McNees Wallace & Nurick LLC
100 Pine Street
P.O. Box 1166
Harrisburg, PA 17108-1166

Brian F. Jackson
Chairman
Direct Dial/Fax: 717.237.5467
bjackson@mcneeslaw.com

February 27, 2026

VIA E-MAIL

Dr. Melissa McTiernan
Superintendent of Schools
Phoenixville Area School District
386 City Line Avenue
Phoenixville, PA 19460
McTiernanm@pasd.com

Dr. Scott Overland
Board President
Phoenixville Area School District
386 City Line Avenue
Phoenixville, PA 19460
Overlands@pasd.com

Dear Dr. McTiernan and Dr. Overland:

On behalf of McNees Wallace and Nurick, LLC, I want to thank you for the opportunity to serve you. We are most excited to have the entire Fox Rothschild Education Team join us on April 1, 2026. We are committed to making every effort to ensure a smooth transition over the coming days and weeks so that the exceptional service that the Fox Rothschild team has provided for years will continue without interruption.

We welcome the opportunity to introduce you to McNees as we serve you going forward. In advance of meeting you in person, we would like to provide some information about our firm and the new home of your counsel. In that regard, please feel free to review the Introduction to McNees brochure which is attached to this email.

We are committed to making this transition transparent to the District. Every attorney and professional who has been serving you through Fox Rothschild will continue to work with you following the move to McNees. There will be no change in personnel, no change in the quality of service you have come to expect, and no disruption to pending matters or ongoing representation.

Additionally, through June 30, 2027, we will continue to honor the same rates and retainer arrangements set forth in your most recent engagement letter with Fox Rothschild. You will experience continuity in both the team serving you and the financial terms of your representation.

In order to facilitate the smooth transition, we suggest that the following motion be placed on the agenda for the next public meeting of your Board of Directors:

> ***Motion to acknowledge that the Education Department of Fox Rothschild, LLP, the appointed Solicitor, will become the Education Group of McNees, Wallace & Nurick, LLC effective April 1, 2026. No changes are being made to the terms of the representation, current rate structure, or personnel. The Superintendent and/or Board President are authorized to sign documents necessary to recognize the change.***

Following an affirmative vote, we would ask that you execute the attached McNees engagement letter and return a copy to me. While Fox Rothschild will continue to serve you through March 31, 2026, your execution of this engagement letter will allow us to take the necessary steps to collaborate with Fox Rothschild to facilitate a smooth transition.

We look forward to serving you and I look forward to meeting you soon.

Sincerely,

Brian F. Jackson
Chairman
MCNEES WALLACE & NURICK LLC

Enclosures

McNees Wallace & Nurick LLC
100 Pine Street
P.O. Box 1166
Harrisburg, PA 17108-1166

Brian F. Jackson
Chairman
Direct Dial/Fax: 717.237.5467
bjackson@mcneeslaw.com

February 27, 2026

VIA E-MAIL

Dr. Melissa McTiernan
Superintendent of Schools
Phoenixville Area School District
386 City Line Avenue
Phoenixville, PA 19460
McTiernanm@pasd.com

Dr. Scott Overland
Board President
Phoenixville Area School District
386 City Line Avenue
Phoenixville, PA 19460
Overlands@pasd.com

RE: Engagement – Solicitor
Phoenixville Area School District

Dear Dr. McTiernan and Dr. Overland:

Thank you for selecting McNees Wallace & Nurick to provide legal services to Phoenixville Area School District ("PASD"). We appreciate the confidence you have shown in our Firm.

This letter sets forth the scope and terms of our engagement as well as our expectations of you regarding billing, payment, cooperation and communication during our representation. These terms will also apply to additional legal services that we may agree to provide beyond those described in this letter.

You have asked our Firm to represent PASD as Solicitor effective April 1, 2026, and to provide legal services relating to the transition of the Solicitor position effective upon the execution of this engagement letter. Our client in this engagement is PASD only and no one else. We will not be representing any of PASD's directors or employees.

McNees is a large law firm and represents many other clients in many other matters. Those clients may interact with one another in many different respects. Thus, during the time we are representing PASD, we may also represent other clients—including clients who are directly or indirectly adverse to PASD or may otherwise have business interests that are adverse to PASD's interests—in disputes or transactions adverse to PASD that are not substantially related to this representation. [For example: We regularly represent taxpayers in tax assessment appeals, financial institutions and other sources of financing in financing transactions, and construction companies such that we may be adverse to PASD in such representations.]

Based on the foregoing, PASD agrees that our representation of it as Solicitor will not automatically disqualify our Firm from, in the future, opposing it in litigation, transactions, or other legal matters that are not substantially related to the immediate subject matter at issue such that conflicts or substitution counsel may be obtained by PASD to represent PASD in that immediate matter at issue, and PASD consents to any conflict of interest with respect to those representations. We agree, however, not to use any proprietary or other confidential information of a nonpublic nature concerning PASD acquired by us because of our representation of PASD to its disadvantage in any litigation or other matter in which we are opposed to it. Additionally, PASD agrees that we may identify PASD as a client and disclose the nature of our engagement(s) to other clients and potential clients for the limited purpose of seeking waivers of conflicts of interest. We agree, however, that PASD's consent to this disclosure shall not apply in any instance in which the revealed information would compromise PASD's attorney-client privilege.

Our fees will be based primarily upon hourly rates the Firm sets for each person who provides legal services in this matter, however through June 30, 2027, we will continue to honor the specific retainer arrangements (if applicable) and hourly rates set forth in the most recent engagement letter with Fox Rothschild LLP. That engagement letter is attached hereto.

Any requested service that is outside of the scope of the attached Fox Rothschild engagement would be performed at the applicable hourly rates of the specific McNees attorneys and professionals and would be subject to a separate engagement with McNees Wallace & Nurick LLC.

Any estimate we furnish of the amount of fees and costs likely to be incurred in this matter will be based on our professional judgment, taking into account the variety of factors that affect the scope, complexity and duration of any matter. That estimate is not a maximum or fixed-fee quotation unless stated otherwise. The payment of our fee is not contingent on outcome or success.

The enclosed document titled "Financial Arrangements with Clients" describes the billing policies and procedures that will apply in this engagement. Please read it carefully and retain it with this engagement letter. You agree to pay our statements for services and expenses within thirty (30) days. If our statements are not paid when due, you agree that we may withdraw as your counsel, consistent with our professional responsibilities, and you will be responsible for engaging other counsel in this matter, should you choose to do so.

We need your cooperation and support during this engagement, which includes informing us of relevant facts and circumstances that may bear on this matter. Any and all privileged and confidential information you provide to us will be held as such. Please keep in mind that attorney-client privilege can be lost by disclosures of privileged or confidential information to third parties. For that reason, your communications to us or to any third parties involved in this matter should be made with appropriate care to ensure their confidentiality.

If the above terms do not reflect your understanding of our engagement, or if there are any questions, I encourage you to discuss these concerns with me or other counsel of your choosing promptly.

We look forward to being of service to you.

Sincerely,

Brian F. Jackson
Chairman
MCNEES WALLACE & NURICK LLC

Enclosures

____
Name:

Title: ______________________________

Date: ______________________________

McNees

Financial Arrangements with Clients

1. **Fees.** Many factors are considered in billing for our services, including the hourly billing rates of the lawyers and paralegals who work on the matter, the novelty and complexity of the issues involved, the urgency with which the services must be performed, the extent to which an undertaking precludes us from representing other clients and the results achieved. In most instances, the number of hours spent by professional personnel is the principal basis for our fees.

2. **Hourly Billing Rates.** Generally, these rates vary from attorney to attorney depending on expertise, area of practice and experience. Hourly rates are reviewed annually and may increase during our engagement on your behalf.

3. **Disbursements.** Most engagements require that certain advances be made on your behalf by the firm from time to time. Out-of-pocket expenses for travel, toll-calls, filing fees, postage, overnight delivery and similar items, and charges for certain administrative services such as photocopying, document scanning, computer-assisted research and secretarial overtime specifically related to this matter will be separately billed and identified on our invoices. Certain disbursements may not be billed by us on the invoices on which related services are billed or may be passed on to the client for payment.

4. **E-discovery charges.** Unless we have made other arrangements, the following e-discovery charges will be charged. These amounts may be adjusted from time-to-time.

- Processing and preparation of client data - $60/ GB of data
- Cloud storage for active matters - $20/month/GB of data
- Cloud storage for inactive/archived projects - $15/month/GB of data

5. **Periodic Billings.** Unless we have made other arrangements, it is our policy to render monthly invoices for professional services. Usually, we prepare and mail invoices during the month following any month in which substantial services have been rendered and/or disbursements have been incurred. We expect that our invoices will be paid upon presentation, but, in any event, within 30 days after you receive the invoice.

6. **Administrative Charge.** In the event our invoices for fees and disbursements are not paid within thirty days after you receive them, we reserve the right to impose a charge at the rate of twelve percent (12%) per annum on the balance due to help defray the additional cost of carrying and administering delinquent accounts.

7. **Funds Held in Escrow.** During our engagement, we may have occasion to hold funds in escrow on your behalf. If pursuant to the terms of the escrow we are permitted to return the escrowed funds to you, we reserve the right to apply funds held in escrow to pay outstanding invoices for services and disbursements before remitting the balance to you.

8. **Termination of Representation for Failure to Fulfill Financial Obligations.** If you fail substantially to fulfill your financial obligation to pay for services rendered, and such failure continues after reasonable warning, we have the right to withdraw from the representation.

9. **Client files.** Client files at McNees are maintained in the firm's electronic document management system. McNees does not maintain a paper client file or an electronic client file outside its electronic document management system. Client files generally are stored for seven years after the file is closed. McNees has the right to charge reasonable costs for storing, handling, and copying client documents and files.

Any questions you may have regarding the firm's billing procedures or the nature and extent of our undertaking on your behalf should be directed to the attorney who is your primary contact in the engagement.

MCNEES WALLACE & NURICK LLC

980 Jolly Road, Suite 110
PO Box 3001
Blue Bell, PA 19422
610.397.6500 610.397.0450
WWW.FOXROTHSCHILD.COM

MARK W. FITZGERALD
Direct No: 610.397.7981
Email: MFitzgerald@FoxRothschild.com

March 12, 2024

VIA EMAIL
melberj@pasd.com

Dr. Jeremy Melber, Chief Financial Officer
Phoenixville Area School District
386 City Line Avenue
Phoenixville, PA 19460

Re: Fox Rothschild LLP Engagement Letter; Phoenixville Area School District - Agreement for Solicitor Services from July 1, 2024 through June 30, 2027

Dear Dr. Melber:

This letter will confirm that the Phoenixville Area School District ("Client") has retained Fox Rothschild LLP ("Firm") to represent Client in connection with the matters described below. The Engagement Letter ("Letter"), along with the attached Standard Terms of Engagement ("Standard Terms"), comprise the Engagement Agreement ("Agreement") between Client and the Firm and explain the terms under which the Firm will provide legal services to Client in this matter. (The Standard Terms are attached hereto and incorporated by reference as Exhibit 1.) In the event of a discrepancy between the Standard Terms and the Letter, the provisions set forth in the Letter will prevail.

Scope of Work. Client has engaged the Firm to provide the following services described in detail below ("Engagement"). Client has not engaged the Firm, nor has the Firm agreed, to represent Client regarding any other matter. If Client requires the Firm's services in connection with any other matter, please let me know.

Identity of Client. The Firm's only client in the Engagement is the party identified as Client in the first paragraph of this Letter. The Engagement is not an agreement to represent any of Client's affiliates, subsidiaries, parents, or related individuals, officers, directors, partners, members, shareholders, employees, independent contractors, or agents (collectively, "Affiliates") unless the Firm has specifically agreed to do so in writing. Client agrees that the Firm's representation of Client in the Engagement does not give rise to an attorney-client relationship between the Firm and any of Client's Affiliates. Further, the Firm's representation of Client in the Engagement will not give rise to any conflict of interest in the event other clients of the Firm are adverse to any of Client's Affiliates.

Client has agreed that Dr. Jeremy Melber will be the contact person ("Contact") for Client throughout the duration of the Engagement and that all Invoices should be sent to Contact for processing and payment.

Term of Engagement – July 1, 2024 through June 30, 2027. Client will be billed monthly on a fee arrangement based upon the appropriate designation of a matter as described below. It is understood that consistent with the Code of Professional Responsibility this Term of Engagement can be terminated at the will of Client.

RETAINER: ITEMS COVERED UNDER THE SCHOOL RETAINER JULY 1, 2024 THROUGH JUNE 30, 2027 – $25,000.00 PER YEAR IN 2024-2025; $25,000.00 PER YEAR IN 2025-2026; AND $26,000.00 PER YEAR IN 2026-2027

1. Attendance at two (2) Board meetings and contiguous executive sessions per month. Please note, we are prepared to discuss alternate meetings as the meetings the firm would attend per month subject to reasonable scheduling notice. This may include attendance at a Committee meeting in place of attendance at a Board meeting.

2. Routine matters involving the representation of Client that are not addressed in the sections involving NON-RETAINER: Items Not Covered Under the School Retainer (including but not limited to litigation matters).

3. Regular opinions (not involving tax advice, advice covered by Circular 230 of the Internal Revenue Service, or non-routine areas of advice addressed in NON-RETAINER: Items Not Covered Under the School Retainer) requested by either the Administration or the Board.

4. Non-adverse matters not described in the in Items Not Covered Under the School Retainer.

5. Client memoranda, updates, and newsletters.

6. New board member training and governance workshop with newly appointed board members in December, 2025 or at a time mutually agreeable with the parties. The firm will also be issuing in December, 2025 new board member training manuals with a compendium of up to date legal issues facing school boards in Pennsylvania.

7. One annual board training for each non-municipal election year to be scheduled at the convenience of the parties.

8. Preparation of routine agreements (except collective bargaining, computer, benefits, or other agreements described in NON-RETAINER: Items Not Covered Under the School Retainer). Notwithstanding the foregoing, if counsel is involved in reviewing or preparing an agreement with an adverse party, the matter will be an Item Not Covered Under the School Retainer.

9. Review and/or revisions to routine policies of the Board or proposed administrative regulations of the Board. This would not include, however, specialized policies, such as sexual harassment, Family and Medical Leave Act, HIPAA, Internet, acceptable use policies, data destruction policies, and any procedures and/or implementation related to the same.

10. Preparation of routine resolutions or wording of resolutions.

11. New board member training session and training manual in municipal election years.

12. During non-countywide reassessment years, attendance at the county assessment hearings for commercial appeals as directed by the Business Office of Client subject to a guideline developed by Client and approved by the Firm.

NON-RETAINER: ITEMS NOT COVERED UNDER THE SCHOOL RETAINER JULY 1, 2024 THROUGH JUNE 30, 2027 – SUBJECT TO A BLENDED[1] HOURLY RATE OF $205.00 PER HOUR IN 2024-2025; $210.00 PER HOUR IN 2025-2026; AND $215.00 PER HOUR IN 2026-2027

1. Attendance at board or committee meetings beyond what is referenced in Paragraph 1 under matters covered by the retainer.

2. Student discipline issues, special education hearings, advice relating to special education matters when the student is represented by an advocate or an attorney, or subsequent litigation (subject to insurance carrier requirements).

3. Student and/or employee subpoenas and/or requests for production of documents.

4. General Title IX advice.

5. Responses to Right to Know requests pursuant to Pennsylvania law.

[1] This rate is charged regardless of the individual performing the service.

6. Seeking exceptions or court petitions relating to any referendum requirements.

7. Non-routine situations that would involve matters in which a case or controversy has arisen or may arise by virtue of threatened litigation or litigation that is imminent or likely, circumstances in which Client is contacted by an attorney representing a specific client, actual litigation, hearing requests, citizen complaints, OCR investigations, defense of complaints filed in court or before agencies, hearings before the School Board itself, or other items contemplated in SPECIALLY NEGOTIATED RATES, Paragraph 5.

8. Negotiation with vendors or other parties concerning non-routine contracts.

9. Student residency disputes.

10. Establishing or terminating special entities, such as authorities, vocational-technical schools, foundations, joint school or departments, consortia, charter schools, or other similarly formed related entities.

11. Court proceedings for the sale of real estate.

12. Special court actions required pursuant to the School Code or other law.

13. Responding to Auditor General investigations or District Attorney investigations.

14. Non-routine policies.

15. Acceptable use policies and standard software licensing agreements that are not addressed in Miscellaneous Matters and Rates.

16. Specialized Act 1 of 2006 advice.

17. Specialized advice regarding Act 32 of 2008 (tax collection advice).

18. Issues relating to delinquent tax collection.

SPECIALLY NEGOTIATED RATES

1. School financing, including but not limited to bond issues, collateral exchanges, tax revenue anticipation notes, swap agreements, and loans. These matters will usually be handled on a fixed fee basis, to be determined by the Firm and Client, based upon the size and complexity of the issue.

2. Personnel related matters, including identified personnel in matters involving employees of the District, labor related issues, Act 93 and other employee issues at a rate of $250.00.

3. Specific Title IX matters in which an identified Complainant and/or Respondent are present and the District must consider an investigation at a rate of $250.00.

4. Matters relating to tax increment financing work, which will be billed at the rate of $300.00 per hour, unless such rates are subject to reimbursement of a non-insured third party (i.e., developer), when the rates will be based upon the customary hourly rates charged by the Firm to non-retainer, non-school clients.

5. Specialized contracts calling for a tax opinion from the Firm (i.e., financing and copier leases), guaranteed energy savings contracts, preparation of specialized agreements or plans, such as Section 125 plans, Section 457 plans, Section 401(a) plans, Section 403(b) plans, Health Reimbursement Accounts, benefits-related agreements, COBRA, HIPAA, and PSERS advice, condemnation and construction litigation, transactional aspects of major building construction projects, including but not limited to alterations of school buildings involving projects instituted on or after the date of this Retainer Agreement, land development issues involving building projects, tax opinions required pursuant to IRS Circular 230, intellectual property advice or agreements, immigration advice or proceedings, or any advice or proceedings relating to the formation or dissolution of foundations formed pursuant to Section 501(c)(3) of the Internal Revenue Code, matters involving the sale or purchase of school property and matters involving the transactional aspects of major building construction projects, which would include but not be limited to the alterations or renovations of school building projects, specification review, architectural contracts, or engineering projects for projects instituted on or after the date of this Retainer Agreement will be handled at a blended rate of $250.00 per hour.

6. **Audit inquiry responses**: A flat fee of $750.00 for the original audit inquiry request and $550.00 per update will be charged.

7. Litigation instituted on or after the date of this Retainer Agreement that will be unique or non-customary litigation on the part of Client. An example of this exception will include complex securities litigation, bankruptcy litigation, litigation involving investment of bond or other investment proceeds of Client, any complex litigation not described in Items Not Covered Under the School Retainer. Such litigation will be charged based upon the customary hourly rates charged by the Firm to non-retainer, non-school clients, less 20%.

8. **Matters covered by insurance**. Notwithstanding the rates set forth in this Retainer Agreement, the Firm's handling of insurance matters will be subject to the insurance

company representation guidelines and rates. Where an insurance company is involved, we may ask that you pay our monthly bills and then we will submit claims for reimbursement on your behalf to the insurance company. In all cases in which insurance coverage may be available, the ultimate responsibility for payment of our charges will remain with Client.

The hourly rates specified in the Letter shall prevail over the range of fees in the Standard Terms as specifically set forth in the Letter.

The Firm typically incurs costs in connection with the Engagement. These costs include long distance telephone charges, postage, delivery charges, facsimile and photocopy charges, computerized legal research and related expenses, travel expenses including parking, mileage, meals, and hotel costs, and use of outside service providers including printers or experts. In litigation matters, such expenses may also include filing fees, deposition costs, process servers, court reporters, and witness fees. Client agrees to reimburse the Firm for any costs and expenses incurred in the course of the Engagement. If the Firm anticipates that substantial expenses will be incurred on Client's behalf, the Firm will advise Client and the Firm may request that Client pay these expenses directly.

The Firm will issue regular Invoices that detail the fees and costs incurred in the Engagement ("Invoices"), usually on a monthly basis. The time charged will include all time the Firm devotes to the Engagement.

Payment is due within thirty (30) days from the date of Invoices. Unpaid Invoices will accrue interest at the maximum rate permitted by applicable laws. If an Invoice is not timely paid, the Firm may withdraw from the Engagement. If necessary, the Firm shall file a motion with the court to withdraw as counsel in the Engagement and Client shall not oppose said motion.

Although the Firm attempts to capture all fees charged and disbursements made on Client's behalf through the closing date set forth in each Invoice, there may be fees or charges for a particular time period that will not appear on certain Invoices. Any such fees or charges will appear on subsequent Invoices.

No individual except the Firmwide Managing Partner, or his/her designee, has the authority to modify the Invoices submitted to Client.

No Retainer. No retainer is requested at this time. However, the Firm reserves the right to request retainers in the future.

Prospective Waiver. The Firm is a large law firm with many offices and represents many companies and individuals in numerous jurisdictions. It is possible that during the course of the

Engagement another client will have a transaction with or a matter adverse to Client unrelated to the Engagement or any subsequent engagement for Client. Such matters may include, for example, a real estate transaction or land use matter, a bankruptcy matter, a financing matter, business counseling, corporate matter, a patent or intellectual property matter, or a labor and employment matter. This will confirm that Client agrees that the Firm may continue to represent or may undertake in the future to represent existing or new clients in such matters not substantially related to the Engagement, even if the interests of such clients in those other matters are directly adverse to Client. We agree, however, that Client's prospective consent to conflicting representations contained in this paragraph will not apply to any litigation matters. Furthermore, the Firm agrees not to use any proprietary or other confidential information of a non-public nature concerning Client acquired by the Firm as a result of the Engagement to Client's material disadvantage in connection with any matter in which the Firm is adverse to Client. Client may wish to consult with independent counsel regarding this advance waiver.

Similarly, new lawyers frequently join the Firm. These lawyers may have represented parties adverse to Client while employed by other law firms or organizations. The Firm assumes that, consistent with ethical standards, Client has no objection to the Firm's continuing representation of Client notwithstanding our lawyers' prior professional relationships.

Future Representation. If Client asks the Firm to take on an additional assignment in the future, Client and the Firm will reach a separate understanding covering that additional assignment, which understanding will be reflected in a separate writing, which may include emails.

Encryption of Electronic Email. We take data privacy very seriously. The Firm will first attempt to transmit all email to Client by means of the Transport Layer Security (TLS) protocol, which encrypts communications between Client's email server and the Firm's email server. Most major email providers support the TLS protocol, and it is considered a best practice in the security industry. If Client's email provider or server is not configured to receive communications sent with the TLS protocol, the Firm automatically will resend those communications without using the TLS protocol and without any encryption during transmission. The Firm strongly recommends that Client send and receive email containing attorney-client privileged information, Personally Identifiable Information, or Protected Health Information only by means of the TLS protocol. If Client is unable to receive email by means of the TLS protocol, please notify the undersigned and the Firm will use a third party service that will allow Client to retrieve its emails in a secure manner.

SUGGESTED MOTION FOR BOARD ACTION

Based upon this letter, we are suggesting that the following motion appear on your agenda:

> Motion to appoint Fox Rothschild LLP as Solicitor for the Phoenixville Area School District for the time period of July 1, 2024 through June 30, 2027, based upon the following the Engagement Agreement as presented to the Board of School Directors.

Conclusion. If Client has any questions about the Agreement, please contact me as soon as possible. Client may consult with separate counsel regarding this Agreement.

Please acknowledge Client's acceptance to the terms in the Agreement and receipt of the Standard Terms by signing one copy of the Letter and returning the signed copy to me at your earliest convenience. This Agreement will take effect on the date of Client's signature or when the Firm first performs legal services for Client, whichever is earlier.

We appreciate the opportunity and privilege to represent Client in the Engagement.

Very truly yours,

Mark W. Fitzgerald
For Fox Rothschild LLP

The undersigned hereby accept(s) and agree(s) to the terms of Engagement set forth in the Agreement.

PHOENIXVILLE AREA SCHOOL DISTRICT

Date: ____________________ By: ______________________________
(Name of Signing Agent)

____
(Signature)

____
(Fed. Employer ID No.)

Introduction to

McNees Wallace & Nurick

Updated as of January 2026

Who we are

We exist to provide professional services of value designed to enhance our clients' success. We do this with creativity and integrity while anticipating problems and understanding our clients' needs

McNees by the numbers

Thoughtful and strategic growth adding depth and sophistication in emerging industries

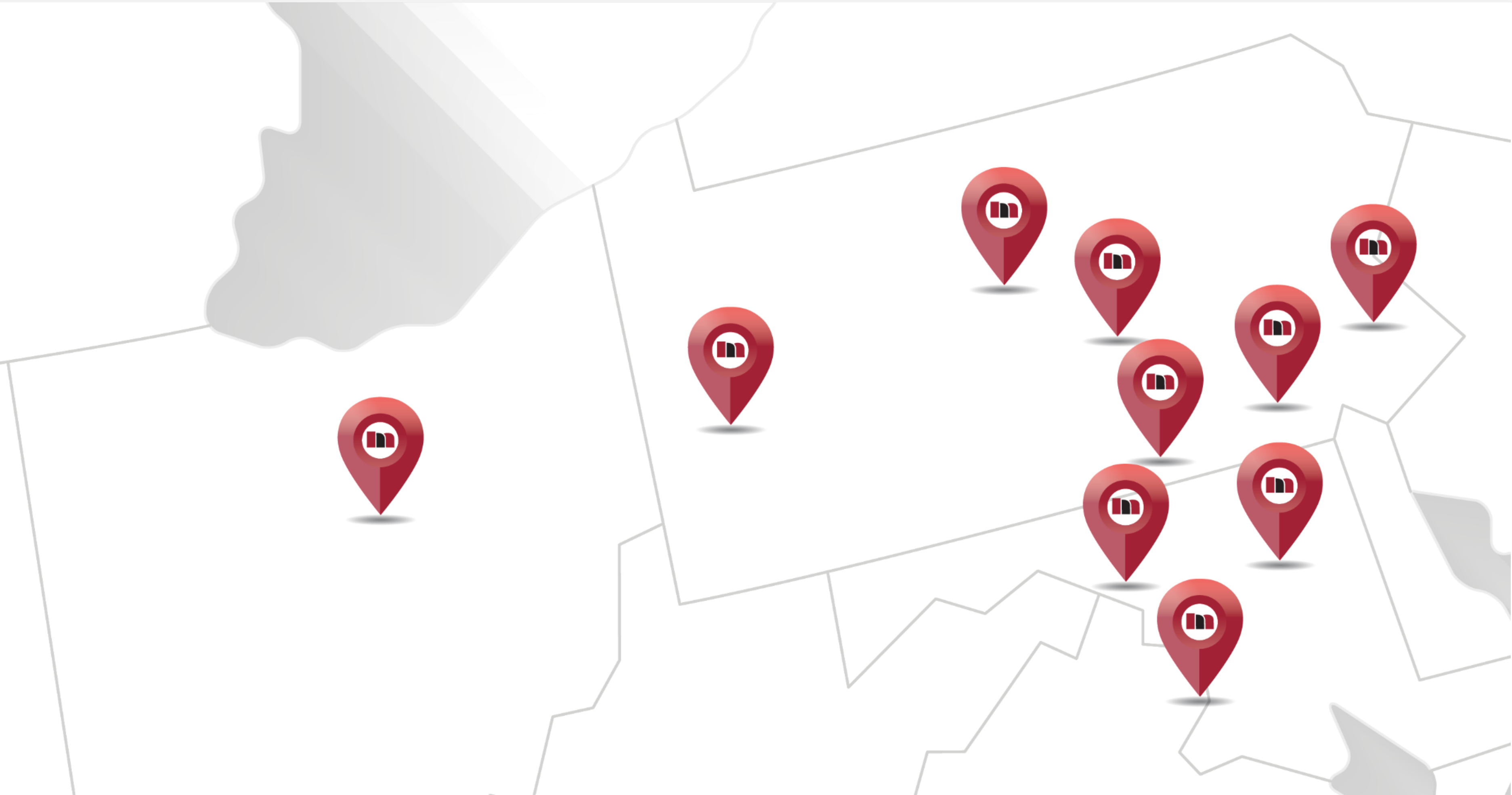
300+ TEAM MEMBERS

150+ ATTORNEYS

90+ YEARS SERVING CLIENTS

6+ ANCILLARY BUSINESSES

Regional and national reach



Serving clients from 10 locations

Radnor, PA
Harrisburg, PA
Lancaster, PA
Pittsburgh, PA
State College, PA
York, PA
Columbus, OH
Frederick, MD
Towson, MD
Washington D.C.

Core capabilities

Corporate and Tax

- Nonprofit law
- Mergers and acquisitions
- State and local tax
- Venture capital and emerging companies
- Bankruptcy and creditors' rights

Labor and Employment

- Federal and state employment regulation compliance
- Employee benefits and executive compensation
- Claims defense and labor disputes

Intellectual Property

- Marketing and advertising
- Licensing
- Franchise and distribution
- Patent
- Trademark and copyright
- Trade secrets

Real Estate and Construction

- Real estate financing and development
- Commercial leasing
- Land use and eminent domain matters
- Construction contract negotiations
- Insurance coverage

Public Finance and Gov't Services

- Environmental, Social and Governance (ESG)
- Bond counsel
- Debt restructuring
- Sale or lease of municipal assets
- Securities law

Estate Planning

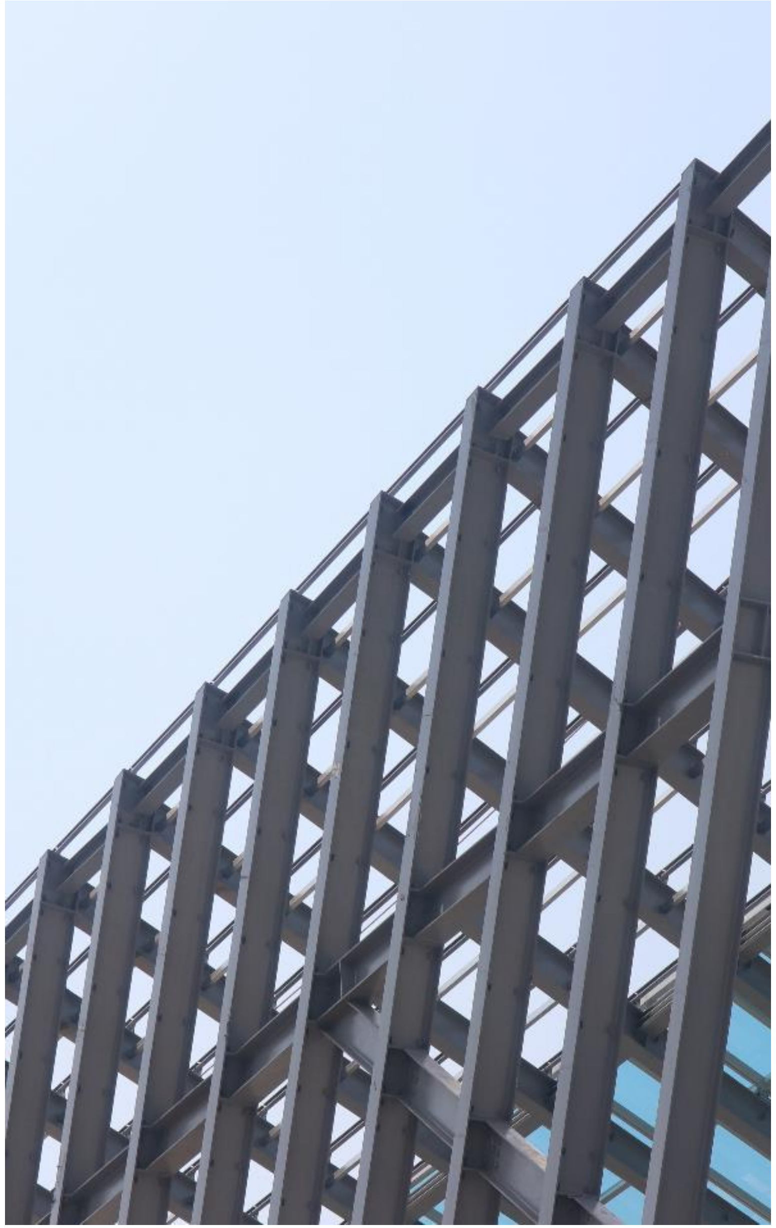
- Asset protection
- Business succession planning
- Estate and trust administration
- Wills and powers of attorney
- Estate and income tax

Energy and Environmental

- Energy and utility regulatory compliance
- Energy supply and project contracting
- Renewable energy
- Environmental compliance and permitting

Litigation

- Appellate and post-trial
- Family law and orphans' court
- Personal injury
- Professional licensure
- Internal investigations
- Privacy and data security
- White collar defense



Construction

Our construction law team represents owners, construction managers, contractors and subcontractors in arbitrations, local, state and federal courts, before state licensure boards and the Commonwealth of Pennsylvania Board of Claims.

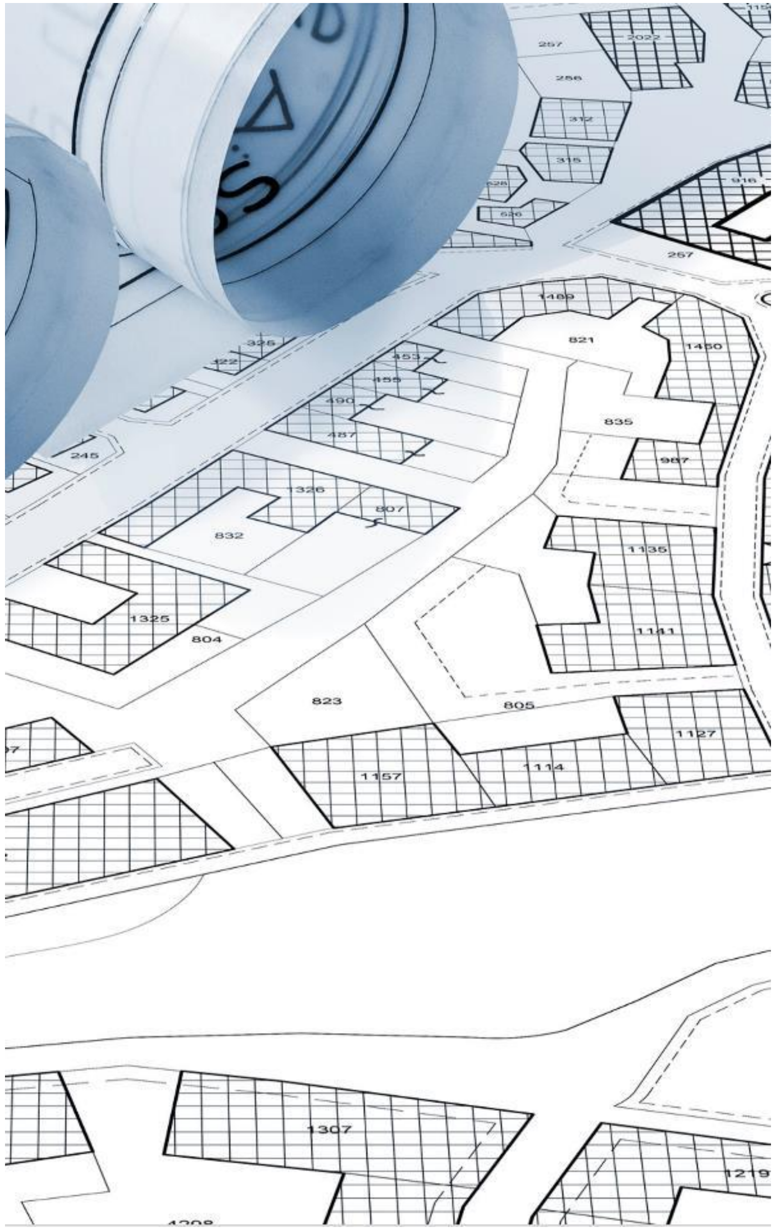
To handle construction disputes with the Federal Government, we are admitted to practice before the United States District Court for the Federal District.

We regularly advocate the interests of contractors in bid protests and other actions involving agencies of the Commonwealth of Pennsylvania and the federal government. Our convenient Harrisburg location, so close to Commonwealth agencies and tribunals, means that we can act quickly on your behalf.

Team of **15 attorneys**

Core offerings

- Contract negotiation
- Construction claims
- Mechanics’ liens and bond claims
- Construction dispute resolution
- Public contracts and procurement compliance



Real estate

Our real estate practice delivers sophisticated legal advice to a broad range of clients in virtually all areas relating to commercial real estate law.

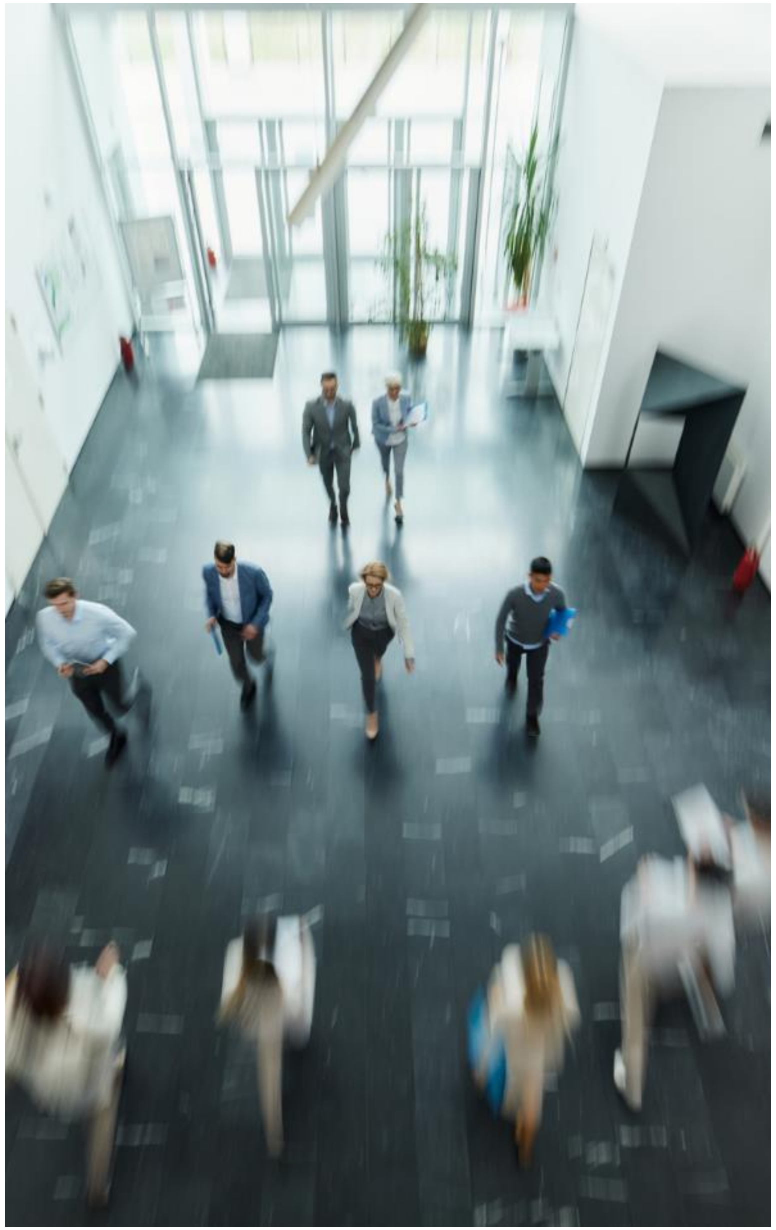
Our clients include residential and commercial real estate developers, investors, and lenders; buyers and sellers of real estate; businesses and non-profit entities, such as colleges and universities, with significant real estate components; and commercial lessors and lessees.

Our experienced real estate law team of lawyers, paralegals, and non-legal professionals, including a land use planner, assist and advise our clients on a broad range of projects.

Team of **26 attorneys**

Core offerings

- Zoning and land use
- Acquisitions and sales
- Eminent domain
- Redevelopment and infrastructure matters
- Real estate financing
- Commercial leasing



Labor and employment

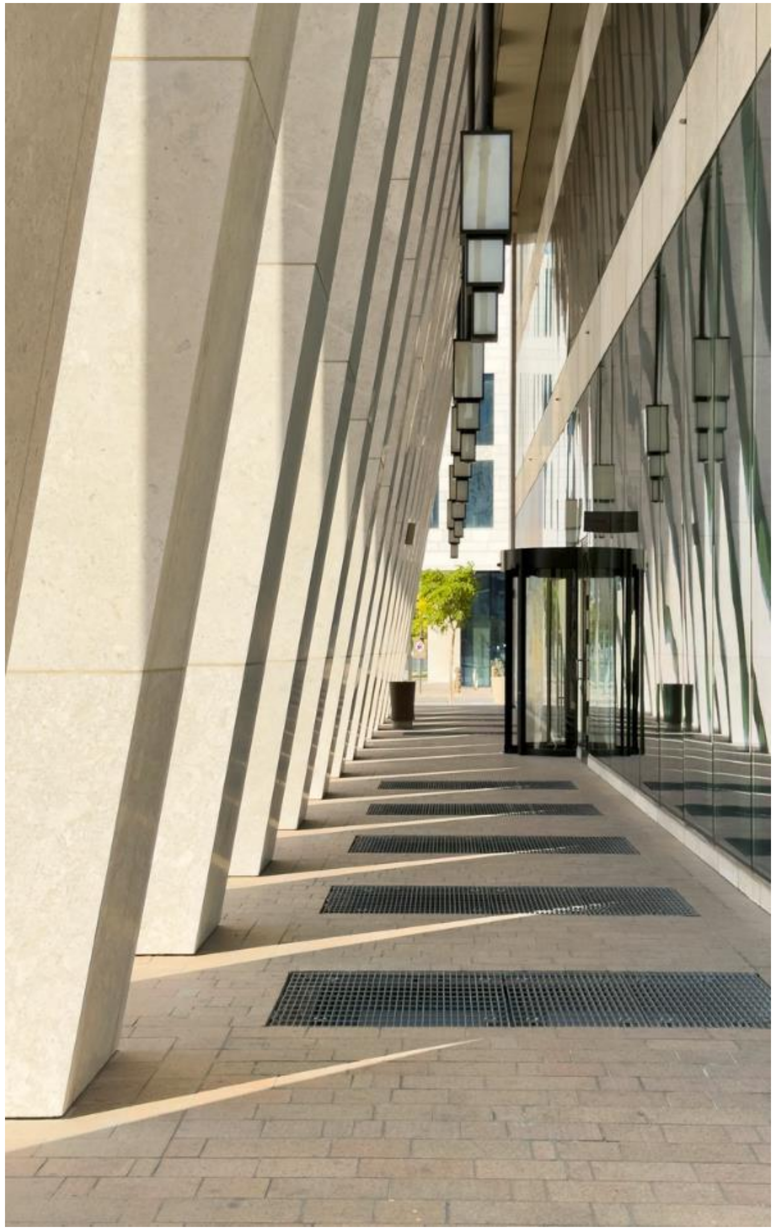
Our labor and employment team helps employers solve the seemingly endless array of issues that arise in the workplace by doing exactly that: we partner with employers to address the complex web of federal and state employment statutes and regulations.

We assist in developing a proactive, comprehensive approach to compliance. We help you craft the policies, procedures, handbooks, and training programs that will help avoid workplace issues. But when issues do arise, we will provide advice and counsel in real time to help put out the fire.

Team of **22 attorneys**

Core offerings

- Labor relations, including collective bargaining, union contract administration, and grievance arbitrations
- Federal and state employment law compliance, including medical marijuana in the workplace
- Human resources training
- Claims defense, dispute resolution, and litigation



Bond counsel

McNees Wallace & Nurick is a recognized leader in bond counsel services, partnering with clients through every phase of the financing process, from structuring to closing. Clients rely on our insight and legal experience serving as bond, borrower, institution, and underwriter's counsel to advise on complex compliance, contracts and fiduciary obligation matters that arise.

We represent state and local governments and agencies as issuers of revenue bonds and general obligation bonds for financing the development, construction, and operation of a variety of capital projects, including manufacturing facilities, hospitals and other healthcare facilities, schools, higher educational institutions, and water and sewer projects.

Our team is experienced with all types of sophisticated taxable and tax exempt bond structures.

Team of **3 attorneys**

Notable highlights

- Ranked No. 1 for bond counsel work in Pennsylvania, having served in transactions totaling $2.4 billion (2023, The Bond Buyer)
- Ranked No. 7 in the U.S. for bond counsel deals sold through competitive bidding totaling $2 billion (2023, The Bond Buyer)
- Negotiated and competitive issues, new money issues, and current refundings
- Legal aspects of state grants and tax credit programs

Intellectual property

Our Intellectual Property Group delivers counsel across the full IP lifecycle. We secure and enforce patents, trademarks, copyrights, and trade secrets, while helping clients structure technology, licensing, and commercialization strategies that align with broader business goals.

Our team includes attorneys registered before the U.S. Patent and Trademark Office, with technical backgrounds in chemical engineering, chemistry, and applied sciences, allowing us to provide both legal and technical insight.

We represent companies of all sizes, from established enterprises to emerging growth businesses, in domestic and international matters. Whether advising on portfolio development, negotiating technology and software agreements, guiding marketing and advertising compliance, or litigating complex disputes, we focus on clear strategy, cost effective execution, and protecting the value our clients have built.

Team of **10 attorneys**

Core offerings

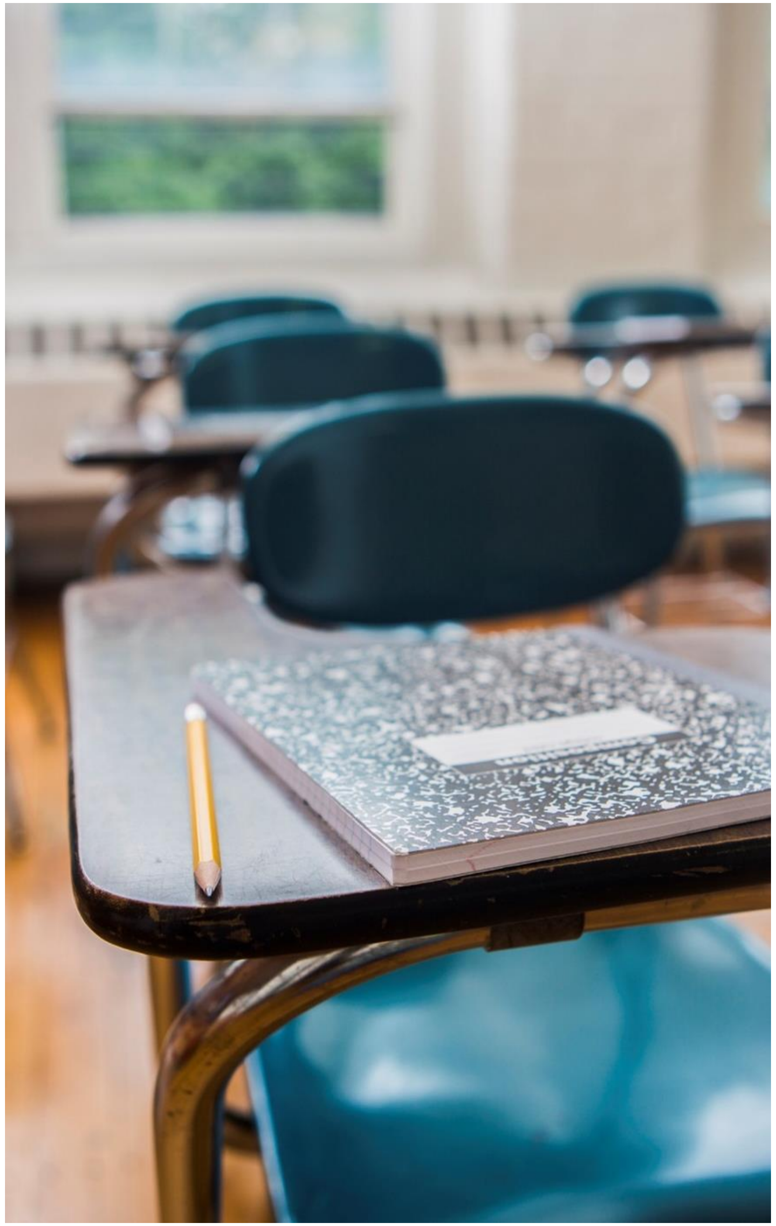
- Patent
- Copyright
- Trademark
- AI governance
- Technology and software agreements
- Marketing and advertising compliance
- Intellectual property litigation

Additional education law support

Educational institutions operate within a complex regulatory and governance framework that extends beyond academic programs. We advise schools, colleges, and universities on compliance, investigations, governance matters, and related operational issues that affect day to day administration and long-term planning.

Core offerings

- Compliance with Title IX, the Clery Act, and the Higher Education Opportunity Act (HEOA)
- Counsel on the Family Educational Rights and Privacy Act (FERPA), the Americans with Disabilities Act (ADA), and the Individuals with Disabilities Education Act (IDEA)
- Internal investigations
- Governance
- Tax assessments and appeals
- Employee benefits and retirement plans



Delivering client service

We are committed to providing clients with trustworthy legal advice and exceptional service.

Responsiveness

We pride ourselves on providing timely legal advice – urgent legal matters will be responded to in fewer than 24 hours

Collaboration

We leverage the knowledge of our 150+ attorneys who are highly skilled in their respective fields and industries

Communication

We listen to clients and maintain open lines of communication about progress on legal matters

Solutions oriented

We strive to add value by proactively offering you solutions that go beyond legal advice

Partnership

We partner with clients, work alongside your team and listen to understand your needs and goals

McNees

www.mcneeslaw.com | LinkedIn | Facebook | X