

ROGERS ♦ LEWIS
— ROGERS LEWIS JACKSON MANN & QUINN, LLC —

Robert Lewis
rlewis@rogerslewis.com

City of Myrtle Beach
January 22, 2019
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January 23, 2019

Mr. John Pedersen,
City Manager
Ms. Carol Coleman,
Planning Director
City of Myrtle Beach
P.O. Drawer 246B
Myrtle Beach, SC 29578-2485

Ms. Lauren A. Clever,
Executive Director
Myrtle Beach Downtown Re-
Development Corp.

Re: Confirmation of Engagement - Establishment of National Register District(s)
- Individual Listing of National Register Sites
- Syndication of tax credits

Dear John, Carol and Lauren,

Thank you for choosing Rogers Lewis Jackson Mann & Quinn, LLC (*Firm*) to serve as counsel for The City of Myrtle Beach or its affiliates (collectively the *City*). This engagement letter (*Engagement Letter*) confirms our prior discussions regarding your engagement of Firm and describes the basis upon which we will provide services to you.

Client Identification

Our client in this engagement is the City.

We have not been engaged to provide legal services for any of the City's individual council members or individual staff as such, or for any of the City's Board members, officers, employees, or any other natural person (each an *Interested Person*). The City's interest may not always be identical to an Interested Person's interests. Each Interested Person's interests may differ from the interests of the other Interested Persons. We may disclose any information disclosed to us by any Interested Person to any other Interested Person. Any Interested Person who is uncomfortable with these terms should retain independent counsel for advice and representation.

Rogers Lewis Jackson Mann & Quinn, LLC
PO Box 11803 (29211)
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Authorized Representative

This communication is directed to you in your capacity as representative for the City. We will communicate with and perform work requested by the individuals acting as Authorized Representatives. *Authorized Representatives* means John Pedersen, acting on behalf of the City Council and the elected representatives of the City.

Scope of Representation

You have asked us to represent you and advise and assist you with the following tasks (*Project*):

- 1) Consultation regarding the listing of individual properties on the National Register of Historic Places and/or the establishment of one or more National Register Historic Districts in the City of Myrtle Beach;
- 2) Identification of tax credit investors and negotiation of terms with such investors;
- 3) Preparation and/or review and negotiation of legal documents relating to tax credit tax planning and organizational structuring for tax credit investment; and
- 4) Consultation regarding the historic rehabilitation of City-owned building or buildings and preparation/negotiation of the National Register listing application and the Part 1, Part 2, Part 3 historic certification applications to be submitted to the State Historic Preservation Office (SHPO), meaning the S.C. Department of Archives and History, and the National Park Service (NPS).

Our work will be limited strictly to the legal services described in this Engagement Letter. The City is not relying on us for any services not specified in this Engagement Letter.

Expanding Representation

If an Authorized Representative asks us to provide additional services and we agree to do so in writing, the scope of our engagement will change and the terms of this Engagement Letter will apply to the expanded engagement unless we agree otherwise in writing. Depending on the scope of the additional work, we may require an additional engagement letter before performing any additional services. Significant changes in the scope of services required will be charged separately, but any additional charges will be explained before we begin the new work.

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Attorney Fees and Costs

Our fees for any services we provide and reimbursement for any costs we incur in connection with this representation will be billed in accordance with the attached Hourly Rate and Cost Billing Policy.

In addition to the hourly fees noted above, we also charge a *Success Fee* that is contingent upon the closings with various investors for the tax benefits associated with the state and federal tax credits. The fee will be equal to two percent (2%) of the equity invested in the City, or its affiliates, by the investors, and will be payable upon the admission of the investors to the City (or one or more of its affiliates, as the case may be), based upon the total projected investments at the time of such closings. We will use our considerable contacts, knowledge, and experience in the industry to enhance and maximize the economic benefits the Company derives from the investments related to these tax incentives.

Disclosure and Confidentiality

Business planning is an important matter. To be successful, business planning requires the City to disclose information to us about the City's business relationships and financial affairs. We cannot provide proper advice to the City without complete disclosure. We are not responsible for undesired consequences caused by the City's failure to disclose information to us. The City agrees to provide us with all information and materials necessary to perform our services. City, through its authorized representatives, is responsible for making the business planning decisions not involving legal determinations.

Applicable professional ethics rules require us to keep all information disclosed to us by the City confidential and not to disclose it to persons outside Firm without City's permission. The primary attorney responsible for the work on your matter may disclose information about City's affairs on a "need to know" basis to other attorneys and paralegals within the Firm but will not make unnecessary disclosures. If we determine it necessary to involve outside co-counsel on your behalf, we will first obtain your consent for the representation and billing arrangements.

If other professionals outside Firm are working with us on your file with your permission (such as an accountant, an appraiser or valuation professional, a bank, a financial planner, an insurance agent, or another law firm), you agree that we may disclose information to them as necessary to fulfill their role in your business planning. We will use our judgment in making disclosures to

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these other professionals; unless we are otherwise instructed, you agree that we may disclose information to them as we determine necessary for City's best interests.

Communications

Please call us with any questions. Our support staff may be able to assist you on matters such as dates, account information, and gathering requested information. But please be sure that you request legal advice only from our attorneys.

Our work requires us to give our full attention to the legal matter at hand. At times, your attorney or other consultant will be in the office but unable to take your call. Please give the receptionist or your attorney's assistant an idea of the nature of your call. We will return your call within a reasonable timeframe.

Our attorney-client relationship requires timely and thorough communication and cooperation on both of our parts. We will keep you informed of the progress of this matter. If we need to provide periodic status reports to additional client representatives, please let us know.

The City must provide timely responses to our requests for the documents and information we need. We may also require City to make personnel available to meet with us. Without this cooperation, the quality of our representation will be compromised, and we may choose to withdraw from any further work. City must notify us of any change in address or contact information.

Conflicts of Interest

We have run a standard conflicts-of-interest check to ensure that this representation will not conflict with any commitment that we may have made to other clients. Currently, no such conflict has been identified. If a conflict does arise or if the interests of City owners or governing board become misaligned, then we may have to withdraw from the matter. If we withdraw, then City must pay Firm for the services provided up to the time of withdrawal.

Choice of Law

The matters relating to our attorney-client relationship will be governed by the laws of South Carolina unless specifically stated otherwise in this Engagement Letter.

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Referrals to Third-Party Service Providers

As a part of our representation, we may refer you to outside service providers. Your relationship with any such third-party service providers is solely between you and the third-party service provider. You understand and agree that we do not recommend or warrant any product, offer, or service offered by any third-party service provider.

Termination of Engagement

Our engagement will terminate upon completion of the specified tasks described above in the Scope of Representation.

City has the right to discharge Firm at any time and for any reason. If considering withdrawal because of concerns relating to Firm or our representation in the matter, we ask that these concerns first be brought to our attention so that they can hopefully be remedied. In any event, we request the courtesy of reasonable notice before services are terminated. If City discharges us before the representation is completed, we expect Company to retain other counsel to provide legal services through the matter's completion.

If our services are completely terminated, all of our outstanding statements for fees, services, and any costs advanced will be immediately due, and any later statement that we send related to the transfer of your representation will be due upon receipt. These costs include without limitation copying files, physically transferring the copies to your new counsel, and our time expended to complete the transfer. We will cooperate with Company and any other counsel to give effect to as smooth a transition as possible.

Next Steps

To agree to these terms, please sign and date the enclosed copy of this Engagement Letter and return it to us. Our work on this matter will begin after we have received the signed Engagement Letter.

We are pleased to represent the City of Myrtle beach in the matters described in this Engagement Letter and look forward to working with you.

If you have any questions or comments at any point, please do not hesitate to call us.

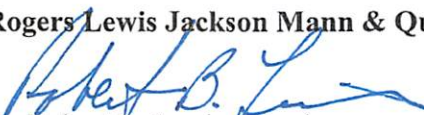
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Sincerely,

Rogers Lewis Jackson Mann & Quinn, LLC



By Robert B. Lewis, Member

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ACCEPTANCE OF TERMS

I have read this Engagement Letter and understand its contents. I consent to Firm's representation of City under the terms of this Engagement Letter. If an irreconcilable conflict arises or if anyone withholds relevant business information from Firm, Firm may not be able to continue representing City in connection with this matter.

Accepted and agreed to on _____

The City of Myrtle Beach

By: Authorized Representative

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HOURLY RATE AND COST BILLING POLICY

The Hourly Rate and Cost Billing Policy describes the billing policies and procedures of Rogers Lewis Jackson Mann & Quinn, LLC for matters that involve hourly billing. This Hourly Rate and Cost Billing Policy is subject to change by our firm.

Basis for Fee Determination

In addition to the number of hours involved, our hourly rates are based on factors that the American Bar Association Code of Professional Responsibility says must be taken into account and other relevant factors. These factors include the urgency of the matter, the responsibility assumed, the novelty and difficulty of the legal issue involved, particular experience or knowledge provided, time limitations imposed by the client or matter, the results obtained, the benefit resulting to the client, and any unforeseen circumstances arising in the course of our representation.

Hourly Fees

Hourly fees will be billed at the then-current hourly rate for the attorneys, paralegals, and other staff who provide services. The following is a list of personnel who are likely to work on this matter and their current hourly rates. Time is billed in increments of one-tenth hour.

Name	Title	Hourly Rate
Christian L. Rogers	Partner	\$350.00
Robert B. Lewis	Partner	\$325.00
Steve Arsenault	Of Counsel	\$295.00
Chris Boguski	Associate	\$195.00
Janie Campbell	Preservation Consultant	\$125.00
Anne Beaudette	Paralegal	\$125.00

We will try to use the qualified personnel available to the lowest billable rate. We reserve the right to use additional personnel on this matter.

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Costs and Out-of-pocket Expenses

Clients are responsible for out-of-pocket expenses, such as filing fees, copying charges, delivery charges and express mail. If we anticipate significant out-of-pocket expenses, we may require an advance-cost deposit.

Billing and Payment

We will bill clients for our services generally on a monthly basis, although in some cases we will bill less frequently. Our bills are due upon receipt. If a bill is not paid within 30 days after it is mailed, interest will accrue on the unpaid balance of that bill beginning on the 30th day and accruing thereafter at the rate of 1.5% per month. Payments made on the past due accounts will be applied first to the oldest outstanding bill. If our bills are not paid on time, we reserve the right to stop work until the account is brought current.

If we have to bring collection efforts for payment, clients are responsible for costs of collection procedures, including any reasonably attorney fees we incur.

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www.speakwrite.com
Job Number: 19022-001
Custom Filename: rogerslewiscopiergmailcom_20190122_103406
Date: 01/22/2019
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