



Pillsbury Winthrop Shaw Pittman LLP
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July 28, 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
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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: _____