January 21, 2026

Brian T. Grogan
Direct Phone 612-877-5340
bgrogan@cozen.com

VIA EMAIL ONLY

City of Saint Paul, Minnesota
Attention: Kyle Cita, Assistant City Attorney
15 West Kellogg Boulevard, Suite 400
Saint Paul, MN 55102
kyle.citta@stpaul.gov

Re: Engagement of Cozen O'Connor

Dear Kyle:

Cozen O'Connor (the "Firm") appreciates the opportunity to provide legal services to the City of St. Paul in connection with state and federal communications law issues, communications franchising, contract negotiations and drafting, and contract compliance matters (the "Representation" or the "Matter"). The purpose of this letter is to ensure that you and the Firm have a common understanding as to the terms of our engagement.

An effective attorney-client relationship is best built on a clear understanding of the terms of that relationship, and so to that end, I ask that you carefully review this letter in its entirety and discuss with me any questions or concerns that you may have. If you agree that it accurately describes your understanding, then I ask you to please sign the enclosed copy and return it to my attention.

1. Identity of Client. It is understood and agreed that the City of St. Paul is retaining the Firm to provide legal services only to the City of St. Paul, Minnesota ("City" or "you"), and the Firm's agreement to undertake this representation creates an attorney-client relationship solely with City.

Unless expressly agreed to in writing, the Firm will not, by virtue of this Engagement, be considered to represent any other person or entity which is now, or may later become, affiliated with City, such as any manager, member, employee, officer, director, shareholder, equity owner, subsidiary, parent or other affiliate of City (collectively, "City Affiliates").

Consequently, you agree the Firm's representation of City shall not be relied upon to seek to disqualify the Firm from its representation of another client in matters adverse to a City Affiliate, including in litigation, so long as those matters are not substantially related to our work for City.

2. Services to Be Provided. Our present agreement to provide legal services to you is limited to the Representation for which you have engaged us. In particular, you have requested the Firm to represent City regarding state and federal communications law issues, communications franchising, contract negotiations and drafting, and contract compliance matters.

Our services will not extend to your other business, personal or legal affairs, or to any other aspect of your activities. You understand and agree that the Firm's receipt or use of confidential or other information from you or others in the course of this representation will not create any expectation on your part that the Firm will render any other advice or services. It is understood that you are not relying on us for business, investment, tax or accounting decisions, to advise you on the availability of insurance coverage in connection with your matter or to investigate the character or credit of persons with whom you may be dealing, unless otherwise specified in the letter. This Engagement is not intended to encompass any matter in which the professional services of the Firm or any of its attorneys will entail entering an appearance or representing you in any litigation or in any adversary proceeding before any agency or tribunal.

You may limit or expand the scope of our representation at any time, provided that it is by mutual consent and the scope of such additional services is set forth in writing. **The terms of this Engagement Letter will apply to any additional matters we agree to undertake on your behalf unless we enter into an express agreement reflecting an alternate arrangement.**

3. Responsible Lawyers. I will be primarily responsible for the supervision of the Matter. You may contact me at 612-877-5340. You may also contact my assistant, Peyton Retterath, at 612-877-5332, who will endeavor to reach me as soon as practicable.

4. Responsibilities of the Firm and the Client. We trust that our attorney-client relationship with you will be based on mutual confidence and unrestrained communication that will facilitate our proper representation of you. You will provide us with your full cooperation, as well as complete and accurate information and materials as we require to perform the services described herein.

The Firm will keep you regularly and currently informed of the status of the Engagement and will consult with you whenever appropriate, as necessary to ensure the timely, effective, and efficient completion of our work. Copies of all significant correspondence and documents generated by the Firm in connection with the Engagement will be sent to you or to the person designated by you from time to time for that purpose.

5. Conflicts of Interest.

A. Disclosure and Waiver of Current Conflicts of Interest.

As we have discussed, City is aware that the Firm represents, and will continue to represent, Comcast and certain of its subsidiaries/affiliates in matters unrelated to the Representation. This will not affect our ability to represent City competently and diligently. Confidential information from one client will not be shared with the other.

B. Prospective Waiver of Potential Future Conflicts of Interest: Unrelated Adverse Representations.

As you are aware, we are a large law firm and we represent many other companies and individuals, nationally and internationally, in a wide range of matters and across many industries, including the regulatory industry. Each of our clients has unique interests, some of which are likely to be different than City's interests and, given the scope of our practice, it is also possible that other

Firm clients may have disputes or other business dealings with you during the time we are representing you. The purpose of this sub-section is to seek your prospective consent to the Firm's representation of other clients whose interests may be adverse to yours in future matters, but only if such much matters are unrelated to our representation of you.

Accordingly, as an integral part of this engagement, you agree that the Firm may now or in the future represent other entities or persons – even if the interests of such other clients are directly adverse to your interests – in any matter (excluding litigation) that is not substantially related to the Firm's representation of City under the terms of this Engagement (an "Unrelated Adverse Representation"), and City waives its right to cite its representation by the Firm as a reason to object to our representation of another client in any such Unrelated Adverse Representation. We agree, however, to immediately notify you of each such Unrelated Adverse Representation if or when one should arise.

We also agree that your prospective consent to conflicting representations shall **not** apply in any instance where, as the result of our representation of you, we have obtained sensitive, proprietary or other confidential information of a non-public nature that, if known to another client, could be used to the material disadvantage of City in a matter in which we represent (or are asked to represent) that other client. The Firm recognizes its professional obligation to refrain from disclosing your confidential information or using it to your disadvantage for the benefit of the Firm or any other present or prospective client, and will never do so unless or until you give specific and informed consent.

We recommend that you discuss any questions or concerns about these waivers and consents with us, or with corporate in-house counsel or independent outside counsel of your choice. Your countersignature to this letter indicates that you agree to this waiver of future conflicts that are factually and legally unrelated to the Firm's representation of you.

6. <u>Billing Practices and Manner of Payment.</u> With respect to our fees, our billing statements include a description of work performed, the amount of time expended, and disbursements incurred on your collective behalf.

The Firm's fees are based on the actual time spent on the matter by the Firm's attorneys, billed in tenths of an hour. Each attorney has an hourly rate at which his or her time is charged for matters of a particular type. That rate is set by the Firm, taking into consideration the individual's professional background and other relevant factors. Hourly rates are subject to review and change from time to time. My current hourly rate and the rates for other attorneys or paralegals at the Firm who may work on this Matter are: Brian Grogan $460, Peyton Retterath $220 (The foregoing information is provided to you on a confidential basis.)

In addition to our fees, we will bill for any expenditure that we make or expenses we incur for you or on your behalf, such as express delivery charges, filing fees, and other similar expenditures. Please be advised that if any particular expenses are (or are anticipated to be) substantial, then we may require payment to be made directly to the provider of such goods or services.

Invoices for services and disbursements will be rendered monthly, and will be payable within 30 days. You agree that you will pay the fees and expenses for which you are invoiced within 30

days of receipt. If our invoices are not paid in a timely manner, we reserve the right to withdraw from the representation. Also, any objection to the invoice must be brought to our attention within 60 days of the invoice date.

The Firm will do its best to provide estimates of legal fees and expected disbursements upon your request. It is very difficult to predict the exact amount of legal time that may be devoted to a particular matter, and unanticipated issues may arise as a matter develops. In the event that it should appear to the Firm that a provided estimate is substantially inaccurate, the Firm will endeavor to let you know and to provide a revised estimate.

7. Retainer.

Should a retainer become necessary as a result of an alternate fee arrangement for an expanded scope of work mutually agreed upon by City and the Firm, this sum will be placed in escrow, against which fees and costs will be deducted on a monthly or other agreed basis as they are incurred. Any balance remaining in the retainer at the termination of our engagement will be applied toward payment of our final invoice. Any part of the advance retainer remaining after payment of the final invoice will be refunded to you.

8. No Guarantee of Success. You understand and agree that the Firm has not given you any assurances or made any warranties about the outcome of any aspect of this representation.

9. Electronic Data Storage and Communication. In using Internet data communication and storage methods, the Firm makes reasonable efforts to keep such communications and data access secure in accordance with our obligations under applicable laws and professional standards. You recognize and accept that we have no control over the unauthorized interception or breach of any communications or data once it has been sent or has been subject to unauthorized access, notwithstanding all reasonable security measures employed by us or our third-party vendors. You consent to our use of these electronic devices and applications and submission of confidential client information to third-party service providers during this engagement.

10. Termination of Representation. You may terminate this representation by providing written notice to the Firm at any time, with or without cause. Immediately after receiving such notice, the Firm will cease to render additional services and will cooperate in facilitating the orderly transfer of files and records to you or your new attorneys, subject to, if appropriate, resolution of any outstanding financial issues.

We also reserve the right to withdraw at any time to the fullest extent permitted by the applicable rules of professional conduct.

In the event of termination by either of us, fees and costs for work performed prior to termination will still be payable to the extent permitted by law.

11. Attorney-Client Relationship and Future Obligations. Unless we otherwise agree in writing, the attorney-client relationship between the Firm and City will terminate upon the earliest of (1) the Firm's sending of a final statement for services rendered in this Matter (or any subsequent matter governed by the terms of this Engagement Letter); or (2) written notice to you of the Firm's

termination; or (3) the passage of six (6) months during which the Firm has not performed any legal services for you.

Upon termination of the Firm's representation of you, the Firm will have no further duty to inform or advise you of future developments or changes in the law, or of filing obligations that may be relevant to such matter(s) in which the Firm's representation has ceased. The fact that the Firm may inform you from time to time of developments in the law which might be of interest to you does not and should not be construed to reestablish an attorney-client relationship that has terminated. The reestablishment of an attorney-client relationship with you can only be accomplished by the Firm's agreement, in writing, to undertake a new matter on your behalf.

From time to time we may be required to respond to requests for information, documents, or testimony about you or our substantive work on your behalf. Such requests may come from you, or they may come from third parties through a subpoena or other legal process to which we are required to respond. We will bill you for our time and expenses incurred in responding to such requests or demands in connection with any matters we have handled for you. However, our compliance with any such request or demand will **not** by itself reestablish an attorney-client relationship.

12. Records Retention. Any and all documents and property that you deliver to the Firm during the course of our representation will remain your property. Your property, including your client file, will be returned to you upon request, subject to the payment of any outstanding fees and expenses. The Firm may retain copies of these records and files, at the Firm's expense, in accordance with the Firm's record retention policy. If you do not request delivery of your files, we reserve the right to destroy any items described in this paragraph within a reasonable time consistent with the applicable rules of professional conduct and the Firm's record retention policy.

13. Binding Agreement. This Engagement Letter represents the entire agreement between you and the Firm with respect to this Matter and any future matter governed by its terms. If you agree that this Engagement Letter accurately reflects the understanding between you and the Firm, please countersign in the space below and return a copy to me to acknowledge your understanding and agreement to the terms. No change or waiver of any of these provisions shall be binding on either you or on the Firm unless the change is confirmed in writing by both the Firm and City. Please do not hesitate to call me to discuss any questions you may have regarding this engagement or this Engagement Letter. The Firm is very willing to discuss any or all of the above matters, and we encourage you to communicate with us openly.

The Firm will commence working on this Engagement as soon as we have received a copy of this Engagement Letter, countersigned by you, and the retainer amount described in the Retainer section. If you fail to countersign and return this Engagement Letter after you have received it, but you instruct us to commence working on the Engagement and we proceed to accept your instructions and provide services in connection with the Engagement, you will be deemed to have consented and agreed to all of the terms of this Engagement Letter.

We look forward to working with you.

Sincerely,

COZEN O'CONNOR

By: Brian T. Grogan

AGREED TO and ACCEPTED:

City of Saint Paul, Minnesota

Signature: _____

Title: _____

Date: _____