

PRIVILEGED AND CONFIDENTIAL

March 26, 2023

VIA E-MAIL

Alvin L. Bragg, Jr.
New York County District Attorney
New York County District Attorney's Office
One Hogan Place
New York, NY 10013

Re: Representation of Manhattan District Attorney's Office

Dear Alvin:

We are pleased to welcome the Manhattan District Attorney's Office ("the DA") as a client of Gibson, Dunn & Crutcher LLP. This letter and the attached Terms of Retention set forth the terms of our engagement.

You are retaining us to provide legal services to the DA in connection with a congressional investigation, potential litigation, and related matters regarding the DA's investigation of Donald Trump (the "Matter"). We will endeavor to keep you informed of the progress of your matter and respond to your inquiries. You acknowledge the need to provide us with accurate and complete information and the need to cooperate and keep us informed of any developments related to our representation of you. Unless otherwise agreed in writing, the terms of this letter and the attached Terms of Retention will also apply to any additional matters that we handle on behalf of the DA, and any affiliate of the DA for whom we also provide legal services, as to which you represent that you have the authority to bind such affiliates to the terms of this letter.

Fees and Billing

Generally, we will bill the DA for our services and reimbursable expenses on a monthly basis. Mylan Denerstein and I will be primarily responsible for this matter. Other attorneys and paralegals may also perform services during the course of this engagement. For more information, please refer to the section on Professional Fees in the Terms of Retention.

We will not charge the DA for certain ancillary services, such as word processing and standard secretarial time. We will invoice you for the cost of other services incurred on your behalf. Please refer to the section on Costs and Ancillary Services in the Terms of Retention for additional information.

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To the extent all or part of our fees and expenses may be covered by insurance or payments from other third parties, you agree to pay our invoices directly within the 45-day period described in Section 4 of the attached Terms of Retention. If requested, we will work with you to obtain reimbursement from insurers or other third parties provided we do not have a conflict in doing so. You also agree to bring all past due invoices current prior to October 31 (the end of our statistical year) and December 31 (the end of our fiscal year).

Identity of Client; Effect of Retention

Our client in connection with the Matter is only the DA. We have not been retained to represent, or agreed to represent, the State of New York, the County of New York, the City of New York, or any other agency or subdivision of any of them, and this agreement shall not be construed as an agreement with any of them for conflicts, contracting, or other purposes. A condition of our representation of the DA is that we will not be precluded from representing clients in matters involving or adverse to any such entities by virtue of our representation of the DA in this Matter or any other matter. The DA is engaging us on its own behalf and represents that it has the authority to do so, and agrees that our representation of the DA shall not be used to assert a conflict of interest with respect to any other person or entity, including but not limited to the ones enumerated above.

Waiver of Prospective Conflicts

We represent many other clients, including clients in connection with matters involving the State of New York, County of New York, the City of New York, and other government agencies and subdivisions. It is possible that during or after the time we represent the DA, other present or future clients will ask us to represent them in disputes or transactions with or involving the DA (which includes any related persons or entities) as to legal matters not substantially related to our representation of the DA. It is also possible that other future or present clients will ask us to take a position on their behalf on a legal or policy issue in matters not substantially related to our representation of the DA that is inconsistent with, or contrary to, a position advocated by the DA, or that the DA may perceive as being directly or indirectly adverse to its interests. In such situations, the Firm could be tempted to balance the interests between its clients rather than vigorously assert a single client's interest on an issue. We do not believe, however, that our simultaneous representation of you in the present matter, and our representation of another client in any such substantially unrelated matter adverse to you will compromise our ability to adequately represent you.

In further elaboration of the above, our Firm has represented, and we anticipate in the future will represent, clients in matters involving the DA. For example and without limitation, we may handle the following types of matters: representing clients in connection with civil or

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criminal investigations conducted by the DA; responding to and/or challenging subpoenas and other information requests from the DA; representing clients in civil or criminal lawsuits, claims, enforcement actions, or other proceedings brought by the DA; advising clients on regulatory, compliance, and other issues involving New York law that may otherwise be enforced by or involve the DA; and in other litigation, disputes, or other matters in which the DA is also involved. We may also be asked to represent clients in other matters involving the DA, not all of which can be predicted in advance. Such matters are referred to herein as the "DA Matters."

We wish to clarify our mutual understanding with the DA as to the extent to which our present representation both will affect, and will not affect, our ability to represent other existing or future clients in other legal matters, whether or not the DA (including related persons, agencies, or entities) are adverse or otherwise involved in those matters. As a condition of our undertaking, the DA agrees that:

- we can continue to represent, or can in the future represent, existing or new clients in any matter, including litigation or other adversarial proceedings (which includes bankruptcy or insolvency proceedings, including instances where the DA is a creditor or equity holder in such a proceeding) (together with the DA Matters, "Other Matters"), so long as the Other Matters are not substantially related to our work for the DA, even if those other clients' interests are adverse to the DA's interests in the Other Matters;
- we can continue to take legal and policy positions on behalf of existing clients or future clients on matters substantially unrelated to our representation of the DA that may be inconsistent with, or contrary to, the position advocated by the DA or that the DA may perceive as being adverse to its interests ("Other Issues");
- we might obtain confidential information of interest to the DA in these Other Matters or relating to the Other Issues that we cannot share with the DA; and
- the DA waives any conflict of interest that might arise from the Firm's engagement in the Other Matters or with respect to the Other Issues, and will not seek to disqualify the Firm or any of the Firm's lawyers in, or assert a conflict with respect to, the Firm's engagement in the Other Matters or Other Issues.

If for any reason, the DA's consent and waiver of potential conflicts is not effective in the circumstances, the DA consents to our resignation from our representation of the DA, and agrees to support a motion, if filed by the Firm, to withdraw from our representation of the DA if resignation at that time is otherwise permissible under applicable professional rules.

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In that case, the DA would need to engage, at the DA's expense, separate counsel to represent the DA's interests.

Of course, without the DA's further prior written consent, we cannot and will not represent another client in a matter adverse to the DA if we have obtained confidential information of a nonpublic nature from the DA, as a result of our representation of the DA, that, if known to the other client, could be used in the Other Matters by the other client to the DA's material disadvantage unless we have imposed in advance of that subsequent engagement an ethical screen that assures the preservation of the DA's confidences.

Dispute Resolution

We appreciate the opportunity to serve as your attorneys and look forward to a productive and mutually rewarding relationship. If you become dissatisfied with our charges or services, we encourage you to bring that to our attention immediately. We believe that most problems of this nature can be resolved through good faith discussion. In the event that we cannot resolve a dispute through discussion, we believe that binding arbitration offers a more expeditious and less expensive alternative than court action.

By signing this engagement letter agreement, the parties agree to binding arbitration in New York City of any dispute, claim or controversy regarding our services as described in the attached Terms of Retention, including any dispute as to the fees for our services, which you might otherwise have the right to arbitrate under Part 137 of the Rules of the Chief Administrator of the Courts. The parties are also agreeing that they are waiving their right to a jury or court trial, and are waiving any right they might have to collect punitive damages. This waiver of punitive damages applies only to the maximum extent permitted by law. If you do not wish to agree to arbitration, you should advise us before signing this letter. If you have any questions or concerns regarding the advisability of arbitration, we encourage you to discuss them with us, independent counsel, or your other advisors.

Representations and Compliance with Laws and Rules

The Firm is undertaking the services described herein in its own capacity. Neither the Firm or any of its partners, attorneys, or employees will become or be considered employees of the City or any other agency or subdivision thereof by virtue of our agreement to represent the DA in the Matter. The Firm is not aware of any interest held by it or any of its partners or employees that conflicts with the performance of the services contemplated under this agreement. Additionally, no elected official or other officer or employee of the City or person whose salary is payable by the City will participate in any decision relating to the services provided hereunder. The prices and other material terms in this agreement have been arrived at independently, without collusion, consultation, communication, or agreement

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with any other bidder or proposer or with any competitor, nor have they been knowingly disclosed to any other bidder, proposer, or competitor. The Firm has not made any attempt, and will not make any attempt, to induce any other person or entity to submit or not to submit a bid or proposal for the purpose of restricting competition.

The Firm complies with, and specifically in connection with the Matter represents that it will comply with, all applicable laws, rules, and regulations, including applicable laws pertaining to minimum and living wages, applicable laws pertaining to non-discrimination and retaliation in employment, and applicable laws pertaining to paid sick leave for employees.

The parties represent and warrant that the execution, delivery, and performance of this agreement have been duly authorized and that they have all necessary power and authority to execute, deliver, and perform their obligations under this agreement.

Confirmation of Agreement

You should review and familiarize yourself with the attached Terms of Retention, which are incorporated into this engagement letter agreement. You of course are free to consult an independent lawyer of your choosing regarding any of these matters, and you acknowledge that you have had a full and fair opportunity to do so. If this letter and the Terms of Retention accurately reflect your understanding of our agreement, please sign and return to me the enclosed copy of this letter. I would be pleased to answer any questions you might have.

On behalf of Gibson, Dunn & Crutcher LLP, I look forward to continuing our mutually rewarding relationship.

Sincerely,

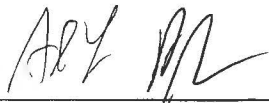
A handwritten signature in blue ink, appearing to read "Theodore J. Boutros Jr.", written in a cursive style.

Theodore J. Boutros Jr.

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Agreed to this 27th day of March, 2023.

Manhattan District Attorney's Office

By: 

Alvin L. Bragg, Jr.
District Attorney

**TERMS OF RETENTION
OF
GIBSON, DUNN & CRUTCHER LLP**

The following provisions will apply to the relationship between Gibson, Dunn & Crutcher LLP (the "Firm" or "we") and the client ("you"), as identified in the accompanying letter agreement. To the extent there is any conflict between the terms in the accompanying letter agreement and these Terms of Retention, on the one hand, and any other documents, requirements, or expectations, on the other hand, the former shall control.

1. Professional Fees. We will charge for our legal services based on the amount of time devoted to the matter at the agreed-upon hourly rates for the particular professionals involved. The hourly rates of our attorneys and paralegals vary, depending generally upon the experience and capabilities of the attorney or paralegal involved, and we adjust these rates from time to time. For this matter we have agreed on the following hourly rates for our attorneys: \$900 per hour for partners, and \$500 per hour for associates. These rates will remain the same for the life of the matter.

2. Costs and Ancillary Services. The Firm will invoice you for the cost of certain ancillary services incurred on your behalf. Generally, we will not charge you for certain services, such as word processing and regular secretarial time. Whenever practicable, discounts obtained from vendors will be passed on to you. Under certain circumstances, we may ask you to advance anticipated costs or to pay outside vendors directly for their services. The primary ancillary services and our specific policies regarding billing are set forth below. Other services may be rendered during the course of our engagement, and will also be billed to you. Our charges for these costs and ancillary services are subject to change from time to time.

2.1 Word Processing. Most of the Firm's offices have advanced word processing capabilities and our offices are linked by a network which facilitates efficiency and service to clients. The Firm does not charge for equipment usage or word processing time.

2.2 Secretarial Time. The Firm will not charge you for regular secretarial time. We bill for secretarial overtime services only if your specific demands require late night work or in other unusual circumstances (typically a large case or transaction with dedicated secretaries). The standard fee for overtime secretarial services is \$40 per hour.

2.3 Duplicating/Copying. The Firm has a substantial investment in duplicating equipment which is located not only in our service centers but also at several locations on each floor to provide quick turn-around when needed. In-house copying is billed to the client at a flat rate of \$.10 per page. If you instruct us to do so, we will use outside copying services to the extent possible. Outside duplicating services are charged to the client at the Firm's actual cost with no mark-up.

2.4 Telephone. The Firm will not charge you for local telephone service. Long distance calls are charged at a fixed rate per minute equal to the allocated actual cost as revised from time-to-time.

2.5 Telecopy. The Firm provides in-house FAX services at numerous locations for convenience and confidentiality in serving clients. There is no charge for incoming FAX documents. Charges for outgoing documents are strictly limited to the associated long distance telephone charges. There is not a per page charge.

2.6 Legal Research. Computerized research (such as Lexis and Westlaw) is available at the attorney's desk or in a central library location. Certain vendors bill the Firm based on an annual flat rate. The Firm charges for on-line computer research time based on an allocation of the

overall annual cost to provide and manage those services. The rates clients pay factor in the benefit of any discounts the Firm is able to negotiate with vendors of such services.

2.7 Overnight And Local Deliveries. We will charge you for overnight deliveries and local deliveries by outside messenger services at the Firm's actual cost and only after consultation with you and your agreement. We will pass on negotiated discounts to you.

2.8 Postage. The Firm will not charge you for postage, except for large volume mailings, which are billed at the Firm's actual cost.

2.9 File Storage. The Firm will not charge you for file storage except in extraordinary circumstances and only after consultation with you and your agreement. The Firm may, at its own discretion, choose to store files electronically rather than hardcopy.

2.10 Office Supplies. We will not charge you for routine quantities of office supplies. You may incur a charge, equal to the Firm's actual cost, for substantial and unusual orders of office supplies required for a particular matter but only after consultation with you and your agreement.

2.11 Travel and Subsistence. Our attorneys are instructed to incur transportation, lodging, meal and other travel costs at reasonable rates. The Firm instructs its attorneys to comply with the policies of individual clients, as reflected in the New York City Comptroller's Directive 6 regarding airline usage and to obtain the lowest fare available consistent with those policies. We will bill you for all travel costs at the Firm's actual cost, including passing along the direct discount offered by airline carriers. From time to time additional travel benefits from certain carriers based on volume are received by the Firm; all such benefits are generally retained by the Firm.

2.12 Employee Transportation. Under certain circumstances, the Firm provides transportation for its employees, especially when public transportation is not available or after 9pm. In those situations where the Firm provides transportation to or from the office for an employee as part of that particular employee's regular schedule, such costs will not be billed to you. In those situations where employees are working overtime for you because of the time demands of a particular matter, the actual transportation costs may be billed at the discretion of the billing attorney.

2.13 Meetings/Meals (Other Than Travel Related). Meals or beverages ordered where the client or a third party is not present will not be billed to the client, even if the meeting is for the client's benefit.

2.14 Storage Fees. The Firm charges a small monthly fee for storing images (tiff files) of discovery documents which are typically linked to databases. The current cost is \$.003/file for the first 500,000 files and \$.001/file thereafter. The Firm agrees to assess the actual cost and receive agreement from the Client before incurring such charges.

2.15 Other Costs and Third Party Vendors. Other costs that we incur for your benefit (such as expert witness fees; filing fees; etc.) will be billed at the Firm's actual cost. In addition, the services provided to you may involve services provided by third parties outside the Firm. You will be required to pay for these outside services directly, or to reimburse us if we make payment for these services on your behalf but only after consultation with you and your agreement. When there are substantial expenditures involving outside vendors or substantial out of pocket expenditures, we will require either that you pay those sums to us before we expend them or that you directly contract with and pay the outside vendor. Except in cases of gross negligence by the Firm, you agree that you will indemnify the Firm for any claim made against the Firm based on actions of the Client from an outside vendor for services rendered in connection with the Firm's representation of you.

3. Estimates Not Binding. It is often impractical to determine in advance the amount of effort that will be needed to complete all the necessary work on a matter or the total amount of fees and

costs which may be incurred. Obviously, any estimates or budgets may need to be adjusted upwards or downwards as changes occur. Moreover, these estimates and budgets are not intended to be binding, are subject to unforeseen circumstances, and by their nature are inexact.

4. Billing and Payment. Fees and expenses will generally be billed monthly and are payable upon presentation, but in no event to exceed 45 days from presentation of our statement. We expect prompt payment, and our experience indicates that prompt billing and prompt payment enhances the working relationship. We reserve the right to postpone or defer providing additional services or to discontinue our representation, to the extent legally permissible, if billed amounts are not paid when due. We also reserve the right to charge a late fee of 1% per month on all sums that are not paid within 45 days of presentation of our statement. You also agree that you will promptly review our statements and raise any questions regarding the amounts and items billed within 30 days of presentation. If you object to only a portion of the charges on a statement, then you agree to pay the remainder of the charges, which will not constitute a waiver of your objection. While you may have insurance available to pay some or all of the fees and expenses incurred in connection with this engagement, you will remain responsible for the timely payment of the entirety of the bill if there is a shortfall between the total amount incurred and the amount paid, if any, from insurance proceeds.

5. Termination of Representation.

5.1 Termination By You. You have the right to terminate our services at any time. If you decide to terminate our services, you agree to give us prompt written notice of such termination. Upon our termination, you will remain obligated to pay for all services rendered and costs or expenses paid or incurred on your behalf prior to the date of such termination or which are reasonably necessary thereafter. If we are attorneys of record in any proceeding, you agree to execute and return to us a Substitution of Attorney promptly upon receipt from us.

5.2 Termination By Us. We also have the right to withdraw from this representation if, among other things, you fail to honor the terms of our engagement letter and these Terms of Retention, you fail to make payment of any of our statements in a timely manner, you fail to cooperate or to follow our advice on a material matter, or any fact or circumstance occurs that would, in our view, render our continuing representation unlawful or unethical, and we determine that we are permitted to withdraw our representation. If we elect to withdraw, you will take all steps necessary to free us of any obligation to perform further services, including the execution of any documents necessary to complete our withdrawal. Notwithstanding such termination, you will remain obligated to pay us for all services provided and to reimburse us for all costs and expenses paid or incurred on your behalf.

5.3 Date of Termination. Our representation of you will be considered terminated at the earlier of (a) your termination of our representation, (b) our withdrawal from our representation of you or (c) the substantial completion of our work for you. In the event there has been no work performed by our attorneys on your behalf for a period of six consecutive months, we agree that our attorney-client relationship will have been terminated.

5.4 Duties Upon Termination. Upon termination of our involvement in a particular matter for which we were engaged, we will have no duty to inform you of future developments or changes in law which may be relevant to such matter. Further, unless you and the Firm agree in writing to the contrary, we will have no obligation to monitor renewal or notice duties or similar deadlines which may arise from the matters for which we had been engaged. If your matter involves obtaining a judgment and such judgment is obtained, we will only be responsible for those post-judgment services (such as recording abstracts, filing judgment liens, and calendaring renewals of judgments) as are expressly agreed to by you and the Firm in writing, and for which you will be obliged to pay.

6. Arbitration.

6.1 ARBITRATION OF ALL DISPUTES, CLAIMS OR CONTROVERSIES. PART 137 OF THE RULES OF THE CHIEF ADMINISTRATOR OF THE COURTS GIVES YOU THE RIGHT, IN

CERTAIN CIRCUMSTANCES, TO SUBMIT A DISPUTE ABOUT THE FEES FOR OUR SERVICES TO ARBITRATION. A COPY OF THE WRITTEN INSTRUCTIONS AND PROCEDURES FOR PART 137 IS ATTACHED. BY SIGNING THIS AGREEMENT, YOU ACKNOWLEDGE: 1) THAT YOU HAVE READ THESE WRITTEN INSTRUCTIONS AND PROCEDURES, 2) THAT YOU HAVE BEEN ADVISED OF YOUR RIGHT TO USE THE FEE ARBITRATION PROCEDURES OF PART 137, AND 3) THAT YOU ARE NOT REQUIRED TO AGREE TO ARBITRATE ANY FEE DISPUTE IN AN ARBITRAL FORUM OUTSIDE PART 137. NOTWITHSTANDING WHATEVER RIGHTS YOU MAY HAVE UNDER PART 137, BY SIGNING THIS AGREEMENT, YOU HEREBY AGREE TO RESOLVE ALL FEE DISPUTES BY ARBITRATION BEFORE AN ARBITRAL FORUM OUTSIDE PART 137. YOU THEREBY AGREE TO WAIVE YOUR RIGHTS WITH REGARD TO ARBITRATION PURSUANT TO PART 137, WHICH INCLUDES THE RIGHT TO REJECT THE ARBITRATOR(S) AWARD BY COMMENCING AN ACTION ON THE MERITS IN A COURT OF LAW.

UNLESS OTHERWISE PRECLUDED BY CITY, STATE, OR FEDERAL LAW, AS A MATERIAL PART OF OUR AGREEMENT, YOU AND THE FIRM AGREE THAT ANY AND ALL DISPUTES, CLAIMS OR CONTROVERSIES ARISING OUT OF OR RELATING TO THIS AGREEMENT, OUR RELATIONSHIP, OR THE SERVICES PERFORMED OR ANY OTHER MATTER OR THING, SHALL BE DETERMINED EXCLUSIVELY BY CONFIDENTIAL, FINAL AND BINDING ARBITRATION AS FOLLOWS:

(A) THE MATTERS SUBMITTED TO ARBITRATION SHALL BE HEARD AND DETERMINED BY A SINGLE ARBITRATOR IN NEW YORK CITY OR ANOTHER MUTUALLY AGREED UPON VENUE, IN ACCORDANCE WITH THE THEN EXISTING COMPREHENSIVE ARBITRATION RULES OR, IN THE EVENT NO DISPUTED CLAIM OR COUNTERCLAIM EXCEEDS \$250,000, NOT INCLUDING INTEREST OR ATTORNEYS' FEES, THE STREAMLINED ARBITRATION RULES OF THE JUDICIAL ARBITRATION AND MEDIATION SERVICES ("JAMS").

(B) ANY PARTY TO THE ARBITRATION MAY REQUEST JAMS TO IDENTIFY PANELS OF RETIRED OR FORMER JURISTS QUALIFIED AND ABLE TO SIT AS ARBITRATORS OF THE MATTERS SUBMITTED FOR ARBITRATION AND THE ARBITRATOR DETERMINING THE SUBMITTED MATTERS SHALL BE SELECTED FROM SUCH PANELS PURSUANT TO JAMS RULES.

(C) DISPUTES, CLAIMS AND CONTROVERSIES SUBJECT TO FINAL AND BINDING ARBITRATION UNDER THIS AGREEMENT INCLUDE, WITHOUT LIMITATION, ALL THOSE THAT OTHERWISE COULD BE TRIED IN COURT TO A JUDGE OR JURY IN THE ABSENCE OF THIS AGREEMENT. SUCH DISPUTES, CLAIMS AND CONTROVERSIES INCLUDE, WITHOUT LIMITATION, CLAIMS FOR PROFESSIONAL MALPRACTICE, DISPUTES OVER OUR FEES AND EXPENSES, ANY DISPUTES OVER THE QUALITY OF SERVICES WHICH WE RENDER, ANY CLAIMS RELATING TO OR ARISING OUT OF YOUR OR OUR PERFORMANCE UNDER THIS AGREEMENT, AND ANY OTHER CLAIMS ARISING OUT OF ANY ALLEGED ACT OR OMISSION BY YOU OR US.

(D) EXCEPT AS OTHERWISE DETERMINED BY THE ARBITRATOR, THE FEES OF THE ARBITRATION INITIALLY WILL BE PAID EQUALLY BY BOTH THE FIRM AND YOU. HOWEVER, THE ARBITRATOR SHALL HAVE THE RIGHT TO ORDER EITHER PARTY TO PAY ALL FEES AND COSTS AS PART OF THE AWARD.

(E) UNLESS OTHERWISE PRECLUDED BY CITY, STATE, OR FEDERAL LAW, BY AGREEING TO SUBMIT ALL DISPUTES, CLAIMS AND CONTROVERSIES TO BINDING ARBITRATION, YOU AND THE FIRM EXPRESSLY WAIVE ANY RIGHTS TO HAVE SUCH MATTERS HEARD OR TRIED IN COURT BEFORE A JUDGE OR JURY OR IN ANOTHER TRIBUNAL. YOU AND THE FIRM FURTHER AGREE, TO THE

MAXIMUM EXTENT PERMITTED BY LAW, TO WAIVE ANY RIGHT YOU OR THE FIRM MAY HAVE TO PUNITIVE DAMAGES.

(F) THE ARBITRATOR SHALL BE AUTHORIZED TO DETERMINE ALL ISSUES IN ARBITRATION AS IF THE ARBITRATOR WERE SITTING AS A JUDGE WITHOUT A JURY, AND THE ARBITRATOR SHALL RENDER A WRITTEN REASONED AWARD WITH FINDINGS OF FACT AND CONCLUSIONS OF LAW SUFFICIENT TO SUPPORT SUCH JUDICIAL REVIEW AS IS PROVIDED BY APPLICABLE STATUTES GOVERNING ARBITRATIONS.

(G) ANY ARBITRATION AWARD SHALL BE FINAL, BINDING AND CONCLUSIVE UPON THE PARTIES, SUBJECT ONLY TO JUDICIAL REVIEW PROVIDED BY STATUTES GOVERNING ARBITRATIONS, AND A JUDGMENT RENDERED ON THE ARBITRATION AWARD MAY BE ENTERED IN ANY STATE OR FEDERAL COURT HAVING JURISDICTION THEREOF.

6.2 WAIVER OF RIGHT TO JURY OR COURT TRIAL. UNLESS OTHERWISE PRECLUDED BY CITY, STATE, OR FEDERAL LAW, YOU UNDERSTAND THAT BY ENTERING INTO THIS AGREEMENT YOU AND THE FIRM ARE WAIVING ANY RIGHT TO A JURY OR COURT TRIAL, AND YOU ARE WAIVING YOUR RIGHT TO ARBITRATE FEE DISPUTES UNDER PART 137 OF THE RULES OF THE CHIEF ADMINISTRATOR OF THE COURTS (22 N.Y.C.R.R.).

6.3 WAIVER OF RIGHT TO RECEIVE PUNITIVE DAMAGES. YOU UNDERSTAND THAT BY ENTERING INTO THIS AGREEMENT, YOU AND THE FIRM ARE WAIVING, TO THE MAXIMUM EXTENT PERMITTED BY LAW, ANY RIGHT YOU OR THE FIRM HAVE TO AN AWARD OF PUNITIVE DAMAGES.

6.4 OTHER ARBITRATION SERVICE PROVIDERS. NOTHING HEREIN SHALL LIMIT THE RIGHT OF THE PARTIES TO STIPULATE AND AGREE TO CONDUCT THE ARBITRATION BEFORE AND PURSUANT TO THE THEN EXISTING RULES OF ANY OTHER AGREED-UPON ARBITRATION SERVICES PROVIDER.

7. Waiver of Potential Conflicts Between You and the Firm. The occasion might arise for us to consult with our own counsel – our General Counsel or other firm lawyers working with our General Counsel or with our own outside counsel – regarding our engagement for you. This will be done at our expense, of course. To the extent that we are addressing our own rights or responsibilities, a conflict of interest might be deemed to exist between the Firm and the DA as to such consultation or resulting communications, particularly if a dispute were to arise between the Firm and the DA regarding our work for the DA. A condition of this engagement is that, in such circumstances, the DA hereby consents to such consultation occurring, and waives any claim of conflict of interest based on such consultation or resulting communications and agrees that such communications are protected by our own attorney-client privilege from disclosure to anyone, including the DA.

8. Identity of the Client. The Firm's client for purposes of this engagement is only the person(s), entity or entities identified in the accompanying letter agreement. Unless expressly agreed, we are not undertaking the representation of any related or affiliated person, entity, or government agency or subdivision, nor any family member, parent corporation or entity, subsidiary, or affiliated corporation, entity, or government agency or subdivision, nor any of your or their officers, directors, agents, partners, employees, or representatives (collectively, "Related Entities"). We generally will not be precluded from representing other existing clients or future clients in legal matters relating or adverse to the Related Entities or any of them.

9. Insurance Matters. You should consider whether you have insurance coverage for any of the claims or liabilities arising out of our work for the DA. You have not retained us to provide advice about or represent you or any of your agents or affiliates concerning any such insurance coverage or notice of claims. Our work for a number of insurance companies might raise actual or potential conflicts

of interest, or "issue" conflicts, for us were we to address insurance coverage matters for you. Accordingly, we may not be able to provide advice or representation to you with respect to the issue of actual or potential claims for insurance coverage for liability or losses arising out of or related to our work for the DA (whether arising at the outset or during the course of our work for the DA) that you or any of your agents or affiliates may be entitled to assert under policies issued to any of these entities or other parties in interest. You should be aware that strategic decisions with respect to our work for the DA may affect insurance and coverage, and that coverage concerns may impact strategy, particularly in adversarial proceedings.

We recommend that you consult with other counsel concerning such matters, including any possible or actual claims or disputes against or with any insurer or other parties who may have applicable insurance. We are not undertaking to represent you in these insurance-related matters without a further express agreement to that effect in writing, after appropriate consideration of any potential conflict of interest issues.

10. Conflicts of Interest. To assist in avoiding representation of parties with conflicts of interest, we maintain a computerized conflict of interest index. The Firm will not represent any party with an interest that may be adverse to that of a person or entity included in the index without an examination to determine whether a conflict of interest would actually be created. To allow us to conduct a conflicts check, you represent that you have identified for us all persons and entities that are or may become involved in this matter, including all persons and entities that are affiliated with you and the other involved or potentially involved parties (such as parent corporations, subsidiaries and other affiliates, officers, directors and principals). You also agree that you will promptly notify us if you become aware of any other persons or entities that are or may become involved in this matter.

11. Consent to Electronic Communications. In order to maximize our efficiency, we intend to use state of the art communication devices to the fullest extent possible (e.g., e-mail, document transfer by computer, cellular telephones, facsimile transfers and such other devices which may develop in the future). The use of such devices under current technology may place your confidences and privileges at risk. However, we believe the efficiencies involved in the use of these devices outweigh the risk of accidental disclosure. By agreeing to these terms you consent to the use of these electronic communication devices.

12. Related Proceedings and Activities. If any claim is brought against the Firm or any of its personnel based on your negligence or misconduct, if we are asked to testify as a result of our representation of you, or if we must defend the confidentiality of your communications in any proceeding, you agree to pay us for any resulting costs, including for our time, calculated at the hourly rate for the particular individuals involved, even if our representation of you has ended.

13. Limitations on Liability.

13.1 General Limitation on Liability. You agree that the Firm shall not have any liability to you in connection with our representation of you except for liability for losses, claims, damages, liabilities or expenses incurred by you that result from our professional malpractice, gross negligence or willful misconduct.

13.2 Limited Liability Partnership. Gibson, Dunn & Crutcher LLP is a limited liability partnership. As a result, with certain possible limited exceptions, none of which may be applicable, the partners of the Firm are not liable or accountable, directly or indirectly, including by way of indemnification, contribution, assessment, or otherwise, for debts, obligations, or liabilities of or chargeable to the Firm or another partner in the Firm, whether arising in tort, contract, or otherwise, that are incurred, created, or assumed by the Firm, by reason of being a partner or acting in the conduct of the business or activities of the Firm.

13.3 Additional Rights. The provisions of this Section 15 are in addition to any rights that we may have at common law or otherwise, including but not limited to any right of contribution.

14. No Guarantee of Outcome. We do not and cannot guarantee the outcome in any matter. Our comments about the outcome of your matter are expressions of opinion only.

15. Document Retention and Destruction. In the course of our representation of you, we are likely to come into possession of copies or originals of documents or other materials belonging to you or others (collectively, "materials"). Once the particular matter to which those materials relate has been concluded, we will make arrangements either to return the documents to you, retain them in our storage facilities or to dispose of the materials. In the absence of any other arrangements made with you, the Firm's records retention policy provides that upon the expiration of seven years after a matter has been closed, all materials in the file may be destroyed or discarded without notice to you, although we will use commercially reasonable efforts to provide notice to you 90 days in advance. Accordingly, if there are any documents or other materials you wish to have retrieved from your file at the conclusion of a matter, it will be necessary for you to advise us of that request to insure that they are not destroyed.

The Firm's files pertaining to the matter will not be delivered to you. You agree that the Firm's files include, for example, Firm administrative records, time and expense reports, personnel and staffing materials, and credit and accounting records, as well as internal lawyers work product (such as drafts, notes, internal memoranda, and legal and factual research, including investigative reports and mental impressions prepared by us for our internal use). You agree that the Firm's files remain our property and for various reasons, including the minimization of unnecessary storage expenses, or for no reason, we may destroy or otherwise dispose of the Firm's files within a reasonable time after the conclusion of the matter.

16. Application to Subsequent Matters. The agreement reflected in these Terms of Retention, and in the accompanying letter, applies to our present representation of you and to any subsequent matters which we agree to undertake on your behalf, unless we agree in writing to some different arrangement.

You also agree to pay the Firm on the same basis as set forth above, the Firm's fees, charges and expenses incurred in responding to subpoenas, in testifying (and preparing testimony) by deposition or otherwise, and otherwise responding with respect to claims or demands relating to or arising out of the matters in which we have represented or are representing you, whether or not related to our services and whether or not we are then representing you.

17. Use of the Firm's Name. You agree that you will not use the Firm's name for purposes of any marketing or publicity. Specifically, you agree that without prior express written consent from the Firm, you will not use the Firm's name in any press release, notice, website or any other marketing material.

18. Entire Agreement. These Terms of Retention and the accompanying letter agreement supersede all other prior and contemporaneous written and oral agreements and understandings between us and contain the entire agreement between the parties. This agreement may be modified only by subsequent written agreement of the parties. You acknowledge that no promises have been made to you other than those stated in this agreement, and that no additional terms, disclosures, or submissions, whether statutory, rule-based, or otherwise, apply to our representation of you or are otherwise required in connection with the services contemplated hereunder.

19. Applicable Law. This agreement shall be governed by the internal law, and not the law pertaining to choice or conflict of laws, of the State of New York.

20. Compliance With Section 307 of the Rules of the Securities and Exchange Commission. The Firm has adopted policies relating to compliance with the rules adopted pursuant to the Sarbanes-Oxley Act, and will provide a copy of these policies to you upon request.

21. Severability. If any section or portion of these terms is determined by any court or arbitrator to be illegal or invalid, the validity of the remaining terms shall not be affected therein and said illegal or invalid term shall be deemed not to be a part of this Agreement.

**STANDARD WRITTEN INSTRUCTIONS AND PROCEDURES
TO CLIENTS FOR THE RESOLUTION OF FEE DISPUTES PURSUANT
TO PART 137 OF THE RULES OF THE CHIEF ADMINISTRATOR**

Part 137 of the Rules of the Chief Administrator of the Courts provides a procedure for the arbitration (and in some cases mediation) of fee disputes between attorneys and clients in civil matters. Your attorney can provide you with a copy of Part 137 upon request or you can download a copy at <http://www.nycourts.gov/admin/feedispute>. Fee disputes may involve both fees that you have already paid to your attorney and fees that your attorney claims are owed by you. If you elect to resolve your dispute by arbitration, your attorney is required to participate. Furthermore, the arbitration will be final and binding on both your attorney and you, unless either of you seeks a trial de novo within 30 days, which means either of you reject the arbitrator's decision by commencing an action on the merits of the fee dispute in a court of law within 30 days after the arbitrator's decision has been mailed. Fees disputes which may not be resolved under this procedure are described in Part 137.1 of the Rules of Chief Administrator of the Courts: representation in criminal matters; amounts in dispute involving a sum of less than \$1000 or more than \$50,000 unless the parties consent; and claims involving substantial legal questions, including professional malpractice or misconduct. Please consult Part 137.1 for additional exclusions.

Your attorney may not bring an action in court to obtain payment of a fee unless he or she first has provided written notice to you of your right to elect to resolve the dispute by arbitration under Part 137. If your attorney provides you with this notice, he or she must provide you with a copy of the written instructions and procedures of the approved local bar association-sponsored fee dispute resolution program ("Local Program") having jurisdiction over your dispute. Your

attorney must also provide you with the “Request for Fee Arbitration” form and advise that you must file the Request for Fee Arbitration with the local program within 30 days of the receipt of the notice. If you do not file the Request within those 30 days, you will not be permitted to compel your attorney to resolve the dispute by arbitration, and your attorney will be free to bring a lawsuit in court to seek to obtain payment of the fee.

In order to elect to resolve a fee dispute by arbitration, you must file the attached “Request for Fee Arbitration” with the approved local program. An updated list of local programs is available at <http://www.nycourts.gov/admin/feedispute> or by calling 877-FEES 137 (877- 333-7137).

Filing of the Request for Fee Arbitration must be made with the appropriate local program for the county in which the majority of legal services were performed. Once you file the Request for Fee Arbitration, the local program will mail a copy of the request to your attorney, who must provide a response within 15 days of the mailing. You will receive at least 15 days notice in writing of the time and place of the hearing and of the identity of the arbitrator(s). The arbitrator(s) decision will be issued no later than 30 days after the date of the hearing. You may represent yourself at the hearing, or you may appear with an attorney if you wish.

Some local programs may offer mediation services in addition to arbitration. Mediation is a process by which those who have a fee dispute meet with the assistance of a trained mediator to clarify issues and explore options for a mutually acceptable resolution. Mediation provides the opportunity for your attorney and you to discuss your concerns without relinquishing control over the outcome and of achieving a result satisfactory to both of you. Participation in mediation is voluntary for your attorney and you, and it does not waive any of your rights to arbitration under these rules. If you wish to attempt to resolve your dispute through mediation, you may indicate your wish on the Request for Fee Arbitration form.

More information, including an updated list of local programs, is available at:
<http://www.nycourts.gov/admin/feedispute> or by calling (877) FEES 137.