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September 15, 2020

VIA EMAIL

Mike Geisel
City Administrator
City of Chesterfield
690 Chesterfield Parkway West
Chesterfield, MO 63017-2080

Re: Engagement Letter – Chesterfield Mall Redevelopment and Adjacent Land Development

Dear Mike:

Thank you for selecting this firm to represent the City of Chesterfield, Missouri (the “City”) in the above matter. This letter will confirm our discussion with you regarding our engagement and describe the basis on which our firm will provide legal services to you.

Client. Our client in this matter will be the City.

Scope of Engagement. We have been engaged to advise the City solely in connection with the proposed redevelopment of Chesterfield Mall and the proposed development of certain adjacent land located to the northwest of Chesterfield Mall that is generally bounded by Chesterfield Parkway, Wildhorse Creek Road and Burkhardt Place. We have agreed that our engagement is limited to performance of services related to this matter. Because we are not your City Attorney, our acceptance of this engagement does not involve an undertaking to represent you or your interests in any other matter. We may agree with you to limit or expand the scope of our representation from time to time, provided that any such change is confirmed by us in writing.

Further, we do not have responsibility for any tax matters and the scope of our representation will not include tax advice unless and until you specifically request, and we specifically agree, in writing.

Fees. While we anticipate most of our work for you will be performed by me, we may utilize other attorneys of our firm as appropriate. We recognize that cost efficiency is very important for you, and we will make certain that our work to you is completed in a cost-effective manner.

The principal basis for computing our fees will be as set forth in the Special Counsel Agreement dated as of October 8, 2019. However, to the extent that the City enters into a preliminary funding agreement or other arrangement that provides for a developer or other third party to pay the City’s legal fees in connection with this matter, any such work performed after the execution of such preliminary funding agreement shall be considered to be beyond the pre-development stage for purposes of the Special Counsel Agreement and we may compute our fees using our then-current minimum standard billing rates. Further, to the extent allowed under any such preliminary funding agreement, we may bill to the developer or other third party

the difference between the amounts previously billed to the City at the rates set forth in the Special Counsel Agreement and our then-current minimum standard rates for the work performed during the pre-development stage.

Costs. We will include on our invoices separate charges for performing services such as photocopying, messenger and delivery service, computerized research, travel, fax charges, electronic delivery of court documents and search and filing fees. You also agree to pay the charges related to copying or digital reproduction of documents for retention in our files. Additionally, for efficiency, we may use the services of an affiliate of our firm, Lawgical Choice, to perform technical support such as document scanning, bulk printing, electronic file processing, electronic closing books, CD and DVD copying, document coding, electronic bates numbering, trial support, conversion of electronic files, or production of electronic files and you agree to pay the charges for such services. You agree to indemnify Armstrong Teasdale for any claim made against us from an outside vendor for services rendered in connection with our representation of you.

Estimates. Although we may from time to time at your request furnish estimates of fees and costs relating to this matter, these estimates are subject to unforeseen circumstances and are by their nature inexact. Although we will use our best efforts to meet such estimates, we cannot be bound by such estimates, except to the extent expressly agreed to in writing.

Payment of Invoices. Invoices normally will be rendered on a monthly basis. Payment is due promptly upon receipt of our invoice. If an invoice remains unpaid within sixty days of its date, we reserve the right to add a late charge of 1% per month on the unpaid balance, commencing from the date of the invoice and continuing until paid. If the delinquency continues and you do not arrange satisfactory payment terms for outstanding invoices and the payment of future fees and expenses, we may suspend performing services for you and pursue collection of your account. You also agree to pay all costs of collection of delinquent invoices, including attorneys' fees and expenses, regardless of whether those fees are attributable to Armstrong Teasdale attorneys or outside attorneys engaged for the purpose of collection.

Client Responsibilities. You agree to pay our invoices for services and expenses as provided below. In addition, you agree to be candid and cooperative with us and to keep us informed with complete and accurate factual information, documents, and other communications relevant to the subject matter of our representation or otherwise reasonably requested by us. Because it is important that we be able to contact you at all times to consult with you regarding your representation, you agree to inform us, in writing, of any changes in the name, address, telephone number, contact person, e-mail address, or other relevant changes regarding the City. Whenever we need your instructions or authorization in order to proceed with legal work on your behalf, we will contact you at the latest business address we have received from you.

Advice about Possible Outcomes. Either at the commencement or during the course of our representation, we may express opinions or beliefs concerning the matter or various courses of action and the results that might be anticipated. Any such statement made by any lawyer of our firm is intended to be an expression of opinion only, based on information available to us at the time, and should not be construed by you as a promise or guarantee.

Termination of Engagement. The City may at any time terminate our services and representation upon written notice to the firm. Such termination shall not, however, relieve the City of the obligation to pay for all services already rendered, including work in progress and remaining incomplete at the time of termination, and to pay for all expenses incurred on behalf of the City through the date of termination.

We reserve the right to withdraw from our representation as required or permitted by the applicable rules of professional conduct upon written notice to the City. In the event that we terminate the engagement, we will take such steps as are reasonably practicable to protect the City's interests in the above matter, and the

City agrees to take all steps necessary to free us of any obligation to perform further, including the execution of any documents necessary to perfect our withdrawal. We will be entitled to be paid for all services rendered and costs or expenses incurred on behalf of the City through the date of withdrawal.

Disputes. We look forward to a mutually productive relationship with you. If, however, you become dissatisfied for any reason with the fees charged or the services we have performed, we encourage you to bring that to our attention immediately. In particular, we expect you to raise any disagreements about the amount of our fees or the services for which you have been billed within the first thirty days after a bill has been sent to you. We believe that most disputes between attorney and client can be resolved by good faith discussions between the parties and we therefore encourage you to bring such disputes and concerns to our attention as promptly as possible.

Conclusion of Representation; Retention and Disposition of Documents. Unless previously terminated, our representation of the City in this matter will terminate upon our sending you our final invoice for services rendered in the matter. At your request, your papers and property will be returned to you upon receipt of payment for outstanding fees and costs. Our own files pertaining to the matter will be retained by the firm. These firm files include, for example, firm administrative records, time and expense reports, personnel and staffing materials, and credit and accounting records; and internal lawyers' work product such as drafts, notes, internal memoranda, and legal and factual research, including investigative reports, prepared by or for the internal use of lawyers. All such documents retained by the firm will be transferred to the person responsible for administering our records retention program. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to destroy or otherwise dispose of any such documents or other materials retained by us within a reasonable time after the termination of the engagement, and the City agrees that unless the City has otherwise notified us in writing, we will have the right to dispose of files relating to the City's matter without notice after the matter has been concluded for five years.

Post-Engagement Matters. You are engaging the firm to provide legal services in connection with a specific matter. After completion of the matter, changes may occur in the applicable laws or regulations that could have an impact upon your future rights and liabilities. Unless you engage us after completion of the matter to provide additional advice on issues arising from the matter, the firm has no continuing obligation to advise you with respect to future legal developments.

Please review this letter carefully. If it meets with your approval, sign the enclosed copy of the letter in the space provided below and return it to me so that we may begin work. However, please note that your instructing us or continuing to instruct us on this matter will constitute your full acceptance of the terms set out above. Please call me with any questions.

Please call me if you have any questions. Otherwise, thank you for the opportunity to work with the City on this important project.

Sincerely,



Robert D. Klahr

RDK:cnh

AGREED TO AND ACCEPTED:

City of Chesterfield, Missouri

By: _____

Title: _____

Date: _____