



Pillsbury Winthrop Shaw Pittman LLP
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August 7, 2025

Lyndsey Olson
City Attorney
City of Saint Paul
15 Kellogg Blvd. West
400 City Hall
Saint Paul, MN 55102

Dear Ms. Olson:

This letter confirms that City of Saint Paul (“you”) has engaged Pillsbury Winthrop Shaw Pittman LLP to advise and represent you in the matter described below and provides the terms and conditions of our engagement.

1. Scope of Engagement and Fees. You have asked us to represent you in connection with cyber compliance advice.

Our billing policies and procedures, rates, charges for disbursements, and other standard terms of engagement are provided in the Addendum to this letter.

2. Identity of the Client. Unless agreed otherwise in writing, City of Saint Paul will be our sole client in this engagement and we will not be representing any of your affiliated or constituent individuals or entities, such as any parent or subsidiary companies, directors, officers, founders, managers, general or limited partners, employees, members, or shareholders. Because we do not represent any of these other entities or people, we may be adverse to them without seeking a consent or waiver from you.

3. Pillsbury Marketing. You agree that we may list you as a client in our marketing materials and note the general nature of the matters where we have represented you. We will of course preserve any confidential information obtained during the course of our engagement.

4. Conflicts in Specified Practice Areas. You acknowledge that Pillsbury’s State and Local Tax, Environmental, Real Estate, IP/Licensing, and Health Care practices are

frequently adverse to government entities -- including state and local governments, agencies, commissions, and the like ("Government Entities") -- in transactional matters and disputes in various forums. You further acknowledge that our representation of you will not be prejudiced by our representation of parties adverse to you, both now and in the future, in these practice areas subject to the Waiver Conditions described above. Your signature on this letter confirms that you understand and agree, on behalf of yourself and all related Government Entities, that any conflicts arising from current adversities are waived; that we may continue to take on litigation and transactional matters in the enumerated areas of practice for clients that are adverse to you; and that you waive any conflicts that such a future representation may present to the extent such consent and waiver may be required under applicable laws. You commit not to use Pillsbury's representation of you in any engagement as a basis to seek to disqualify us from representing any of our current or future clients and affiliates who are adverse to you, so long as those representations meet the Waiver Conditions.

The Waiver Conditions are: (a) no confidential information in our possession pertaining to our engagement[s] with you will be shared with any client who is adverse to you, or used in connection with our representation of that client; and (b) in the event a dispute involving you and any client who is adverse to you arises out of our services to you, Pillsbury will not represent either party in any litigation associated with such dispute.

5. Additional Conflict Information. We also request your acknowledgement that you agree with us that it is not a conflict of interest under the applicable rules of professional conduct for us, in connection with funding opportunities, contracts or merger and acquisition transactions and related financing matters, to represent, using separate teams (commonly referred to as "trees") that maintain information barriers between such teams about these representations (except as may be agreed in respect of any particular subject such as, for example, shared expert diligence and a shared common or "neutral" diligence team), to represent competing applicants, bidders and/or advisors and financing sources for competing bidders. We, of course, will not accept an engagement from more than one client in such situations unless we believe that such additional representations will not have an adverse effect on the exercise of our independent professional judgment. In connection with our representation of you or other clients in such competitive situations, we will not advise you about the merits of any of our other clients' competing applications or bids or challenge on your behalf the applications or bids of or any awards to other of our clients. Your signature on this letter also confirms that you agree with this as to any current and future such transactions and, to the extent that there is in fact a conflict of interest under applicable rules of professional conduct arising from such multiple representations, you waive that conflict.

6. Termination or Withdrawal. Unless otherwise agreed in writing, this engagement will terminate if no services are provided by us for a six-month period, except where we are awaiting an action or decision by a court, tribunal or agency, or specific actions are necessary to complete the engagement that extend beyond the 6-month period.

You may terminate this representation at any time, with or without cause, by providing written notice to us.

We have the right to withdraw from representation of you subject to applicable rules of professional conduct. Before withdrawing we will discuss with you any steps necessary to protect your interests in any ongoing matter including transfer to other legal counsel.

The termination or withdrawal of this engagement will not affect your responsibility to pay for services rendered and charges incurred on your behalf.

7. Arbitration of Disputes. If you disagree with the amount of our fees or other charges, or if you have any concerns about our work for you, please bring that to our attention as soon as possible. In the event any dispute between us arising from or relating to our work cannot be resolved informally, we both agree to forego the right to trial by jury and to resolve any disputes between us, or any disputes you have with any of our lawyers or staff, including but not limited to disputes over fees and charges, exclusively through private and confidential binding arbitration before JAMS, or another arbitral body if mutually agreed. The arbitration will be governed by JAMS Comprehensive Arbitration Rules and Procedures, conducted before one neutral arbitrator for any dispute where the claim is less than \$300,000 or before three neutral arbitrators for any larger dispute, and the arbitrator or arbitrators will be authorized to award any damages or relief that a court of law having jurisdiction over the dispute could award. Any award may be enforced in any court with jurisdiction. You acknowledge by signing this letter that you have had the opportunity to consult with other counsel about the consequences of agreeing to binding arbitration and that we recommended that you do so.

To the extent that New York rules would apply to a dispute between us that cannot be readily resolved, you may have the right to request non-binding arbitration in New York City under Part 137 of the Rules of the Chief Administrator of the Office of Court Administration of the New York State Unified Court System or under applicable bar association procedures. By signing this engagement letter, you expressly waive that right and agree to binding private arbitration as provided above.

8. Internal Communications. There may be instances where our lawyers and staff find it useful to communicate about their professional obligations with inside or outside counsel for our firm. For example, we may need to determine if a new

representation of another client would present a conflict of interest because of our work for you, and if so, the form of waiver required. Another example is where a dispute occurs between you and our firm. You agree that if our lawyers or staff have communications with our inside or outside legal counsel about our work for you, we have your consent to do so, and such communications will be deemed confidential and protected by our firm's attorney-client privilege. Our representation of you shall not waive such privilege and you agree that we will not be obligated to disclose such privileged communications.

9. Additional Engagements. If you request and we agree that our firm undertake additional engagements for you, or represent any of your affiliates, we will do so on the terms and conditions set forth in this letter unless otherwise mutually agreed in writing.

10. Review and execution. Please review this letter carefully and let us know if you have any questions. Please note that if, after receiving this letter explaining the terms of our representation of you, you accept any of our services for this engagement and do not first object to the terms contained in this letter, we will deem you to have accepted all the terms set forth in this letter. We nonetheless ask you, if these terms are acceptable, to please sign and return the enclosed copy, keeping a copy for your files.

We are pleased to have this opportunity to be of service and we look forward to working with you on the engagement.

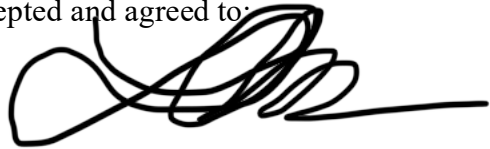
Lyndsey Olson
July 28, 2025
Page 5

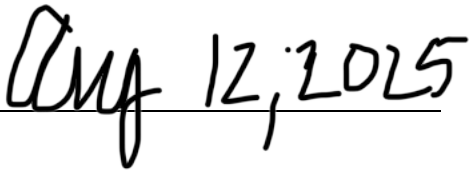
Very truly yours,

A handwritten signature in black ink, appearing to read "Wm. Fork", written in a cursive style.

William Fork

Accepted and agreed to:

By  _____

Dated:  _____

ADDENDUM BILLING AND DISBURSEMENTS

1. Our Billing Policies and Procedures. Our fees are based on the number of hours devoted to this engagement. We are pleased to offer a 35% discount on our 2025 Standard Rates, subject to a maximum discounted rate of \$1,001.00.

From time to time, it may become necessary or desirable to assign different or additional attorneys, paralegals or document production professionals to work on your matter. The rates for document production professionals may range from \$60 to \$125 USD per hour depending on the complexity of the assignment.

Our standard hourly rates are adjusted periodically to reflect the advancing experience, capabilities and seniority of our professionals as well as general economic factors. We will provide you with notice of any adjustment in rates for professionals working on your matter.

Fees generally will be billed within 30 days of the month in which the services are rendered, and disbursements and other charges will generally be billed within 30 to 60 days after they are incurred by us. Payment is due upon your receipt of our statement.

Incidents of criminals hacking into email systems and then using spoofed emails to impersonate a legitimate sender are on the rise. These schemes are most often used to fraudulently misdirect wired funds in connection with a transaction or other payment. In an effort to avoid being victimized, Pillsbury strongly encourages you to implement the following standard practice: whenever you receive new payment instructions from any source, you should independently verify that the new instructions are correct using previously verified contact information. In the case of emails that purport to be from Pillsbury, we ask that you telephone your relationship partner or his or her assistant to confirm that the instructions have actually come from Pillsbury, and that they are correct. It would be extremely rare for you to receive a legitimate last-minute email from Pillsbury altering previously agreed upon wire transfer instructions. We appreciate your partnership in this important effort.

The timely payment of our statements is important to us and a critical part of our engagement. If a bill is not paid within 35 days following the date of the statement, you agree that interest on the full amount thereof at the rate of 1% per month will also be due. Interest will commence to run on the 35th day following the date of our statement for all unpaid amounts. Payment of interest does not waive or limit our rights to withdraw from representation for failure to make timely payment of statements when due.

2. Estimates of Fees and Expenses. Any estimates of anticipated fees that we provide at your request, whether for budgeting purposes or otherwise, are only an approximation of what the actual fees will be. Unless we have otherwise agreed in writing, any such estimate is not a maximum or minimum fee quotation, and our fees will be determined based on actual hours incurred as provided above.

3. Disbursements. In the course of our engagement, we will use our normal support systems. In addition to our fees for legal services, we will charge separately for certain costs, expense disbursements and taxes, as applicable. A list of our standard charges that may be incurred during the course of the engagement is set forth below.

PILLSBURY WINTHROP SHAW PITTMAN LLP
DISBURSEMENT CHARGE RATES ¹ - USD
as of 01/01/2025

DISBURSEMENT/EXPENSE*

CLIENT CHARGE BASIS

Computer

Litigation Support Data Hosting charges	\$20 per GB per month
Computer Research (LexisNexis and Westlaw), etc.	Charged based on standard vendor rates per search, less a discount of 30% on Westlaw and LexisNexis searches, plus the hourly rate of the person conducting the search.

Document Preparation

Convenience Copies, Printing, Scanning	\$0.19 per page – Black and white \$0.44 per page - Color
Copy Center Reproduction and Printing (Photocopies, scans, images, etc.)	\$0.15 per page (for jobs under 3,500 counts) \$0.10 per page (for jobs of 3,500 counts or more)
Oversized Copies	\$0.75 per page
Color Copies	\$0.40 per page (for jobs under 3,500 counts) \$0.35 per page (for jobs of 3,500 counts or more)
Document Binding (Briefs, formal presentation documents, etc.)	\$1.25 per binding
CD Burn	\$5.00 per burn
DVD Burn	\$7.50 per burn
Tabs	\$0.20 per tab
Litigation Preparation (Copying, scanning, etc.)	\$0.10 per page (light) \$0.12 per page (medium) \$0.15 per page (heavy) \$0.19 per page (glass work)

* There is no charge for postage, faxes or domestic and international phone calls

¹ All other expenses incurred and paid for by the firm on behalf of clients, including express courier service, court services, catering, equipment rental, third party conference calls, cell phone expenses, etc. are charged at cost. Disbursements for large vendor invoices (over \$5000) will be forwarded directly to the client for payment. Alternatively, if the client prefers to have the firm pay the vendor for large invoices and include the disbursement on the next client bill, the firm will do so if the vendor agrees to defer payment of their invoice until the client pays the firm.

For matters involving patent work, we do not handle the payment of maintenance fees or annuities on granted United States or foreign patents. If you do not already have an arrangement for handling these payments, we suggest you consider engaging Computer Patent Annuities (“CPA”) or another similar vendor to handle monitoring and payment of your annuities. CPA, which has no affiliation with us, presently handles approximately 1,000,000 renewal payments each year and has relationships with patent and trademark offices in every country in the world. Of course, you can attend to these payments yourself rather than make use of a vendor, but we recommend against doing so. Please inform us as soon as possible which vendor you currently use or plan to engage for payment of maintenance fees and annuities on granted patents.

4. Electronic Discovery Activities and Charges. In the event that your matter involves processing, reviewing and/or producing documents, we may, with your approval, provide certain eDiscovery services to support these activities, including processing of electronic data for culling, analysis and review, hosting of electronic files and databases in one of our eDiscovery platforms (“eDiscovery databases”), assembling and distributing document and data productions, or performing related analytics, technical services and project management tasks. We may also perform research activities on your eDiscovery databases to improve productivity or provide analytic results or insights, consistent with our confidentiality obligations to you.

Our Litigation Support Department maintains resources within the firm’s network to facilitate eDiscovery projects, as an alternative to using a third-party vendor or consultants for these services. If you elect to use our Litigation Support Department, you will be charged fees for eDiscovery services at hourly or unit-based (*e.g., per-gigabyte or per-document*) rates, depending on the nature of your project and the type of eDiscovery services we perform. This includes monthly hosting charges based on the volume of eDiscovery databases maintained in our platform on your behalf.

You agree to pay for eDiscovery services performed by us in connection with this engagement, regardless of the outcome of your matter. You authorize us to delete your eDiscovery databases, upon 10 days written notice of our intent to do so, at the conclusion of any eDiscovery project, or upon the termination of this engagement. You further authorize us to take your eDiscovery databases offline if you fall behind on payments to us and agree that we are under no obligation to continue hosting your eDiscovery databases or providing access to them if your account is not current. You also agree that you are entitled to receive a copy of your eDiscovery databases, but only upon written request received by us prior to their deletion, subject to our ordinary hourly rates and media charges and provided your payments to us are up to date.

5. Communications, Files and Subpoenas. In working on the engagement, we will preserve communications and documents in either hard-copy or electronic form, depending on the circumstances, as reasonably necessary to represent you. As described below, some of these files belong to you (“Client Files”) and some belong to us. The Client Files consist of those electronic and hard-copy documents that are kept in the

central file that we maintain for each client matter. Before we transmit the Client Files to you at your request, we will remove administrative documents, purely internal correspondence and drafts of documents or memoranda that we may prepare but do not transmit to you.

In the event we are required to respond to a subpoena or other formal request for records or other information relating to our services for you, including testimony at a deposition, we will consult you before responding to determine if you want to supply the information demanded and/or assert the attorney-client or other privilege that may apply. You agree to reimburse us for the time and expense for responding to such demands, including, without limitation, the time and expense for searching, locating, reviewing and copying responsive information, appearing at depositions or hearings, and litigating any issues raised at your request.

At the completion or termination of this engagement, you may request in writing the return or disposal of the Client Files. In order to collect and prepare the Client Files for delivery or disposal, we likely will need to spend time and incur expense. You agree to pay us at our regular rates for this time and pay any necessary disbursements. We will give you an estimate of our expected charges promptly after receipt of your written request for transfer or disposal of the files. In our discretion we may make and keep a copy of any Client Files being returned or disposed of at our expense.

If you do not request return of the Client Files, we will maintain them for a period of five years, after which time you agree that we may dispose of them in a confidential manner. Prior to disposal of the Client Files, we will advise you in writing, at the last known address in our files, of our intent to do so in order to give you an opportunity to request the materials. We may dispose of our own files at any time without notice to you.

Please also note that if electronic communications are sent or received by you on a computer or other device that may be accessed by third parties, the privilege protection that such communications with us might otherwise be afforded may be lost. We therefore strongly encourage you not to use such a device when communicating with us. Please also note that our records may be accessed electronically by all our offices and that we may store records using “cloud computing.”

6. Non-legal Services. Because we are a law firm, we provide only legal services. In the engagement we will not provide any investment, insurance, accounting or technical advice, make business decisions, or investigate the character or credit of those with whom you may be dealing.