

**Stephen L. Cordell**  
Member

September 8, 2020

Richard Dixon  
Finance Director  
Town of Pineville, North Carolina

**RE: REPRESENTATION OF THE TOWN OF PINEVILLE;  
AUTHORIZATION AND DELIVERY OF TAX-EXEMPT INSTALLMENT  
CONTRACT FINANCING AND RELATED INTERLOCAL AGREEMENT**

Dear Richard:

This letter is to affirm our engagement to represent the Town of Pineville (the "Town") as bond counsel for the above-referenced matters.

Charleston  
**Charlotte**  
Columbia  
Greensboro  
Greenville  
Hilton Head  
Myrtle Beach  
Raleigh

1. Professional Undertaking. We will provide the customary legal services to the Town in connection with the above-referenced matter including, without limitation, the authorization, negotiation and preparation of (i) the installment financing contract/security agreement and the deed of trust, (ii) the interlocal agreement between the Town and Mecklenburg County, (iii) all required approvals by the Town and the NC Local Government Commission and (iv) various related documents, certificates and opinions. I will be primarily responsible for providing services on this engagement. Other attorneys and legal assistants within the firm may also be used to provide legal services, if needed. We will endeavor to assist you in a professional manner and to the best of our abilities.

2. Fees. For our legal services in connection with the above-referenced matter, we will charge a fixed legal fee of \$35,000 for the authorization and delivery of (i) a single installment financing contract under NCGS §160A-20 with a principal amount not exceeding \$21,000,000 and (ii) the interlocal agreement.

The foregoing fee and expense quote assumes that all real estate matters related to this engagement including, without limitation, environmental assessments, title searches, title insurance and recording of documents, will be handled by either the Town Attorney or another law firm engaged by the Town to handle such real estate

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Nexsen Pruet, PLLC  
**Attorneys and Counselors at Law**

matters. If we are asked to handle any real estate matters for the Town, then we will adjust our fee and expense quote to reflect such additional fees and expenses.

3. Expenses. In addition to our fees, we will bill you for reimbursement of reasonable expenses associated with this engagement, such as mail and delivery services, photocopies and advertisement costs. We estimate our expenses for this financing will not exceed \$800.00. These items will be separately itemized on our statements as expenses.

4. Billing and Payments. We will submit our bill for our services promptly after the transaction closes or is abandoned. Billings which remain unpaid for more than thirty (30) days after the date of receipt of the statement may be assessed a per diem service charge at the rate of 1.5% per month unless such bill is disputed in good faith; provided, that in no event will the service charge be greater than that permitted by applicable law. In addition, if payments are not made when due, we may discontinue providing services to you. In this event, we will notify you of such change as provided in Paragraph 6 below.

5. Conflicts of Interest. Since this firm represents many other entities, such as corporations, banks and developers, potential conflicts of interest may arise from representation on a routine basis. Both you and our firm understand this. If a conflict does arise, we reserve the right to discuss the conflict with you and the other firm client and attempt to resolve the conflict. We must also reserve the right to be allowed to continue to represent these other firm clients in other matters the subject of which is unrelated to such a conflict with the Town.

In no event shall we represent any party in any actual or potential litigation, arbitration, mediation or similar adversary proceeding or claim (collectively, "Litigation Matters") against the Town during the course of our engagement. For the avoidance of doubt, in the event of any Litigation Matter, we shall not, without the Town's prior written consent, represent any party adverse to the Town, regardless of whether such Litigation Matter is related to our ongoing representation of the Town as bond and/or special counsel.

6. Termination. You will have the right to terminate our representation at any time. We will have the same right, subject to our obligation to give you reasonable notice to arrange alternative representation and, where required, to obtain permission of the judge before whom a litigation matter is pending. You shall remain responsible for all fees and expenses incurred through the date of termination of our services, as well as those incurred in connection with our assisting with alternative arrangements or court approval after the date of termination.

Please review the foregoing and, if it meets with your approval, sign a copy of this letter and return it to me by facsimile or e-mail. If you have any questions, please feel free to contact me.

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Again, thank you for the opportunity to assist you and we are looking forward to working with you on this important matter.

NEXSEN PRUET, PLLC

By:   
Name: Stephen L. Cordell  
Title: Member

The undersigned agrees to Nexsen Pruet, PLLC's legal representation on the terms and conditions set forth in this letter.

\_\_\_\_\_  
Richard Dixon  
Finance Director

Date: September \_\_\_\_, 2020