

Nelson Mullins

Nelson Mullins Riley & Scarborough LLP

Attorneys and Counselors at Law

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July 23, 2014

Dr. Melvin Johnson, Chairman of the DeKalb County Board of Education
Mr. Michael Thurmond, Superintendent of the DeKalb County School District
1701 Mountain Industrial Boulevard
Stone Mountain, Georgia 30083

Re: Engagement Letter for DeKalb County School District for
SPLOST/Construction Legal Services

Dear Dr. Johnson and Mr. Thurmond:

We thank the DeKalb County School District (DCSD) for selecting us to serve as exclusive outside Counsel for SPLOST/Construction matters. We believe that a successful, professional relationship begins with a mutual understanding of expectations about the services we will provide, legal fees, and other important aspects of our representation. This letter and the accompanying Terms of Engagement ("the Terms"), which are incorporated herein by reference, set forth our engagement arrangement.

If this letter and Terms are agreed to, our firm will be retained to provide legal services related to SPLOST/Construction matters to, and/or on behalf of the DeKalb County Board of Education, DCSD's officers, directors and employees, or other authorized persons, as outlined in this letter. These terms are effective for one (1) year from the Effective Date, defined below.

Our representation of, and responsibility to, the DCSD is expressly limited to those specific agreed-upon matters for which you request our services ("the specified services"). It is our understanding that case assignments to our firm will be forwarded only by the Board Chair, the Superintendent, the Chief Operations Officer, or the Chief Legal Officer, or his/her designee.

On the tenth day of each month, DCSD will forward to our firm, an advance retainer fee in the amount of \$25,000.00 per month, from SPLOST funds, from which our firm will bill against at the hourly rates contained in this Engagement Letter for the specified services. In the event the monthly retainer is not expended (excluding costs), the DCSD will be issued a credit on the next monthly billing. If the monthly retainer is expended (excluding costs), the DCSD will

remit funds to compensate the firm for the amount due in excess of the retainer. Monthly billings shall be reconciled by the 5th business day of the ensuing month and submitted to DCSD for payment. Said payment shall be processed by the 15th of every month.

DCSD understands that only matters which can legally be designated as SPLOST expenditures may be billed against this retainer or under this contract. This Firm will assess which matters can be legally designated as SPLOST expenditures. Assessments which determine that the requested assignment or matter is not an eligible SPLOST expenditure shall be billed to the general legal retainer.

It is our expectation that Marquette Bryan, John McDonnell, Stacy K. Taylor, Mike Ward, Cheryl Shaw, Carol Callaway, and Anita Wallace Thomas may be among the members of our Firm handling these matters. Other attorneys within the Firm will assist, as appropriate.

For the specified services, our firm agrees to a blended rate of \$250.00 per hour for legal services provided by Partners and Associates. Work performed by Paralegals will be billed at a rate of \$110.00 per hour. These rates represent the lowest rates charged by this Firm to any public educational entity.

In addition to payment of our fees, DCSD shall be responsible for costs and expenses incurred, such as charges for photocopying, messenger and delivery service, computerized research, expert and consultant fees, travel (including airfare, lodging, meals, ground transportation, parking and mileage), printing, necessary secretarial overtime, filing fees, etc., at actual costs, and or at rates agreed to the parties, in advance.

Notwithstanding the foregoing, the parties will establish criteria for determining work to be classified as "complex litigation," for which the firm shall be compensated, at the above applicable rate(s), outside of the earned retainer fee. "Complex litigation" matters may include matters such as class actions, catastrophic torts, or litigation with high exposure.

To the extent that there are future requests for legal services with respect to these matters or other matters not provided for in this Agreement, such services will be described with specificity in an addendum to an engagement letter and will be governed by such engagement letter, unless mutually agreed.

Unless otherwise specified, the Firm's fee structure is based upon hourly rates for all attorneys, policy advisors, paralegals, law clerks, research assistants, and practice assistants. We record time expended on hourly fee matters in increments of one-tenth of an hour and calculate fees on that basis, unless otherwise specified.

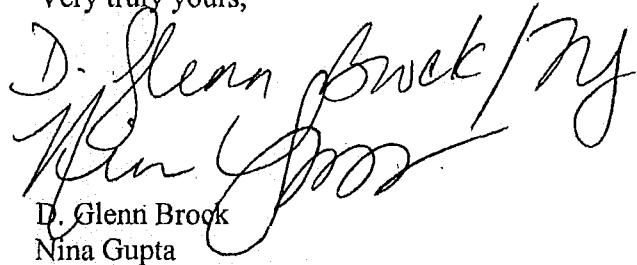
Our invoices are due within thirty (30) days from presentation of the invoice. Our rates will

change from time to time based on, among other variables, changes in attorney seniority or status, and changes in our rates generally. For more information on this subject, please refer to the Terms. Information regarding costs and expenses is also set forth in the Terms.

We appreciate the opportunity to be retained by the DeKalb County Board of Education. The effective date of our agreement is the date on which the DeKalb County Board of Education authorizes this engagement, and the date of this letter agreement on page 1 is for convenience of reference only.

Of course, if you have any questions, please let us know. Once again, we are pleased to have this opportunity to represent the DeKalb County School District and look forward to working with you to build a long and successful relationship.

Very truly yours,



D. Glenn Brock
Nina Gupta

NG:ngl
Attachment

ACCEPTED AND AGREED

DEKALB COUNTY BOARD OF EDUCATION

By: Melvin Johnson

Name: Dr. Melvin Johnson

Its: Chairman

By: Michael L. Thurmond

Name: Michael L. Thurmond

Its: _____

Superintendent

NELSON MULLINS RILEY & SCARBOROUGH LLP
TERMS OF ENGAGEMENT

Except as modified by mutual agreement in writing, Nelson Mullins Riley & Scarborough LLP (“we”) and the client (“you”) agree to the following provisions with respect to the relationship between them:

Respective Responsibilities of Attorney and Client

We will keep you informed of significant developments arising regarding the matter or matters within the scope of our engagement (the “Subject Matter”) and will consult with you as to our progress and issues that arise. You will be candid and cooperative with us and will keep us informed with complete and accurate factual information, documents and other relevant communications. You will also assist us by making decisions appropriate to enable completion of the work and performance of the services. We provide only legal services. Among other things, we are not providing investment, insurance, accounting or technical advice.

Timely Billing and Payments; Billing Rates

Fees, charges and expenses will generally be billed monthly and are payable upon presentation, unless otherwise specified in the Engagement Letter. You agree that you will promptly review our invoices, raise any questions regarding the amounts and items billed within 30 days of presentation and pay all amounts billed consistent with these Terms of Engagement. We reserve the right to postpone or defer providing additional services or to discontinue our representation, if billed amounts are not paid when due. The rates of the specific attorneys or staff involved from time to time in your matters, and the basis of all of our other charges, are available to you at any time on request. Individual rate changes will be evident from the detailed information you receive with each bill.

Charges for Other Items

Your invoice will include other charges and costs that you agree by these Terms to pay, including the following: (i) *Charges*. We have a Schedule of Standard Charges, which is available upon request, for services such as document reproduction, long distance telephone calls, facsimile, couriers, computer legal research, and certain word processing . The Firm will not charge DCSD for secretarial overtime. These charges will be billed at the actual costs incurred; (ii) *Charges for Travel, Lodging, Meals and Meetings*. Our attorneys are instructed to seek transportation, lodging, meal and other travel accommodations at reasonable rates. You agree to pay all reasonable travel charges for these items, which may include the actual costs incurred. The Firm will not charge DCSD for costs associated with local travel within the metro Atlanta area. When a meeting is for your benefit, you agree to pay actual meal (and

related service) costs and other direct and specific meeting-related costs, if billed to you; (iii) ***Costs and Expenses.*** You also agree to pay any and all other costs that we incur for your benefit (such as for expert witnesses, consulting services, external duplicating or scanning, filing fees, special delivery charges, special appearance fees and other fees imposed on attorneys in connection with the specific engagement, etc.) at our actual cost. At our option, we may send vendor invoices to you for direct payment, and you agree to pay them in a timely manner. Notwithstanding the foregoing, we assume no obligation to advance any costs or expenses on your behalf or to pay vendors, experts, consultants or other third parties we engage on your behalf. As with all of our fees, charges, and costs to be charged to you, additional information is available on request.

Disclosure of Conflicts and Other Information

To allow us to conduct a conflicts check, you represent that you have identified to us all persons and entities that are or may become involved in the Subject Matter, including all persons and entities that in any material respect are related, affiliated or associated with you, and other involved or potentially involved parties. You also agree that you will promptly notify us if you become aware of any other persons or entities that are or may become involved in the Subject Matter.

Agreement to Use Name

In connection with advertising and marketing efforts, the Firm may provide a list of representative clients and matters. Rules regarding disclosure of the identity of clients and/or the amount of work that the Firm has performed for a client vary by jurisdiction. In order to avoid any uncertainty, we prefer to address an agreement regarding disclosure of the identity of clients, the nature of the work performed, and the amount of work performed at the commencement of our engagement. Your consent to the engagement of Nelson Mullins will constitute your informed consent to the use of your name, the nature of work performed, and the amount of work performed by Nelson Mullins in connection with advertising and other marketing efforts by Nelson Mullins. If you have any questions regarding this or would like to discuss it, please let us know.

Confidentiality and Privacy; Electronic Communication

In the course of providing our clients with legal advice, we sometimes receive confidential information from our clients. We store our electronic client file documents electronically offsite with a third party entity and certain physical documents are also stored offsite. In addition, while we work predominantly on secure network connections, there may be times that a public wireless connection may be used. Also we will likely engage in electronic communications with you. In order to guard this information, we maintain various physical,

electronic, and procedural safeguards. If you have any questions or concerns regarding the foregoing, please let us know. Otherwise, your consent to the engagement of Nelson Mullins will be deemed consent to the provisions regarding Confidentiality, Privacy and Electronic Communication set forth above, including without limitation, the acknowledgement and consent to the storage of client information and documents offsite, and our use of electronic communication.

Fees Not Contingent; Estimates Not Binding; No Guarantee

Unless otherwise specifically agreed in writing, our fees are not contingent upon the outcome or completion of a matter. Unless otherwise expressly agreed in writing, our estimates and budgets are not intended to be binding, are subject to unforeseen circumstances, and do not limit or "cap" our fees and other charges or costs, except as otherwise set forth in the Engagement Letter. During our representation, we may express our opinions, views or beliefs concerning various matters. Any such statements are intended to be an expression of opinions, views and beliefs only, and should not be construed by you as a guarantee of any type.

Termination of Representation

You can terminate our services at any time. If you do, you agree to give us prompt written notice of the termination. If we are attorneys of record in any proceeding, you agree to promptly execute and return to us any Substitution of Attorney document we provide to you. We can also withdraw from this representation at any time, except to the extent limited by applicable law or rules of professional conduct. The most common reasons for withdrawal include: (1) you fail to honor the terms of our engagement letter, including these Terms of Engagement or fail to pay our invoices in a timely manner; (2) you make it unreasonably difficult to represent you effectively or you insist on conduct contrary to our advice on a matter; or (3) facts or circumstances arise that, in our view, render our continuing representation unlawful or unethical. If we elect to withdraw, you will take all steps necessary to free us of any obligation to perform further services, including the execution of any documents necessary to complete our withdrawal. Notwithstanding any termination or withdrawal, you will remain obligated to pay us for all services provided and to reimburse us for all costs and expenses paid or incurred on your behalf before such termination or withdrawal or which are reasonably necessary thereafter. **Our representation of you will be considered terminated at the earlier of (1) your termination of our representation, (2) our withdrawal from our representation of you, (3) the substantial completion of our work for you, as evidenced by a final bill, or (4) by a substantial period of inactivity with respect to you not caused by our negligence.**

Registered Limited Liability Partnership/Limitation on Liability

The firm of Nelson Mullins Riley & Scarborough LLP is a South Carolina registered limited liability partnership, registered also as a foreign limited liability partnership in certain other jurisdictions. As a result, our individual partners, as distinguished from the partnership, are generally not liable to you, directly or indirectly, for debts, obligations, or liabilities that are incurred, created, or assumed by the Firm. The Firm maintains a professional malpractice policy of at least \$10,000,000 and shall do so throughout the engagement. In the event of a dispute, the Firm and DCSD agree that the jurisdiction and venue of any such dispute shall be the Superior Court of DeKalb County, Georgia.

Document Retention and Destruction

In the course of our representation of you, we are likely to come into possession of documents or other materials belonging to you or otherwise constituting client records, such as correspondence, pleadings, transcripts, exhibits, physical evidence, and other items reasonably necessary to your representation (collectively, "Client Materials"). Once the particular matter to which those Client Materials relate has been concluded, we will either (1) return the Client Materials to you at your last known address, (2) retain them in our storage, or (3) dispose of them. In the event the Client Materials are returned to you, you agree we have the right, but not the obligation, to keep a copy of the Client Materials. If you do not request the return of the Client Materials upon conclusion of the matter, in the absence of any other specific arrangements with you or legal requirements to the contrary, you agree that we may dispose of those Client Materials consistent with our records retention policy that we may have in effect from time to time without notice to you. Our own files pertaining to the matter will not be delivered to you. You agree that our Firm's files include, for example, Firm administrative records, time and expense reports, personnel and staffing materials, and credit and accounting records, as well as internal lawyers' work product (such as drafts, notes, internal memoranda, and legal and factual research, including investigative reports and mental impressions, prepared by us for our internal use), and our lawyers' internal communications with one another. You agree that our files remain our property and for various reasons, including the minimization of unnecessary storage expenses, or for no reason, we may destroy or otherwise dispose of our files in a reasonable time after the conclusion of the matter without notice to you.

No Waiver of the Firm's Privilege

From time to time issues may arise for the Firm that raise questions under attorneys' professional conduct rules, including possible disputes with a client and conflicts of interest issues. When such issues arise, we generally seek the advice of certain of our partners who assist with these matters, including, without limitation, our General Counsel. We consider

such internal consultations to be protected from disclosure under the attorney-client privilege. Accordingly, you agree that if the Firm determines, in its own discretion, to consult with counsel (either internal counsel or, if it chooses, outside counsel) the Firm's on-going representation of you shall not result in a waiver of any attorney-client privilege that the Firm may have to protect the confidentiality of the Firm's communications with such internal or external counsel.

Application to Subsequent Matters; Miscellaneous

The agreement reflected herein applies to our present representation of you and to any subsequent matters we specifically agree to undertake on your behalf in the future, unless we agree in writing to a different arrangement. You also agree to pay us on the same basis as set forth above for fees and expenses incurred in responding to subpoenas, in testifying (and preparing testimony) by deposition or otherwise, and otherwise responding with respect to claims or demands relating to the Subject Matter, whether or not related to our services and whether or not we are then representing you. The terms of this letter, including the Terms, are severable.