

February 13, 2024

VIA E-MAIL

Harold Stewart
City Manager
City of Minot
515 Second Avenue SW
Minot, ND 58701

Stefanie Stalheim
City Attorney
City of Minot
515 Second Avenue SW
Minot, ND 58701

Re: Engagement regarding Edgewood Real Estate Investment Trust

Dear Mr. Stewart and Ms. Stalheim:

Thank you for asking Dorsey & Whitney LLP (the "Firm") to represent and advise the City of Minot. Because clear and timely communication is important for serving clients well, we want to begin by stating mutual understandings about services and charges.

Services. We will provide legal services for the City of Minot regarding Edgewood Real Estate Investment Trust. It is mutually understood that these services are solely for the benefit of City of Minot.

Fees, Disbursements and Billing. Our fees are ordinarily based primarily on our usual and customary hourly rates and minimum increments. My current hourly rate is \$710. My partner Jay Lindgren will be primarily responsible for this matter and his current hourly rate is \$895; he may be assisted by other attorneys, including Grant Turpin, whose current hourly rate is \$630. Our hourly rates are subject to adjustment from time to time, usually in October. Our fees may also be affected by factors such as the amount involved in the representation, unusual time constraints, use of prior work product, and overall value of the services. Although on client request we may attempt to estimate the fees for an engagement, legal representations often involve variables that make it difficult or impossible to estimate fees accurately.

Disbursements for certain items, such as filing fees and travel expenses are usually advanced by us, then billed to clients. We sometimes ask providers, such as court reporters or expert witnesses, to submit certain substantial charges directly to clients.

We will submit monthly statements, describing services performed, and stating fees and other charges. Payment by the City of Minot will be due within 30 days.

Other Representations. We request that a signed copy of this letter be returned to indicate agreement that while this Firm is representing the City of Minot, (1) the Firm may represent other clients who may be adverse to the City of Minot in unrelated matters; and (2) the Firm may represent other parties who may be adverse to the City of Minot in this matter in unrelated matters. These agreements are made on the following understandings. First, the

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Firm will not use confidential client information against a client. Second, the Firm will not represent a party adverse to a client on a subject matter substantially related to the subject matter of the Firm's representation of that client. Third, while the Firm represents a client the Firm will not undertake litigation in which the client is a directly adverse party. Fourth, the Firm lawyer(s) personally involved in representing a client will not personally be involved in representing parties adverse to that client, without the client's specific consent.

Completing Our Services. We intend and expect to complete our services to your satisfaction. However, we will withdraw from representation upon client request. We may also withdraw in the manner and for the reasons provided by judicial and professional rules, such as if our fees are not paid timely. At the conclusion of representation, a client may request a copy of any client files or papers to which the client is entitled, for which we may charge a reasonable fee for the cost of gathering and/or producing electronic documents.

File Retention and Destruction. The Firm's policy is to upon request deliver to clients during or promptly following the completion of a particular matter all original documents and materials the client has provided to us, and all materials prepared as a part of the representation that are necessary for the client to have. Extra copies of documents or other duplicative materials are likely to be discarded when the file is closed. The Firm retains the remaining file for ten years, but does not provide additional notice of its destruction.

Please sign a copy of this letter and return a copy of the signed letter to my attention, keeping the original for your file. Acceptance of our legal services entails acceptance of the terms of this letter.

We greatly appreciate the opportunity to be of service. If there are any questions about our services, or the fee and billing arrangements, please call me.

Very truly yours,

DORSEY & WHITNEY LLP

/s/ Kate Johnson

Kate Johnson

KJ:lit



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The arrangements stated above are hereby agreed to.

CITY OF MINOT

By: _____

Its: _____

Dated: _____