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November 5, 2021

**VIA EMAIL**

Julie A. Miller, CPA  
Director of Fiscal Operations  
Brunswick County  
Email: Julie.Miller@brunswickcountync.gov

***County of Brunswick, North Carolina  
Limited Obligation Refunding Bond, Series 2022***

Dear Julie:

You asked that we provide you an engagement letter for the services of Parker Poe Adams & Bernstein LLP (“*Parker Poe*” or the “*Firm*”), as bond counsel for a fee \$35,000 and counsel to the corporation for a fee of \$3,000, with respect to the limited obligation bond described above (collectively, the “*2022 Bond*”). The Firm will provide these services for a total fee of \$38,000.

Our services as bond counsel and counsel to the corporation include:

1. review of RPF for bank partners;
2. in meetings with State Treasurer’s staff;
3. preparation of various resolutions and bond documents;
4. preparation of all other papers required as a condition precedent to the execution and delivery of the 2022 Bond;
5. participation with the bank and counsel to the bank in the review of documents prepared for the purchase of the 2022 Bond;
6. delivery of an opinion as to the validity of the contract amendment and the federal and state tax treatment of the interest with respect to the 2022 Bond;
7. review and diligence related to the organization of the corporation; and
8. delivery of an opinion as to the legal status of the corporation, their authority to engage in the transaction and issue the 2022 Bond and the validity of their obligation under various documents.

Julie A. Miller, CPA  
Director of Fiscal Operations  
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The scope of the services that Parker Poe will provide may be expanded during the course of the engagement pursuant to communications establishing a specific mutual understanding of the services Parker Poe is to perform. I have attached our Standard Terms of Engagement, which form a part of this engagement letter.

We wanted to make you aware that our Firm has represented, may currently represent and expects to represent in the future many financial institutions, one of which could be the purchaser of the 2022 Bond, in transactions unrelated to the 2022 Bond. Because the County is represented by the County Attorney in this transaction, however, we do not consider our representation as described in this letter to be a conflict of interest; however, if any issues arise that we believe would create a conflict of interest we will immediately inform you and work with the County Attorney to resolve the matter in a satisfactory manner.

No one other than the County is entitled to rely on our opinion unless we specifically authorize reliance thereon. As always, we look forward to completing this transaction for the County.

Very truly yours,

*Rebecca B. Joyner*  
Rebecca B. Joyner

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 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.
3. Communications. As requested, we will 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.
4. 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.
5. 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.
6. 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. Unless otherwise requested by the client, the firm will consider the representation terminated upon either the failure of the bond referendum or the completion of the financing.