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Columbia, SC

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August 16, 2020

Confidential

Via E-mail

Lowell Siler
County Attorney
County of Durham
200 East Main Street, 2nd Floor
Durham, NC 27701

Re: Engagement Letter

Dear Lowell:

I appreciate your calling on us to provide County of Durham with representation. This letter will confirm our understanding regarding Parker Poe's representation. Our representation will commence upon receipt of a copy of this letter signed by you.

1. Parker Poe will perform legal services as counsel to County of Durham with respect to two phases. In the first phase, we will provide advice and prepare a Memorandum of Understanding regarding a public private partnership for the development of the 300 and 500 blocks of East Main Street. In the second phase, we will provide advice and prepare a Master Development Agreement, Purchase Development Agreement and associated documents for the same development project. The scope of the services to be provided by Parker Poe may be expanded during the course of the engagement pursuant to communications establishing a specific mutual understanding of the services to be performed.

2. I will have general supervisory responsibility over the engagement. I anticipate that other individuals, including associates and paralegals, will be called upon from time to time as is necessary to accomplish the various tasks that will be required. Fees to be charged for legal services are described in the attached Standard Terms of Engagement. The current billing rates for the individuals I expect to work on the matter are:

Anthony Fox, Partner	\$375 / hour
LaToya Parker, Partner	\$375 / hour
Nicholle Allen-Steele, Partner	\$375 / hour

Those rates will be in effect through 2020 and until modified by the firm in accordance with annual rate evaluations which generally take place on October 1st of each year. Such rates may be changed by the firm in the future, in which case the rates applicable at the time the work is performed will be applied. Because we are sensitive to legal costs, it is our practice to assign

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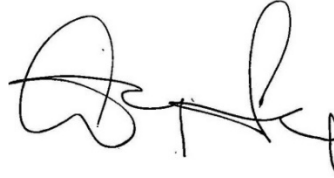
work to attorneys with billing rates consistent with the level of skill and experience required to perform the work. We will direct our invoices to you at the address above. Additionally, our fees will not exceed \$43,000 for the first phase and \$75,000 for the second phase of this engagement without the express written approval of the County.

3. The Standard Terms of Engagement attached hereto are part of this engagement letter.

We sincerely appreciate your calling on us for legal representation and look forward to working with you on this engagement. If the provisions set forth are consistent with your understanding, please sign below, keep a copy of the letter for yourself and return the original to us.

Sincerely,

PARKER POE ADAMS & BERNSTEIN LLP

A handwritten signature in black ink, appearing to read 'Anthony Fox', written over a horizontal line.

Anthony Fox

ACCEPTED BY:

County of Durham

A handwritten signature in black ink, appearing to read 'Lowell Siler', written over a horizontal line.

Name

August 16, 2020

Date

PARKER POE ADAMS & BERNSTEIN LLP

STANDARD TERMS OF ENGAGEMENT REGARDING LEGAL REPRESENTATION

1. Scope of Work and Limitations. The scope of our work and the limitations on the services to be performed will be in accordance with the Engagement Letter.

2. No Fixed Fee/Estimates. It is usually impossible to determine at the beginning of a matter the full nature and extent of the legal services which may ultimately be necessary on the client's behalf because much of the work may depend on the responses of other parties, agencies or courts, or upon facts not yet known. Therefore, the compensation for our services will not be a fixed fee with respect to all or any part of the engagement, but rather a fee based primarily upon the time devoted to the client's matter. Our hourly rates are subject to change from time to time, without notice. Although our fees are based primarily upon time expended, we also may give consideration to the novelty and difficulty of the questions involved, the skill required to perform the task properly, the result obtained and any time constraints imposed by the client or by the circumstances. Any oral or written estimate of fees is only an estimate, based upon preliminary information available at the time of such estimate; actual fees and costs may vary from any such estimate. You agree to pay the actual fees and disbursements billed in accordance with these Standard Terms of Engagement.

3. Disbursements and Expenses. In addition to the fees described above, the client will be charged for disbursements, including, but not limited to, photocopying, deposition expenses, travel, long distance telephone calls, express mail, facsimile fees, delivery service, messenger fees, court fees, filing fees, and other costs reasonably incurred for the client. We will either advance such costs on our client's behalf or ask the client to pay them directly or in advance, where appropriate. Any fees of expert witnesses or other professionals retained with the prior consent of the client to assist in the legal representation may be billed directly to the client, who will pay such bills when incurred.

4. Monthly Statements. Unless a different billing period is agreed upon with our client, we will render monthly or other periodic statements indicating the current status of the account as to both fees and disbursements. These statements will be payable within ten (10) days of the invoice date. If statements are not paid in full within ten (10) days of the invoice date, the firm reserves the right to impose a late payment charge of 1 1/2% per month from the date of the statement until paid. At the time of rendering a statement we may not yet have the full bill for all expenses related to matters which have been handled for the client. Therefore, it is possible that an expense bill will be sent to a client after completion of the work. Should the client have any questions concerning a statement rendered by the firm, we welcome inquiries directly to the attorney primarily responsible for the work or to the firm's Controller. If it should become necessary for collection steps to be undertaken for collection of our fees or disbursements, the client will be responsible for the payment of all related collection costs and expenses, including reasonable attorney's fees.

5. Retainer. Any retainer to be paid by the client will normally be less than the firm's ultimate fees and disbursements. Such a retainer is not intended as a limitation upon our fees and disbursements. We may apply the retainer toward unpaid fees and disbursements from time to time as they accrue, in which event the client may be called upon to make additional deposits to restore the retainer to its original level.

6. Client Trust Accounts. The firm may not ethically deposit any funds belonging to clients in firm operating or personal bank accounts. In order to comply with the Rules of Professional Conduct, we deposit all funds belonging to our clients into a trust bank account and we are obligated to account to all clients for the receipt and disbursement of those funds. We will notify clients of the receipt of funds belonging to clients and pay those to clients or on clients' behalf. Under current law and applicable Rules establishing a program known as Interest on Lawyers' Trust Accounts (IOLTA), a trust account can earn interest. All interest earned on such an account must by law be used for public purposes. Under no circumstances can the client or this firm or its attorneys personally receive any of the interest earned. Any interest earned on such accounts is delivered by the depositing bank directly to the Bar IOLTA foundation and is expended by that foundation in the public interest.

7. No Guaranteed or Contingent Outcome. While we will perform our professional services on behalf of the client to the best of our ability under the circumstances, we cannot and have not made any guarantees regarding the outcome of our professional efforts. Any expressions about the possible outcome of the matter or the results achievable are our best professional estimates only, and are limited by our knowledge at the time they are expressed.

8. Communications. Periodic billing statements will help our clients keep informed of the progress of the engagement. As requested, we will also send to the client copies of pertinent correspondence, documents and other materials prepared or received by us in the course of the representation. The client is encouraged to contact us as to any questions or comments regarding the services, fees, or status of the matter or as to any pertinent facts or considerations which may come to the attention of the client. Material information and documents received by the client should be forwarded to the firm without delay.

9. Attorney Assignment. Each client will have an attorney who shall have primary responsibility for the client's matters. When appropriate, work on the client's matters may be assigned to other attorneys in the firm who have a sufficient level of experience and time availability to handle competently and efficiently portions or all of the client's matters. In addition, assistance of non-attorney support personnel under the direct supervision of firm attorneys may be required, as appropriate.

10. Confidentiality. The firm will protect the confidence of the client and will not divulge confidential information concerning the client's business or legal matters, as required by the Rules of Professional Conduct. However, we understand that, unless you advise us to the contrary, you do not object to our mentioning to others our representation of you or our listing of your name as one of our clients in professional literature or in material published about this law firm.

11. Notice and Acknowledgment regarding Processing and Privacy. The Firm may collect, use, store, share, and process information including Personal Data and Sensitive Personal Data (the "Data"), as defined by the European Union General Data Protection Regulation 2016/679 ("GDPR"). If you are an individual protected under GDPR or if you are an entity which collects any Personal Data subject to the GDPR that you provide to the Firm (an "Entity"), the following provisions are applicable. Specifically signing this Engagement Letter constitutes notice to you and your acknowledgement that: (a) the Data is necessary for the adequate performance of any contract between you and us, for our legitimate business purposes and to allow us to comply with our legal obligations, (b) if an Entity, you have the lawful right to collect Data (which may include name, address, other contact information, gender, race, and other information) and the right to provide such Data to the Firm in connection

with this Engagement, and (c) you have reviewed Parker Poe's Privacy Policy available at www.parkerpoe.com and the terms and conditions by which the Firm may Process and/or transfer Data and rights you may have regarding the Data.

12. Termination. The firm reserves the right to withdraw from representing the client upon written notice at any time, with or without cause. Likewise, the client may terminate the firm's services prospectively upon written notice to the firm.