

John H. Sokul, Jr., Esq.
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March 12, 2018

Robert P. Sullivan, Esq.
City Attorney
1 Junkins Avenue
Portsmouth, NH 03801

Re: McIntyre Project

Dear Bob:

Thank you for selecting Hinckley Allen & Snyder, LLP (“the Firm”) to represent the City of Portsmouth with respect to the McIntyre Project. This letter will confirm our discussion regarding our engagement and describe the basis on which the Firm will provide legal services to you.

Scope of Engagement

We have been engaged to represent the City in connection with the acquisition of the McIntyre Building from the federal government under the Federal Historic Monument Program and then leasing the property to a developer which will redevelop the property in accordance with guidelines, terms and conditions established by the City. We may agree with you to limit or expand the scope of our representation from time to time, provided that any such change is confirmed by us in writing.

Nature of Relationship

Our objective is to provide high quality legal services to our clients at a fair and reasonable cost. The attorney-client relationship is one of mutual trust and confidence. If you have any questions at all concerning the terms of this engagement, our ongoing handling of this legal matter, or about any issue relating to monthly statements that is unclear or appears to be unsatisfactory, we invite your inquiries.

Advice about Possible Outcomes

Either at the commencement or during the course of our representation, we may express opinions or beliefs concerning the matter or various courses of action and the anticipated results. Any such statement made by the Firm is an expression of opinion only, based on information available to us at the time, and is not a promise or guarantee.

Termination of Engagement

At any time, you may terminate our services and representation upon written notice to the Firm. Such termination however shall not relieve you of the obligation to pay for all services already rendered, including work in progress at the time of termination, and expenses incurred on behalf of you through the date of termination.

We reserve the right to withdraw from our representation as required or permitted by the applicable rules of professional conduct upon written notice to you. In the event that we terminate the

engagement, we will take such steps as are reasonably practicable to protect your interests in the above matters. You agree to take all steps necessary to free us of any obligation to perform further legal work. You agree to pay us for all services rendered and costs or expenses incurred on behalf of you through the date of withdrawal.

Unless previously terminated, our representation of you in these matters will terminate upon our sending you our final statement for services rendered in the respective matters.

Fees and Costs

We have agreed our fees will be established and agreed to on a per task and assignment basis. For each task or assignment we will establish a scope of work, set a fee or fee range for that scope, and services will be performed on that basis. In no event will any monthly invoice exceed \$10,000 without the prior approval of the City.

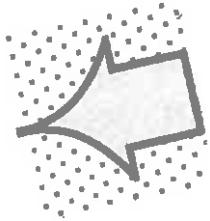
Payment of Statements

Monthly invoices are rendered for work performed and expenses during the previous month. Payment is due promptly upon receipt of our statement. Any amounts not paid within 45 days will incur a late charge at the monthly rate of 1 percent. Unfortunately, we feel that we must tell all our clients that if it becomes necessary for us to file suit for the collection of our fees or disbursements, they are responsible for all our related costs and expenses, including reasonable attorneys' fees.

If you have any questions or concerns, please call me to discuss them. We greatly appreciate the opportunity to represent you in this matter and look forward to working with you.

Sincerely yours,

John H. Sokul, Jr.



AGREED AND ACCEPTED:

THE CITY OF PORTSMOUTH NEW HAMPSHIRE

Robert P. Sullivan, Esq.