisors and Board of Trustees
May 26, 2020
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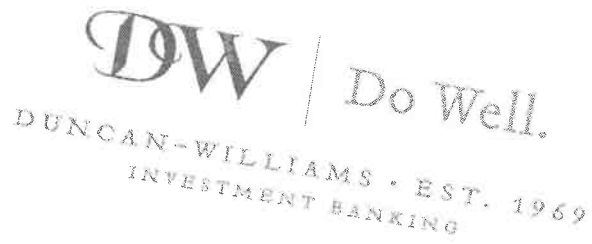
**NORTH SUNFLOWER MEDICAL CENTER
DISTRICT**

BY: 
Chairman, Board of Trustees

Dated: MAY 27, 2020

EXHIBIT B

UNDERWRITER G-17 LETTER AND DISCLOSURE



May 27, 2020

President, Board of Supervisors
Sunflower County, Mississippi

President, Board of Trustees
North Sunflower Hospital District

Dear Sirs:

We are writing to provide you, as an official with authority to bind the North Sunflower Hospital District (the "Issuer") and Sunflower County, Mississippi by contract, with certain disclosures relating to the potential issuance of General Obligation Refunding Bonds, Series 2020 (the "Bonds"), as required by the Municipal Securities Rulemaking Board ("MSRB") Rule G-17 as set forth in MSRB Notice 2012-25 (May 7, 2012)(the "G-17 Notice").

Duncan-Williams, Inc. ("DWI" or the "Underwriter") has been engaged by the Issuer and the Borrower to serve as underwriter, and not as financial advisor or municipal advisor, in connection with the issuance of the Bonds. As part of our underwriting services, the Underwriter (acting as a principal and not as financial or municipal advisor) may provide advice concerning the structure, timing, terms, and other similar matters concerning the issuance of the Bonds. If the Issuer or Borrower would like a municipal advisor in this transaction that has legal fiduciary duties, then the Issuer or Borrower is free to engage a municipal advisor to serve in that capacity.

I. Disclosures Concerning the Underwriter's Role

- (i) MSRB Rule G-17 requires the Underwriter to deal fairly at all times with both the Issuer and investors.
- (ii) The Underwriter's primary role is to purchase the Bonds with a view to distribution in an arm's-length commercial transaction with the Issuer. The Underwriter has financial and other interests that differ from those of the Issuer.
- (iii) Unlike a municipal advisor, the Underwriter does not have a fiduciary duty to the Issuer (or any other person or entity) under the federal securities laws and is, therefore, not required by law to act in the best interests of the Issuer or any other party without regard to its own financial or other interests.
- (iv) The Underwriter has a duty to purchase the Bonds, pursuant to a Bond Purchase Agreement or other appropriate form of agreement, from the Issuer at a fair and

reasonable price, but must balance that duty with its duty to sell the Bonds to investors at prices that are fair and reasonable.

- (v) The Underwriter will review the official statement for the Bonds in accordance with, and as part of, its respective responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of this transaction.

II. Our Compensation

Our compensation for serving as the underwriter for the Bond Issue will be contingent on the closing of the transaction and at least a portion of that compensation will be based on the size of the Bond Issue. The rules of the Municipal Securities Rulemaking Board require us to inform you that compensation that is contingent on the closing of a transaction or the size of a transaction presents a conflict of interest, because it may cause an underwriter to recommend a transaction that is unnecessary or to recommend that the size of the transaction be larger than is necessary.

III. Risks Related to Issuing Bonds

As with any Bond Issue, your obligation to pay principal and interest will be a contractual obligation that will require you to make these payments no matter what budget constraints you encounter. Furthermore, to the extent that you agree in the Bond Issue to rate covenants, additional bond tests or other financial covenants, these may constrain your ability to operate and to issue additional debt and, if you do not comply with these covenants, they can result in a default under the Bond Issue. Depending on the terms of the Bond Issue, if you fail to make a payment of principal or interest or if you otherwise fail to comply with your covenants under the Bond Issue, the trustee may have the right to accelerate all of the payment of principal on the Bond Issue, which means that you may be required to pay all of the principal of the Bond Issue at that time.

The Bond Issue is structured as tax-exempt obligations. This requires that you comply with various Internal Revenue Service (“IRS”) requirements and restrictions relating to how you use and invest the proceeds of the Bond Issue, how you use any facilities constructed or improved with proceeds of the Bond Issue and other restrictions throughout the term of the Bond Issue. These requirements and restrictions may constrain how you operate the financed facilities and may preclude you from capitalizing on opportunities. Further, violation of these requirements and restrictions can result in the Bond Issue becoming taxable and may cause you to become liable to the IRS and to the owners of the Bond Issue. In addition, in the event of an audit of the Bond Issue by the IRS, obtaining an independent review of the IRS positions with which you legitimately disagree is difficult, may be costly and may not ultimately be practicable.

IV. Miscellaneous

Please note nothing in this correspondence is an expressed nor an implied commitment by the Underwriter to provide financing or to purchase or place the Bonds or any other securities. Any such commitment shall only be set forth in a Bond Purchase Agreement or other appropriate form of agreement for the type of transaction undertaken by the Issuer. Further, the Underwriter's participation in any transaction (contemplated herein or otherwise) remains subject to, among other things, execution of a Bond Purchase Agreement (or other appropriate form of agreement), further internal review and approvals, satisfactory completion of our due diligence investigation and market conditions.

The Underwriter is acting independently in seeking to act as an underwriter in the transaction being contemplated herein and shall not be deemed to be acting as an agent, joint venture or partner of any others, and that the Underwriter assumes no responsibility, express or implied, for any actions or omissions of, or the performance of services by, any other Underwriters in connection with the transaction contemplated herein or otherwise.

V. Acknowledgment

It is our understanding that you have the authority to bind the Issuer by contract with the Underwriter. If you or any other Issuer officials have any questions or concerns about the disclosures in this letter, or if you do not have the authority to bind the Issuer by contract with the Underwriter, please contact E.J. Gregory immediately at 901-260-6800.

We are required by MSRB in the G-17 Notice to seek your **acknowledgment** that you have received this disclosure. Accordingly, please respond to the **email to which this disclosure was attached to the effect that you have received the disclosures contained herein or sign and return this document to us at dclark@duncanw.com.**

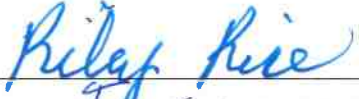
Sincerely,



By: E.J. Gregory

Title: Managing Director, **Duncan-Williams, Inc.**

RECEIPT ACKNOWLEDGED BY:



Date:

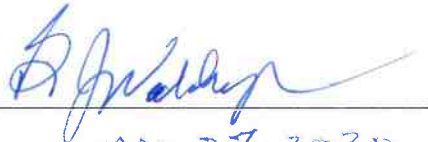
June 1, 2020

Name:

Riley RICE

Title: President, Sunflower County Board of Supervisors

RECEIPT ACKNOWLEDGED BY:



Date:

MAY 27, 2020

Name:

Billy Joe WALDRUP

Title: President, North Sunflower Medical District Board of Trustees



May 27, 2020

President, Board of Supervisors
Sunflower County, Mississippi

President, Board of Trustees
North Sunflower Hospital District

Re: North Sunflower Medical District General Obligation Refunding Bonds,
Series 2020

Dear Sirs:

This letter will confirm the preliminary terms of our engagement to serve as an underwriter for General Obligation Refunding Bonds, Series 2020 (the "Bonds") to be issued by the North Sunflower Medical District (the "Issuer"). Also enclosed with this letter are the disclosures required by MSRB G-17 regarding D-W's non-fiduciary role, duties and interests as an underwriter of the Bonds.

This letter confirms that Issuer is aware of the "Municipal Advisor Rule" of the Securities and Exchange Commission (effective July 1, 2014) and the underwriter exclusion from the definition of "municipal advisor" for a firm serving as an underwriter for a particular issuance of municipal securities.

Issuer hereby designates D-W as an underwriter for the Bonds that Issuer currently anticipates issuing. The Issuer expects that D-W will provide advice to it on the structure, timing, terms, and other matters concerning the Bonds.

Your execution of this letter will confirm that it is Issuer's reasonable intention that D-W serve as an underwriter for the Bonds, subject to satisfying applicable procurement laws or policies, formal approval by the County, formal approval by the District, finalizing the structure of the Bonds and executing a bond purchase agreement. While Issuer presently engages D-W as the underwriter for the Bonds, this engagement letter is preliminary, nonbinding and may be terminated at any time by either party, without penalty or liability for any costs incurred by D-W.


Furthermore, this engagement letter does not restrict Issuer from entering into the proposed municipal securities transaction with any other underwriters or selecting an underwriting syndicate that does not include D-W.

May 27, 2020

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Sincerely,

DUNCAN-WILLIAMS, INC.


By: E.J. Gregory
Its: Director


Acknowledged and Accepted:

SUNFLOWER COUNTY, MISSISSIPPI


By: Riley Rice
Its: President, Board of Supervisors

Acknowledged and Accepted:

NORTH SUNFLOWER MEDICAL DISTRICT


By: Billy Joe Waldrop
Its: President, Board of Trustees