

BARNES & THORNBURG LLP

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October 7, 2019

Town of Munster
c/o Dustin Anderson, Town Manager
1005 Ridge Road
Munster, IN 46321

Re: State Legislative Relations Counsel

Dear Dustin,

Barnes & Thornburg LLP (hereinafter the "Firm") is very pleased to serve as state legislative relations counsel to the Town of Munster (hereinafter "the Town"). I am enclosing the Firm's Standard Terms of Engagement for Legal Services (2016) setting forth the standard terms upon which the Firm accepts client engagements. The Firm's engagement by the Town in this matter will be governed by these standard terms to the extent not expressly modified by this letter. Additionally, this letter contains a brief overview and description of the Firm and a description of its services offered to the Town.

FIRM DESCRIPTION

The Firm is composed of approximately 600 legal professionals, and has offices in Indianapolis, Fort Wayne, South Bend, and Elkhart, Indiana; Atlanta, Georgia; Columbus, Ohio; Chicago, Illinois; Dallas, Texas; Grand Rapids, Michigan; Los Angeles, California; Minneapolis, Minnesota; Wilmington, Delaware; and Washington, D.C. The Firm's practice is widely diversified and includes experience in general corporate law, banking and financial institutions, securities, insurance, labor, public and private litigation, taxation, patents, trademarks, trade regulations, environmental regulations, real estate, creditors' rights, public utilities, municipal finance, estate planning and administration, and government relations. The Firm's nine departments provide a full range of legal services to all types of clients.

The Firm prides itself on using the support services and advanced technology required to provide quality legal services in a cost-effective manner. When the Firm's representation requires expertise in more than one area of law, lawyers from various departments and in various offices may need to work together to efficiently and effectively resolve the matter. We are able to collaborate with attorneys across all of the Firm's offices without increasing the cost to our clients by implementing smart legal technology. The Firm's state-of-the-art Technology Center is the

Atlanta Chicago Delaware Indiana Los Angeles Michigan Minneapolis Ohio Washington, D.C.

hub for its national network. This network allows attorneys and their staff, in all offices, to share any type of digital information. Additionally, in-house resources allow the Firm to meet a client's unique needs by developing client specific databases, implementing secure systems for client access to work product, producing dynamic exhibits, and other technology-driven solutions. The Firm's offices are all equipped with standard video conferencing equipment permitting both internal and external video capabilities. The Firm uses such smart technology to utilize all of its attorneys and legal professionals regardless of location. I invite you to visit Barnes & Thornburg's virtual home at www.btlaw.com to learn more about our attorneys and their practice areas, our firm history, and the way we operate.

FEE FOR SERVICES

Barnes & Thornburg LLP will perform the services described below for a fixed fee of \$5,000 per month for the time period November 1, 2019 through March 31, 2020. Non-Session months, April 1, 2020 through October 31, 2020, will be billed at \$3,000 per month. Services for the 2021 Session of the General Assembly (commencing November 1, 2020) will require a new engagement letter.

Upon the Town's acceptance, this engagement will become effective immediately and the first payment will become due and owing. On or about the first day of each month thereafter, the Firm will bill the Town for the upcoming month's fee. In representing our clients, the Firm may also make other charges in addition to our fees. Typical other charges include authorized messenger, courier and express delivery charges; printing and reproduction charges; filing fees; and computerized legal research charges. Our fees and other charges will be billed on a monthly basis and are due upon receipt.

SCOPE OF SERVICES

The lobbying services under this engagement will be as follows:

1. Assist the Town in developing legislative strategies for effectively advocating its interests before the Indiana General Assembly.
2. Monitor legislation introduced during the legislative session that may be of interest to the Town.
3. As required, draft legislation or amendments to legislation, or advocacy pieces regarding legislation to further the Town's interests.
4. Be available to, and if required, meet and discuss pertinent issues with Indiana legislators, their staff, and members of the State Administration for the purpose of influencing legislative action. The performance of such services with legislators, their staff, and members of the State Administration is commonly defined as "legislative lobbying" under Indiana law.

5. Monitor and, if desired by the Town, testify at legislative interim committee hearings on matters concerning the Town.

SCOPE OF LOBBY COMPLIANCE LEGAL SERVICES – FEES AND EXPENSES

In representing the Town, the Firm may also incur charges and earn fees for which the Town will be responsible. Such other charges and fees may include, but not be limited to, lobbying compliance fees and lobbying compliance expenses.

The Firm understands that the Town may request Firm to draft or file lobby registration or activity reports for submission to the Indiana Lobby Registration Commission on behalf of the Town. If requested by the Town, the Firm will perform this legal service for an annual fixed fee of \$1,500.00 due upon first completion of registration or activity report.

The Firm is not responsible for the registration and reporting obligations of outside compensated lobbyists hired by the Town whose work is outside the scope of this engagement. If Firm assists with the filing of a "Registration" or "Activity Report" for an employee of the Town whose work for the Town triggers the lobbyist threshold, this compliance work is for the benefit of the Town. If the employee lobbyist severs his employment with the Town, the employee lobbyist is responsible for any necessary filings. The Town must inform employee lobbyist of this requirement upon his/her departure from the Town.

LOBBY REGISTRATION

The Indiana Lobby Registration Commission (the "Commission") has taken the position that once a contract, oral or written, is entered into between a client and a lobbyist to lobby the Indiana General Assembly, the contract to lobby triggers a registration requirement with the Commission for both the client and the compensated lobbyist. Both the client and the compensated lobbyist must register as lobbyists with the Commission within fifteen days of entering into the contract. The execution of this engagement letter triggers this registration requirement.

The Commission requires two "Activity Reports" be filed each year wherein all lobbying expenses and compensation must be disclosed. The total amount of compensation under this engagement, plus expenses incurred under this engagement letter, must be reported on the "Activity Reports." The Commission requires reporting of compensation even if no actual lobbying activity has occurred.

As you expect from lawyers, the Firm has an obligation not to reveal confidential information relating to the representation of a client, including information protected by the attorney-client privilege, unless the client gives informed consent. The Town acknowledges and provides such consent, to the extent necessary, to complete and comply with lobby registration, disclosure, and reporting requirements.

The Commission requires all records related to lobbying be maintained for a four-year period as they are subject to audit by the Commission. Under state statute, the Commission is

required to randomly select at least five percent of all filings for inspection and audit. The Town may hire the Firm to advise it on an audit response or prepare audit filings as part of a new engagement.

Portions of the Town's work may be assigned to various Firm personnel. Under Indiana legislative branch lobbying laws, some of these lobbyists may need to register with the Indiana Lobby Registration Commission. In such a case, each legislative branch lobbyist of the Firm must report compensation received under this engagement.

For the purposes of reporting, the Firm will automatically ascribe the entire engagement amount. This attribution is based on the reasonable value of our services as determined in accordance with the Indiana Rules of Professional Conduct. Therefore, each Firm legislative branch lobbyist will report his/her fees in proportion to the time spent engaging in legislative branch lobbying activity on behalf of the Town at the ascribed amount and in accordance with lobby reporting laws and regulations.

CONFLICTS OF INTEREST

Loyalty is an essential element to a lawyer's relationship to a client. As a general proposition, loyalty to a client prohibits undertaking representations directly adverse to that client without the client's consent. Loyalty to a client is also impaired when a lawyer cannot consider, recommend, or carry out an appropriate course of action for the client because of the lawyer's other responsibilities or interests; the conflict in effect forecloses alternatives that would otherwise be available to the client.

Under Rule 1.7 of the Indiana Rules of Professional Conduct, the Firm is precluded from representing a client if the representation of that client involves a concurrent conflict of interest; that is, where representation of one client will be directly adverse to another client, or where there is a significant risk that representation of one or more clients will be materially limited by the Firm's responsibilities to another client, a former client or third person, or by personal interest. Despite that standard preclusion, the Firm may nonetheless represent a client where there is a concurrent conflict of interest if (1) we reasonably believe we will be able to provide competent and diligent representation to each affected client, (2) the representation is not prohibited by law, (3) the representation does not involve the assertion of a claim by one client against another client represented by the Firm in the same litigation or other proceeding before a tribunal, and (4) each client gives informed consent, confirmed in writing.

The Town is aware that the Firm represents the interests of other persons and entities before various legislative, executive, and administrative agencies at the local, state, and federal level. In addition, the Firm represents a broad spectrum of clients in many different industries and matters. Some of those clients also look to the Firm as their general counsel. In addition, because of the Firm's size, and as the Town might expect, we have lawyers and non-lawyer lobbyists with many different views and philosophies. Some of the Firm's lawyers and non-lawyer lobbyists are from time to time involved with the political process for various candidates and causes, sometimes interests which are directly adversarial. Thus, as a condition of the Firm's undertaking this

engagement, the Town must agree to waive all legal, business, and political conflicts which exist or may arise as a result of the Firm's representation of the Town and any other person or entity. The Firm reserves the right to withdraw in the event an unavoidable conflict should arise. The Town should know that, in similar engagement letters with many of the Firm's other clients, the Firm has asked for similar agreements to preserve its ability to represent the Town.

It is important from the outset of our relationship that the Firm has a clear understanding as to the identity of the Firm's client. The Firm's only client in the matter is the Town. The Firm can only undertake this engagement on the express understanding that for conflicts and other purposes, the Firm only represents the Town; the Firm does not represent any other officers, individuals, members, employees, affiliates, or other units of the Town.

The Town acknowledges and agrees that the Firm, and other clients described in the preceding paragraphs, will be undertaking representation of such clients in reliance on the Town's consent. Should the Town at some later time wish to revoke consent, the Town agrees that the method for doing so shall be by terminating the Firm's representation of the Town at that time, and that such revocation will not require Barnes & Thornburg LLP or its attorneys to discontinue representation of such other clients.

TERMINATION OF SERVICES

The Town may terminate this engagement at any time simply by notifying the Firm. The Firm may terminate this engagement for nonpayment of our fees and other charges and where we are required or permitted to do so by the Rules of Professional Conduct after giving the Town reasonable notice and allowing time for the Town to engage successor counsel, if necessary.

Upon termination of this Agreement by either party, the Firm will be entitled (i) to retain all sums previously paid; (ii) to payment of all outstanding unpaid invoices; and (iii) to payment for services through the date that the Firm received notice of termination upon receipt and approval in accordance with this agreement of a statement covering such services.

GENERAL

I will assume primary responsibility for ensuring that the Town's needs are satisfied. Under my supervision, the Town's work or parts of it may be performed by other lawyers and legal assistants in the Firm. This delegation may be for the purpose of involving lawyers or legal assistants with experience and knowledge in a given area or for the purpose of providing services on the most efficient and timely basis. Whenever practicable, the Firm will advise you of the names of those lawyers and legal assistants who work on the Town's matters.

The Firm's legal assistants are not lawyers but possess training, experience, and skills that enable them to assist Firm lawyers in discharging their responsibilities. They include law clerks (typically law students), paralegals, investigators, research librarians, environmental analysts, translators, draftsmen, and other technical (non-lawyer) specialists.

In connection with this engagement, we agree that Barnes & Thornburg LLP is enrolled in and will verify the work eligibility status of all newly hired employees through the Federal E-Verify program (unless and until the E-Verify program no longer exists). This confirms that Barnes & Thornburg LLP has signed an affidavit stating that it does not knowingly employ an unauthorized alien. The Firm can provide a copy of that affidavit to you upon request.

CONCLUSION

If this letter accurately sets forth the engagement and the Town's understanding, please so indicate in the space provided below and return a signed copy of this letter to me. We ask the Town to acknowledge that, in reviewing and executing this letter, the Town has not relied on any advice provided by the Firm, but instead has acted solely in reliance upon the advice of other counsel.

I look forward to working with you on this matter. If you have any questions, please call me.

Sincerely,



Brian L. Burdick

Enclosure

AGREED, ACKNOWLEDGED, AND CONSENTED TO:

TOWN OF MUNSTER

By: _____

Printed: _____

Title: _____

Date: _____

BARNES & THORNBURG LLP

BARNES & THORNBURG LLP

TERMS OF ENGAGEMENT FOR LEGAL SERVICES

The following terms are an integral part of our agreement with you and, unless modified expressly in writing by mutual agreement, govern all of our engagements for you. We ask that you review these terms carefully and write us promptly if you have any questions. We suggest that you retain this document in your file together with our engagement letter(s).

Our Client

The person or entity that we represent is the person or entity identified as our client in our engagement letter and does not include any affiliates or relatives of such person or entity. This means that, unless we specifically agree otherwise, we do not have any lawyer-client relationship with:

- Your subsidiaries, parent company or other business entities in a commonly controlled group, without regard to any internal arrangements for the management of affairs between our client and any such affiliate, or any operational commonality among such entities such as consolidated administrative services, common in-house legal functions, or any overlapping officers, directorships or ownership;
- Your owners, shareholders, members, managers, partners, directors, officers, employees, representatives or agents;
- Your spouse, partner, children or other family members.

Therefore, our representation of you will neither limit nor impair our ability to represent another client with interests adverse to any such affiliated entity, affiliated person or family member without obtaining your consent.

The Scope of Our Work

Our practice with new clients is to describe the scope of our initial engagement in the letter we send accepting employment. With existing and recurrent clients, we may or may not provide a description of new matters depending on the circumstances, but we will always provide such a description if asked. In any engagement we limit our services to those you ask us to perform and those we deem reasonably necessary to accomplish the requested services. If you ask us to limit our work to only one or certain aspects of a transaction, matter or case, we will address only what you request, even if full legal representation on such matter would normally be more involved or extensive.

If you do not expressly request in writing that we notify your insurance carrier(s) on your behalf regarding any

matter in which we are representing you, we will assume you are taking responsibility yourself for such notification. Similarly, unless you specifically ask us in writing for our advice concerning your data security practices, we shall have no obligation to inform or advise you regarding such matters.

The outcome of legal matters and proceedings cannot be predicted with certainty. If we offer an assessment of the likely outcome of a matter, that is merely our opinion based on our understanding of the facts and the law at the time. We cannot guarantee results.

Who Will Provide the Services

Each client matter handled by our Firm is assigned to a principal lawyer contact. The principal lawyer should be someone in whom you have confidence and with whom you enjoy working. You are free to request a change of principal lawyer at any time. Under the supervision of the principal lawyer, your work or parts of it may be performed by other lawyers and legal assistants in the Firm.

To help us serve our clients, we employ law clerks (often law students), paralegals, lobbyists, investigators, patent agents, foreign lawyers, research librarians, environmental analysts, translators, draftsmen, ediscovery/litigation support personnel and other technical (non-legal) specialists. Such personnel possess training, experience and skills that enable them to assist our lawyers in discharging their responsibilities, but they are not lawyers. Accordingly, you should not construe or rely upon any communications you receive from such personnel as legal advice.

How Fees Will Be Set

The basis on which our fees will be determined is described in the pertinent engagement letter. Usually the time and effort required are the primary factors on which our fees are based. We will record the time we devote to your work (typically in increments of 1/10th of an hour). This time may include conferences (both in person and over the telephone), negotiations, court appearances, factual and legal research and analysis, document preparation and revision, required travel and other related matters. Peer collaboration and review is an important element of providing quality services, and so our time records will often include discussions between lawyers within our Firm concerning the matters in which we have been engaged. The hourly rates we charge for our lawyers and service providers are based on their relative experience, skills, reputation, the type of engagement, market factors and similar considerations.

We review our hourly rates at least annually and may adjust them periodically. Our statements will reflect the applicable rates in effect at the date of the statement even if they exceed the applicable hourly rates in effect on the date the services were performed.

We are sometimes requested to estimate the amount of fees and costs likely to be incurred in connection with a particular matter on which our fees are hourly or otherwise variable. But fees and costs are often unpredictable. Accordingly, except in those engagements in which we specifically agree in writing to a flat or maximum fee, we make no commitment concerning the maximum fees and costs that will be necessary to resolve or complete the matter, even when we have provided an estimate. The ultimate cost is invariably more or less than the amount estimated. In addition, your obligation to pay the Firm's fees and costs is in no way contingent on the ultimate outcome of the matter.

In instances in which we offer and you accept a flat fee, that flat fee covers only the services within the scope of work specified in the flat fee proposal. Any additional work will be billed at our standard hourly rates unless otherwise agreed in writing.

Other Charges

In addition to our fees we will likely bill you for various charges that we itemize separately. These may include charges or fees for:

- messengers and couriers
- photocopying, desktop publishing or printing
- data storage
- ediscovery data hosting services
- litigation support technology services
- computerized research
- certain clerical services
- filing fees (including electronic filings)
- court reporters
- witnesses
- outside experts and consultants, including for example accountants, appraisers and other legal counsel
- travel
- phone and Web conferencing

Certain of these other charges may represent more than our out-of-pocket cost to contribute toward covering indirect expenses we incur. We incur outside

charges on your behalf as your agent. You agree to pay these charges when due. We may require that you pay significant expenses directly or in advance. In some instances when we make advance payment on your behalf as a convenience, we may be entitled to incentives, rebates or rewards from our banks or credit card companies for using their services. Such arrangements lower our overhead and administrative expense and are not passed along to clients.

In some engagements, it is necessary to engage legal counsel in a foreign country. When we engage counsel in a foreign country on your behalf, we are not guarantors or indemnitors for such foreign counsel's work, nor are we in a position to review the adequacy of their legal work or translation of documents. We engage foreign counsel to assist you specifically because we are not licensed or familiar with the applicable legal system and therefore are not in a position to provide those legal services or judge their adequacy.

Terms of Payment

We will bill you on a regular basis, typically monthly, for both fees and other charges. Our fees and charges are due when you receive our statement. Also, if you do not pay us within 30 days of our statement or as otherwise agreed, you agree that we may discontinue providing services immediately and withdraw from representing you after providing reasonable notice of our intention to do so. You also agree that until we are paid in full on all of your legal matters, and except to the extent otherwise prohibited or limited by law, we shall have a lien on all papers and files in our possession related to any of the matters in which we have represented you, and any property recovered or obtained as a result of our work on your behalf. To the extent not prohibited by applicable law or court rule and effective with new clients on or after January 1, 2019, you agree to pay us finance charges at the rate of 12% per annum on all fees and charges that you fail to pay within 30 days of our invoice(s) (or, if applicable, a later past due date agreed by us in writing). You agree to pay the costs of collecting your debt to us, including court costs, filing fees and reasonable attorneys' fees.

Advance Deposits and Amounts Received in Trust

New clients of our Firm will ordinarily be asked to make an advance deposit with the Firm. The Firm may also in its sole discretion at any time during our representation require existing clients to make an advance deposit based, for example, on past payment history, creditworthiness, increases in the scope or intensity of our work, or other factors that may cause the Firm to conclude it is appropriate to do so.

If we require an advance deposit from you, we will charge or draw against the advance deposit for fees and other charges as our legal services are provided. We will issue regular statements to you describing the fees and other charges which have been deducted from the advance deposit and the amount which must be paid to replenish the advance deposit to the agreed level. If the advance deposit is insufficient to cover fees and other charges anticipated in the current and following month, or if the scope or intensity of our work is anticipated to increase, we may require that the balance be increased. At the conclusion of our legal representation, once we are fully paid, or at such time as the advance deposit is no longer necessary or is appropriately reduced, the remaining balance, if any, will be returned to you.

Any advance deposit we receive from you will be held in our trust account until it is charged for fees and other charges for your account or is returned to you. No interest is paid on amounts held by us in our trust account. In particular, court rules in jurisdictions in which we practice require that interest earned on pooled client trust accounts is payable to a charitable foundation established in accordance with the court's rule. While your advance deposit is held by us in our trust account, it remains your property. You authorize us to apply the deposit to any fees and charges that you owe us.

Other deposits that we receive to cover specific items, and any funds that we recover or receive on your behalf, will also be held by us in our general trust account (without interest) and disbursed as provided in our agreement with you, and you will be notified from time to time of the amounts applied or withdrawn. You grant us a security interest in any funds we receive and hold in trust for you (including any advance deposits) to secure payment of any outstanding fees or other charges you owe us. Any amount remaining after disbursement or application to your account will be returned to you.

Identifying Conflicts of Interest

We maintain an electronic database relating to our client engagements which we use in evaluating and avoiding conflicts of interest. The Rules of Professional Conduct governing lawyers generally prohibit a lawyer or law firm from representing one client in a matter directly adverse to another client unless the affected clients provide informed consent confirmed in writing. To allow us to identify and address potential conflict issues, you represent to us that you have identified for us all persons and entities that are or may become involved in the matter in which we are being engaged, including all persons and entities affiliated with you who you believe have interests that could be affected by our engagement.

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 matter.

Waiver of Certain Potential Conflicts of Interest

As you are aware, we are a large law firm with multiple practices in multiple offices throughout the country, and we represent many different clients in many different industries, including clients who are competitors of each other and sometimes adversaries in legal matters. In taking on this representation, we commit that we will not represent any other client in any matter adverse to you that is substantially related to a matter in which we represent you. In this context, "substantially related" is a term that has come to have a settled meaning in the case law and in Bar ethics opinions. What this commitment means is that we will not take on any matter adverse to you on behalf of another client in circumstances in which any of your confidential data or information, as normally would have been obtained by us in our representation of you, would be material to any new matter adverse to you that we might accept from another client.

In return for our agreement to represent you in this matter and future matters (if any), you consent and agree that we may be adverse to you on behalf of other clients in matters that are not substantially related to the matter we are now undertaking on your behalf or to any additional matter we may undertake on your behalf in the future. Such unrelated matters may include, but are not limited to:

- a. Agreements, business contracts, licenses, mergers and acquisitions, joint ventures, loans and financings, and securities offerings, including contract negotiations with you in which we represent another party, and preparation for other clients of contracts or other legal documents to which you will be a party or that may affect your rights or obligations;
- b. Advice regarding the existence, scope or validity of your rights in real, personal or intellectual property and/or concerning the interpretation and application of provisions of contracts or other legal documents to which you may be party or that may affect your legal rights or obligations;
- c. Advice and representation of our other clients regarding the existence or potential existence of legal claims that our other clients may have against you or that you may have against them, in disputes with you of any nature, or in claims our other clients may assert against you or you against them including litigation in a court, agency or other tribunal, and in arbitration or mediation.

- d. Bankruptcies, reorganizations, receiverships or insolvencies (including proceedings under the US Bankruptcy Code or state insolvency proceedings); non-judicial debt restructurings, including representation of creditors, liquidators or other insolvency professionals in domestic or international matters in which you are a creditor, debtor or other party in interest;
- e. Patents, copyrights, trademarks, trade secrets or other intellectual property matters; including advice to other clients regarding the existence, scope or validity of your rights in intellectual property and assistance in securing or protecting other clients' intellectual property in ways that may limit or constrain your rights;
- f. Real estate, zoning and environmental matters in which your interests in real property may be involved or adversely affected, or in which you may face liability for environmental contamination;
- g. Representation and advocacy with respect to legislative issues, policy issues, or regulatory issues, including rulemakings, administrative proceedings and enforcement proceedings; and,
- h. Third-party discovery requests (including subpoenas) to be served on you, and discovery requests (including subpoenas) that have been served by you on others.

If at a later time you withdraw or modify this advance waiver in any respect, you agree and consent to our withdrawal from our representation of you pursuant to these General Terms of Representation and the applicable Rules of Professional Conduct.

In addition, if there are parties adverse to you in the matter we are undertaking on your behalf, it is possible that those adverse parties will have need for counsel in matters which do not have a substantial relationship to the matter in which we represent you. Even though we would, as a result, be receiving some fee income from your adversary, you consent to our representing such parties in matters that are not substantially related to any of our work for you. For our part, we commit to continued zealous representation of your interests in the matters in which we do represent you notwithstanding any fee income we may receive from your adversary. Of course, the foregoing consent does not affect our obligation to protect confidential information you share with us in connection with our representation of you and not to use such information to your detriment.

Consent to Electronic Communications

You agree that both you and our Firm may use electronic devices and Internet services to communicate with each other and forward documents notwithstanding some risk that such communications may be intercepted by and disclosed to unauthorized parties. You agree that the benefits of using such technology outweigh the risks of unauthorized or inadvertent disclosure. We caution you that, to maintain the confidentiality and privilege of our communications with each other, you should not use a computer, other electronic device, network or Internet address that is owned, controlled or on which your communications may be accessed by anyone other than you. This warning includes electronic venues provided by your employer, a hotel, a library, an Internet café, or even a shared home computer. Any device you use to communicate with us should be password protected and not accessible by any third party.

Lawyers Holding Public Offices

Our lawyers may from time to time serve in elected or appointed positions with various governmental bodies. Such lawyers must discharge those duties without regard to their employment or association with the Firm, and more importantly, it would be a prohibited conflict of interest for them to give any special consideration, benefit, or access to you or any other client of the Firm. Accordingly, you confirm that your engagement of our Firm is not in consideration for or in contemplation of any expected benefit to be derived from the activities of any elected or appointed official.

Certain Client Responsibilities

You agree to cooperate fully with us, to provide promptly and candidly all information (including documents and electronic data) known or available to you that is relevant to our representation. If your engagement involves actual or potential claims or litigation, you have an obligation to preserve potentially relevant information, including electronic data. It is important for you to ensure automatic deletions or record retention policies are suspended as necessary to ensure this information is preserved. If you have questions, you should discuss these issues with us at the outset of our engagement involving any claim or litigation or as soon as a dispute or litigation related to any matter on which you have engaged us becomes reasonably foreseeable. You also agree to respond promptly to our requests for direction and other communications and to attend meetings and court proceedings at our request.

Use of Publicly Available Information

We will protect nonpublic, confidential information related to your representation in accordance with our professional obligations. To best serve all of our clients, however, it is helpful for us to be able to describe our experiences in the practice of law to assist others in choosing counsel and for other business reasons. Accordingly, we understand that you authorize us, unless you specifically instruct us to the contrary, to truthfully disclose or describe to others information related to our representation of you that is otherwise publicly available (e.g., in public filings, government publications, press releases, on the Internet and the like).

Termination and Withdrawal

You may terminate our representation of you at any time without cause simply by notifying us. Your termination of our services will not affect your responsibility for payment of fees and other charges incurred before termination and in connection with an orderly transition of the matter.

We are subject to the Rules of Professional Conduct that require or allow us to withdraw from representing a client in various circumstances. These may include any circumstances in which withdrawal can be accomplished without material adverse effect on the interests of the client. Among other circumstances that may give rise to withdrawal, subject to the Rules of Professional Conduct, we may withdraw from representing you if you do not fulfill your client responsibilities to us, including failure to pay our fees and charges, or if we determine that our relationship has become impaired, such as by your failure to follow our advice relating to a representation.

Unless previously terminated, our representation of you in any matter terminates upon our completion of the services you retained us to perform. Generally, this will be indicated by your receipt of our final statement for services rendered on that matter. In general, our representation shall be deemed completed if there is no billable work for a period of six months and there are no ongoing appeals proceedings or intellectual property maintenance obligations.

Except where applicable laws require otherwise, you agree that the following provisions will govern the way we handle materials and records related to our representation of you. We typically store the materials we retain in electronic form. We do not keep our copies of such materials and records indefinitely. We will discard or delete the materials we retain related to your representation when we believe it is reasonable to do so, without further notice to you. Accordingly, you are

strongly encouraged to keep your own files related to our representation, especially important legal documents. So that you can do so, we will provide you with copies of materials we have retained whenever you request them during our representation. Even after your matter is completed, on request we will provide you with copies in electronic form of any materials we still have to which you are entitled. You agree to pay our charges for retrieving and copying materials for you, and any other fees and charges that remain outstanding in connection with our representation of you. We may require such payment before delivering such materials. You authorize us to follow these procedures without providing you further notices or seeking further instructions in the future.

Our representation of you in any matter is limited to that specific matter, and will not give rise to any ongoing attorney-client relationship. After our representation of you in any matter has ended, we may from time to time represent you in such subsequent matters as you may request. However, we are under no obligation to represent you in any subsequent matters, and nothing herein should be construed to give rise to any attorney-client relationship after our representation has concluded or terminated. If we do undertake to represent you in any subsequent matter, the scope and duration of our representation will be limited to that specific subsequent matter and, unless we expressly establish new terms of engagement with you at that time, the terms of engagement stated in this document and our engagement letter will apply.

Lawyers sometimes become personally entangled in court proceedings in connection with their clients' matters. If our Firm or any of our lawyers or staff are named as a party, or are required to produce evidence or appear, in a legal proceeding or deposition as a result of our services performed for you (other than as a result of our misconduct or negligence), you agree, even after our representation has terminated, to pay us for our lawyers' and non-lawyers' time and other charges and expenses incurred in connection with our defense or participation in such proceeding, on the same basis that applies to our standard hourly fees and charges in effect at the time.

After our representation of you in any matter has ended, changes may occur in applicable laws or regulations that could have an impact upon your rights and liabilities. Unless you subsequently engage us to provide such advice on the same matter, our Firm has no continuing obligation to advise you with respect to future legal developments.