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STEVEN D. MANN
TEL (313) 496-7509
FAX (313) 496-8451
E-MAIL mann@millercanfield.com

Miller, Canfield, Paddock and Stone, P.L.C.
150 West Jefferson, Suite 2500
Detroit, Michigan 48226
TEL (313) 963-6420
FAX (313) 496-7500
www.millercanfield.com

January 20, 2021

Via email only

Ms. Joni L. Scott
Village Clerk
Village of Northport
116 W. Nagonaba Street
Northport, MI 49670

Re: Bond Counsel Engagement Letter - Installment Purchase Agreement

Dear Joni:

This letter will confirm our engagement with the Village of Northport (the "Village") as Bond counsel in connection with the proposed Installment Purchase Agreement (the "Agreement") to finance the cost for the acquisition of a dump truck and a loader truck. We value highly our relationship with the Village and you may be assured of our prompt and complete attention to this financing. It is our practice when beginning work on a new matter to send an engagement letter like this which sets forth the scope of our services as Bond counsel and the nature of our compensation.

Bond Counsel's Role

Bond Counsel is engaged as a recognized expert whose primary responsibility is to render an objective legal opinion with respect to the authorization and issuance of the Agreement. Our approving legal opinion with respect to the Agreement will be executed and delivered by us in written form on the date the Agreement is exchanged for its purchase price, and will be based upon facts and law existing as of its date. In rendering the opinion, we will rely upon the certified proceedings and other certifications of public officials and by other persons furnished to us without undertaking independent verification of the information contained in the proceedings and certifications.

In performing our services as Bond counsel, our client is the Village and we will represent its interests. However our representation of the Village does not alter our responsibility to render an objective opinion as Bond counsel. Upon delivery of the opinion our responsibilities as Bond counsel will be concluded with respect to the Agreement.

Scope of Bond Counsel Services – What We Will Do

As Bond counsel, we would provide the following services customarily performed by Bond counsel respecting the authorization, sale, issuance and delivery of Agreement:

1. Meet or consult with Village officials, if requested, and others to explain the legal nature of a proposed borrowing, the Village's power to borrow and the limitations on that power, and consult with Village officials and the financial advisor, if any, in the design of the financing program and timing schedules.

2. Prepare the Agreement, along with the necessary resolutions and other documents to authorize, issue and deliver the Agreement.

3. Examine the tax issues related to the Agreement (done by an attorney specializing in the requirements of the Internal Revenue Code as they apply to municipal tax-exempt Agreements) to assure that all requirements of the Internal Revenue Code are complied with and that any adverse tax consequences are minimized.

4. Prepare the Agreement for delivery to the purchaser. We will also participate in the delivery of the Agreement to the purchaser in order to handle legal matters that may arise at those times.

5. Give the approving opinion as to validity and enforceability of the Agreement and their authorizing documents and as to the exemption of the interest on the Agreement from federal and state income taxation, if applicable.

Our professional responsibilities as attorneys in this matter will be limited to interpretations of law and other legal issues and the drafting of legal documents. We are not municipal advisors under the federal Dodd-Frank Act. In no event, of course, would we presume to assume the responsibilities of the Village or the professional responsibilities of any other advisor with respect to such non-legal matters.

Additional Services

We believe that the above services encompass the normal scope of Bond counsel activities.

Our services as Bond counsel do not include activities outside of that norm, such as review of construction contracts, purchase contracts, condemnation, title issues or recording deeds involved in land acquisition, representation of the Village in litigation or administrative proceedings that might arise in connection with the Agreement. In the event that serious matters or matters outside the norm arise in these areas, we would provide you at that time with a fee quote for such additional services.

Our engagement does not include any obligation to monitor compliance with the federal tax requirements found in the Internal Revenue Code of 1986 (the "Code") and applicable to the Agreement, including the rebate requirements of Code Section 148(f), if applicable, as described in an exhibit attached to the Nonarbitrage and Tax Compliance Certificate that the Village will execute in connection with the issuance of the Agreement, or in connection with any audit or examination of the Agreement by the Internal Revenue Service. However, we would be available to assist with rebate calculations or any audit or examination as a separate engagement.

Conflict of Interest Policy

Our firm is one of the largest in Michigan. In addition to having the largest public finance practice in the State, our attorneys represent a great many clients and our practice is in many different legal areas. At one time or another, our firm has represented nearly every large and many smaller commercial and investment banks and other Bond purchasers that do business in Michigan.

We are not representing and do not intend to represent any other party in this financing. We do not believe that our representation in unrelated matters of the various other parties both in and out of the municipal area will affect our ability to serve the Village as Bond counsel.

Because we are a large firm with many clients we are asked occasionally to represent a client in a matter adverse to the Village. We, of course, would decline to represent any client in a matter involving the Village that would conflict with our services to the Village as Bond counsel for the above issue. Moreover, before we would represent a client adverse to the Village in any area not involving the Bond issue, we would advise the Village before undertaking such representation.

Fees

It is our understanding that the Village is considering the financing of approximately $332,000 pursuant to the Agreement. Based on the terms, structure, size and schedule of financing, the time we anticipate devoting to the financing, and the responsibilities that we assume, our legal fee as bond counsel would be $4,500, including all out-of-pocket expenses, including travel costs, document production, deliveries, long distance telephone charges and other necessary office disbursements. Such fee may vary if: (i) the principal amount of the proposed financing changes substantially, (ii) if material changes in the structure of the financing occur, including the need to document the financing through multiple installment purchase agreements, or (iii) unusual or unforeseen circumstances arise which require a significant increase in our time or responsibility. If at any time we believe that circumstances require an adjustment of our original fee estimate, we will consult with you. Our customary practice is to submit our invoice for payment at the time of the delivery of the Agreement.

We welcome this opportunity to be of service to the Village and look forward to working with you. If you have any questions regarding this letter, please give me a call.

Very truly yours,

Miller, Canfield, Paddock and Stone, P.L.C.

By

Steven D. Mann

SDM/law

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