



April 28, 2016

**CONFIDENTIAL ATTORNEY-CLIENT COMMUNICATION
PRIVILEGE ASSERTED**

S. Craig Brown
City Attorney
Office of the City Attorney
P.O. Box 911
Charlottesville, VA 22902

Re: Engagement of LeClairRyan, A Professional Corporation

Dear Craig:

The purpose of this letter is to confirm the terms of the engagement of LeClairRyan, A Professional Corporation ("LeClairRyan" or the "Firm"), to represent you in connection with City of Charlottesville v. Charlottesville Parking Center, Inc.

Tom Wolfe will be the attorney in charge of your work and your primary contact. You should always feel free to call me on any matter.

Tom will keep you informed of the progress of your work, but should you have any questions or suggestions, please call me at my office at 804-783-7512.

The attorney-client relationship contemplated by this agreement will be considered terminated when we have completed the services that you have retained us to perform. If you later retain us to perform additional services, our attorney-client relationship may be revived by mutual agreement subject to these terms of this engagement, as they may be supplemented or modified at that time.

We will act on your behalf to the best of our ability. Any expressions on our part concerning the potential outcome of your legal matters are expressions of our best professional judgment, but are not guarantees. Our opinions are necessarily limited by our knowledge of the facts and are based on the state of the law at the time they are expressed.

E-mail: joan.mckenna@leclairryan.com
Direct Phone: 804.783.7512
Direct Fax: 804.916.7276

919 E. Main Street, Twenty-Fourth Floor
Richmond, Virginia 23219
Phone: 804.783.2003 \ Fax: 804.783.2294

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ATTORNEYS AT LAW \ WWW.LECLAIRRYAN.COM

Conflicts of Interest

It is possible that in the future some of our present or future clients may have disputes with you on unrelated matters.

Redacted
Attorney-Client Privilege

Hourly Fee Arrangement

For services rendered under this agreement, LeClairRyan will provide monthly statements based upon our time and efforts expended. We will bill you for representation for services rendered at hourly rates based on the experience of the attorney assigned to a particular issue or matter and the complexity and urgency of the matter at hand.

Redacted
Attorney-Client Privilege

In addition to our fees, our monthly statements will set forth expenses incurred and costs advanced by our Firm on your behalf for which you will be responsible.

Redacted
Attorney-Client Privilege

Termination of Services by You

This agreement may be canceled by written notification to the undersigned attorney at any time. If LeClairRyan has performed services, reasonably advanced (or agreed to advance) funds, or incurred (or agreed to incur) costs in representation of your interests prior to its receipt of such notification, LeClairRyan is entitled to be paid and reimbursed for such services, advances, and costs.

Withdrawal

LeClairRyan may withdraw from representation, and you agree to execute such documents to permit such withdrawal, if necessary, whenever LeClairRyan determines in its sole opinion that it cannot continue effective representation for any just reason as permitted by the applicable Rules of Professional Conduct and rules of court, including, without limitation, your failure to pay any invoice for services rendered and expenses incurred within 30 days after presentment of such invoice or misrepresentation of, or failure to disclose, material facts to LeClairRyan. You shall not be responsible for any costs and expenses incurred by LeClairRyan after the date of its withdrawal or for attorneys' fees for work performed by LeClairRyan after the date of its withdrawal.

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If the foregoing is satisfactory to you, please sign the enclosed copy of this letter and return it to me. This will evidence your engagement of LeClairRyan on the terms and conditions set forth in this letter.

We endeavor at all times to provide helpful and cost effective services. To this end, we urge you to speak freely with us regarding your goals and concerns, as they may change from time to time. We look forward to working with you on this matter and appreciate the opportunity to assist you.

Very truly yours,

LeCLAIRRYAN
A Professional Corporation

By. 
Joan C. McKenna

ACCEPTED AND AGREED:

By: S. Craig Brown
S. Craig Brown