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June 11, 2012

**PERSONAL AND CONFIDENTIAL  
ATTORNEY-CLIENT PRIVILEGED COMMUNICATION**

**ELECTRONIC MAIL**

Parker Jordan Metropolitan District  
c/o Bob Blodgett  
CliftonLarsonAllen LLP  
8390 East Crescent Parkway, Suite 500  
Greenwood Village, Colorado 80111  
Email: [Bob.Blodgett@cliftonlarsonallen.com](mailto:Bob.Blodgett@cliftonlarsonallen.com)

**Re: Parker Jordan Metropolitan District – Cherry Creek Reclamation Project**

Dear Mr. Sheldon:

We are pleased and honored that you have chosen Polsinelli Shughart PC to represent Parker Jordan Metropolitan District (the "District") in connection with the matter described below. We thank you for your expression of confidence in us.

This letter is intended to describe the scope of the services our firm has been retained to provide during this engagement as well as the terms and conditions of the engagement. To that end, we have attached our standard **Terms of Representation** which sets forth our firm's established general policies and practices regarding representation of clients and the payment of our fees.

1. **Client.** We understand that the District will be our client. In that regard, while we will report to the District's Board of Directors from time to time and while we will work with you and other members of the District on a frequent basis, we understand that no officer, director, employee, consultant or construction manager of the District will be our client.

Chicago | Dallas | Denver | Edwardsville | Jefferson City | Kansas City | Los Angeles | New York  
Overland Park | Phoenix | St. Joseph | St. Louis | Springfield | Topeka | Washington, DC | Wilmington

*In California, Polsinelli Shughart LLP.*

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Provide advice and counsel regarding a potential dispute with certain contractors and design professionals involved in the Cherry Creek Reclamation construction project.

3. **Responsibilities.** We will provide legal counsel and assistance in accordance with this letter and will rely upon information and guidance you provide to us. We will keep you reasonably informed of progress and developments, and respond to your inquiries.

In order to enable us to provide the services set forth in this letter, you will disclose fully and accurately all facts and keep us apprised of all developments relating to this matter. You will also cooperate fully with us and be available to attend meetings, conferences, hearings and other proceedings on reasonable notice, and stay reasonably informed on all developments relating to this matter.

4. **Fees and Expenses.** We bill for our services on an hourly basis, generally recording our time in six minute increments. The hourly rates for the attorneys who will work on your matter vary depending on a number of factors, including the attorney's experience, expertise and subject area involved. In this regard, my adjusted hourly rate will be \$305.00, and Gene Commander's will be \$380.00 per hour. An associate attorney will likely be assigned to this case. His or her hourly rate will be in the low \$200.00's per hour. We also bill for the services of paralegals who assist the attorneys. We will also bill, as necessary, for the services of our IT litigation support specialist when involved in e-discovery matters. Their rates are significantly lower than the rates of the attorneys involved. In the event our rates should change, which occurs from time to time, the bills you receive from us after that time will reflect that rate adjustment. We include separate entries on our bills for out-of-pocket expenses such as photocopying, messenger delivery services, travel, computerized research and search and filing fees.

We have agreed to limit our initial review of this matter to a maximum of twenty-five (25) hours and provide our verbal report and recommendation to the Board of Directors June 18.

5. **Retainer.** At this time we are not requiring a retainer. We may reassess the need for one at a later time, especially if this matter proceeds to litigation. If we eventually require a retainer, these funds will remain in our client trust account for the duration of our representation, and will be applied only to your final bill. Any remaining balance at that time will be returned to you immediately. We reserve the right to use any part of said funds to satisfy a delinquent payment, and to discontinue our representation until you forward funds to restore the full retainer.

We look forward to representing the District in this matter. When you advise us otherwise, we will give you a new file or files and issue a new engagement letter for assignments which are different from this assignment.

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We hope this letter and the attached Terms of Representation adequately explain the scope of our services as well as the payment terms of our fees. If they do and you are in agreement with them, please indicate your affirmation by signing the enclosed copy of this letter and returning it to me for our files.

We appreciate the opportunity to work with you and the District and look forward to a mutually beneficial relationship.

Very truly yours,

Ryan E. Warren

Encs.

On behalf of the District, the undersigned hereby accepts the terms of the foregoing engagement letter and the attached Terms of Representation.

Parker Jordan Metropolitan District

By Norman A. Sheldon 6/18/2012  
Norman A. Sheldon  
President, Board of Directors

# Polsinelli Shughart

**Confirmation of Services.** Polsinelli Shughart PC is pleased to have this opportunity to serve you. The letter accompanying these Terms of Representation sets forth the scope of our representation. If what is set forth in the accompanying letter or in these Terms of Representation does not accurately describe your understanding of the services we are to perform or the terms for billing fees and expenses, please advise the attorney sending you the letter. Unless the attorney is notified promptly, we will assume that these Terms of Representation and the accompanying letter are acceptable to you.

**Scope of Representation.** The scope of our representation at this time is limited to providing only those services that are described in the accompanying letter. Unless otherwise noted, we will render those legal services that are necessary to the representation. No other services are intended to be provided without our mutual agreement. Later, if you determine to change materially the scope of our representation, we will need to document that in additional correspondence. Our representation is also limited to working on behalf of the client identified in the accompanying letter. The firm does not represent any other entity or individuals unless specifically stated in the accompanying letter.

**Fees Not Contingent and Due Within 30 Days.** Our fees are not contingent, and payment is due within 30 days of the receipt of the statement. If the firm has not received any comment about the statement within 30 days of its receipt, we will assume that you found it acceptable. As a means of encouraging timely payment of our statements, we reserve the right to add a late charge of 1.5% per month to bills that are past due, i.e., statements that remain unpaid for more than 30 days. Payment is to be made by check or draft payable to "Polsinelli Shughart PC."

If any of our statements remain unpaid for more than 90 days, we may, consistent with our ethical and court-imposed obligations, cease to perform services until satisfactory arrangements have been made for the payment of the unpaid statements and future fees. In fairness to our many clients who promptly pay their statements each month, we reserve the right to take appropriate action with respect to such delinquent accounts.

**Methods of Communication.** We are mindful of our obligation to preserve the client's confidential information. To that end, it is important that we agree from the outset what kinds of communications technology we will employ in the course of this engagement. The exchange of documents using the Internet, or even direct computer-to-computer data transfer, may involve some risk that information will be retrieved by third parties. Even the use of fax machines can cause problems if documents are sent to numbers where the documents sit in open view. As part of these general issues, please be aware that (1) e-mail communication is not a secure method of communication in all circumstances, (2) any e-mail that is sent to the client or by the client may be copied and held by various computers that it passes through as it goes from the sender to the recipient, (3) persons not participating in our communication may intercept such messages by improperly accessing the client's computer or the lawyer's computer, or even some computer not related to either the client or the law firm which the e-mail passes through. However, it has been our experience that most current business communications are accomplished by electronic

means. The Polsinelli Shughart Law Firm will assume that you have no objections to such communications and consent to receive communications via electronic means unless you notify us in writing to the contrary.

**Attorney-Client Communication.** Our statements generally contain information protected by the attorney-client privilege. As the privilege could be deemed to have been waived if someone other than the client sees the privileged material, we recommend that you keep all of our statements in a separate file marked "Attorney-Client Privileged Materials," and keep the file in a secure place.

**Payment of Third-Party Expenses.** The firm prefers that you pay directly any significant outside expense items related to your work and, when possible, we will direct such expenses to you for payment. Therefore, we often ask our vendors to bill our clients directly rather than having us incur the expense and then including the amount on our statement.

**Termination of Services and Representation.** You may terminate our services at any time. Termination of our representation does not, however, relieve you from the responsibility of paying those fees and expenses incurred through the date we were notified of such termination. Similarly, we may withdraw from this representation for a number of reasons, including failure to promptly pay the amounts indicated in our statements; failure to disclose all facts material to our representation; failure to act in accordance with our advice; or development of one or more circumstances which, in our judgment, impair our ability to maintain an effective attorney-client relationship. Upon termination of our services and representation by the client or our withdrawal from representation of the client, we will be entitled to be paid for all services rendered and costs and expenses paid or incurred on behalf of the client to the date of termination or withdrawal. We also will be entitled to payment at our standard billing rates for any work required of us in connection with the turnover of files to the client or new counsel and the orderly transition of pending matters to new counsel, and we also will be entitled to reimbursement of all expenses incurred by us in connection with such work. We will return to the client all papers and property belonging to the client, upon payment of all amounts owed by the client to the firm. Papers and communications that are part of the firm's administrative process although they may concern do not belong to the client. We reserve the right to make, at the client's expense, and retain copies of all documents generated or received by us in the course of our representation of a client. If a client requests documents from us, either during the course of our representation of the client or in connection with or following termination of or withdrawal from such representation, such documents will be provided at the client's expense, including both reproduction costs and professional fees for time expended in reviewing files to locate requested documents.

**Estimates of the Cost of Services to be Performed.** From time to time, you may ask us to make an estimate of the cost of completing all or part of your matter. Because it is often difficult to estimate at the beginning of a project how much time it will take to complete it, we treat any estimate as an "educated guess" and not as an assurance that we will be able to do the work for the estimated price. When an estimate is given, we will advise you when we are nearing the estimated price, and we will also advise you if we become aware that the estimate may be exceeded. At that time, you can decide whether to terminate our work on the project, modify the project, or proceed to completion with a different cost estimate.

**Completion of Matter.** After a particular matter is completed, we do not (unless you specifically request in writing that we do so) undertake to continue to review that matter and update you concerning legal developments, such as changes in applicable laws or regulations. If you do ask us to review a specific matter on which we have previously worked, we will consider that to be a new representation. Thus, while we may, from time to time, call to your attention issues or legal developments that might be relevant to your operations, we are not undertaking to do so as a part of this representation.

Unless previously terminated, our representation will end upon our sending you our final statement for services rendered with respect to this matter. If, upon any termination or completion of a matter, you wish to have your documents in our possession delivered to you, please advise us.

**Client Confidences/Description of Client/Representation in Other Matters/Future Conflicts.** Our clients are engaged in a wide variety of businesses throughout the world. From time to time, we represent clients who are industry competitors. In order to ensure confidentiality, we will not (unless you specifically grant us the authority to do so) discuss or otherwise make available to anyone, including other clients, any confidential information about you, your business or our work on your behalf and will not discuss or otherwise make available to you any confidential information about any of our other clients (if any), their business, or any work on their behalf.

Polsinelli Shughart is a large law firm and represents many other companies and individuals. For example, our firm has a national debtor-creditor, workout, and bankruptcy practice. To avoid any misunderstanding in connection with our current (and any future) engagement with the client, we confirm that we have not been asked to act as counsel for anyone other than the client described in the Engagement Letter or, if the client is a corporation, any subsidiary, parent, affiliate, or other member of the client's corporate group by acting as counsel to the client.

It is possible that during the time that we are representing the client, some of our other present or future clients will have disputes or transactions with the client referenced in the accompanying Engagement Letter. Therefore, as a condition to the firm undertaking this engagement, the client agrees that we may continue to represent or may undertake in the future to represent existing or new clients in any matter that is not substantially related to our work for you even if the interests of such other clients in those other matters are directly adverse to you.

Without limiting the generality of the foregoing, we will have the right to represent debtors, creditors' committees, creditors, shareholders, or other parties in interest in other matters, including in bankruptcy, workout, and other debtor-creditor matters, even when the client is a creditor or is otherwise interested in or potentially interested in such other matter. This would include, but not be limited to: matters, negotiations, and disputes that may arise under loan and security agreements and related documents; negotiation and disputes regarding claims, liens, debtor-in-possession financing, lift of stay issues, plan of reorganization issues; and other issues in which the client may have an interest. The client's signature on the enclosed copy of this letter will constitute its consent to any and all such conflicting representations. We agree, however, that the client's prospective consent to conflicting representation contained in the preceding sentence shall not apply in any instance where, as a result of our representation of the

client, we have obtained proprietary or other confidential information of a non-public nature, that, if known to such other client, could be used in any such other matter by such client to the client's material disadvantage.

**No Guarantee.** We will perform our professional services on your behalf to the best of our ability, but we cannot make and have not made any guarantees regarding the outcome of our work on this project. Any expressions by us about the outcome of this project are our best professional views only and are limited by our factual knowledge at the time they are expressed.

**Binding Agreement.** The accompanying Engagement Letter and these Terms Of Representation represent the entire agreement between the client and the Polsinelli Shughart Law Firm with respect to this Engagement. By signing the Engagement Letter, the client acknowledges that the Engagement Letter and these Terms Of Representation have been carefully reviewed and its content understood and that the client agrees to be bound by all of its terms and conditions. Furthermore, the client acknowledges that the Polsinelli Shughart Law Firm has made no representations or guarantees to you regarding the outcome of your representation or the time necessary to resolve this matter. No change or waiver of any of the provisions of the Engagement Letter or these Terms of Representation shall be binding on either you or the law firm unless the change is in writing and signed by both.

**Acceptance of Terms of Representation.** If these Terms Of Representation and the accompanying letter correctly and completely set forth our mutual understanding of the terms of our engagement, please sign a copy of the accompanying letter and return it to our offices for our file.