

Max B. Walton  
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REPLY TO 267 East Main Street  
Newark, DE 19711

July 16, 2015

**Via Electronic Mail**

Fort DuPont Redevelopment and Preservation Corporation  
c/o Jeffrey D. Randol  
178 Newcastle Ave.  
Delaware City, DE 19706

**Re: Representation by Connolly Gallagher LLP as Counsel for  
the Fort DuPont Redevelopment & Preservation  
Corporation**

Dear Jeff:

We are very excited to be selected as counsel for the Fort DuPont Redevelopment and Preservation Corporation ("Corporation"). I am writing to confirm the terms under which Connolly Gallagher LLP ("CG") undertakes representation of the Corporation.

Regarding our retention, CG's billing policy is to bill periodically (probably monthly) for disbursements and services performed. All invoices will be sent to the Corporation to your attention unless you direct otherwise, and we anticipate that all invoices will be paid promptly (i.e., within 30 days of receipt of invoice).

Charges for attorney time and paralegal time will be based on hourly rates. We will bill the Corporation at the hourly rates as set forth in CG's response to the Corporation's Request for Proposal ("RFP"). The rates are subject to change from time to time, and generally are slightly increased on the first of each year. The current hourly rates for our attorneys vary, depending on experience, expertise, and other factors.



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The Corporation agrees that if the terms of this Agreement are not met, or if the ethical or practical circumstances so require, CG may withdraw from the representation, or move to withdraw if necessary, in which case the Corporation will not oppose such withdraw. Upon such withdraw and/or the granting of any such motion to withdraw by a Court, CG would be relieved of any further obligations on the Corporation's behalf.

CG will not request that the Corporation provide a retainer at this time. In the future, however, a retainer may be necessary for continued legal services. In the event that CG requires one, any retainer deposit that we receive is refundable if not earned; fees will not be considered earned except in accordance with our hourly rates for services rendered, as described above. We will review the amount of the retainer from time to time to ensure that it remains at a level which we deem appropriate in view of the activity in the case. If the Corporation or we should terminate our representation, or if there is a balance in the retainer account at the conclusion of the case, any portion of a deposit that remains unused for fees and expenses will be refunded. As to any charges in excess of the amount then on deposit, payment would be due immediately upon submission of our invoice to the Corporation.

If the above-mentioned arrangements meet with your approval, please confirm that approval by signing this letter below. Should you or the Corporation have any questions regarding the foregoing, please do not hesitate to contact me. We are proud to be selected to act as counsel for the Corporation, and we are very much looking forward to getting started.

Very truly yours, <sup>^</sup>  
Original on File

Max B. Walton  
Connolly Gallagher LLP

MBW/sld

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APPROVED AND AGREED:

**FORT DUPONT REDEVELOPMENT & PRESERVATION  
CORPORATION**

Original on File

By:

Name:

JEFFREY D RANDOL  
EXECUTIVE DIRECTOR

Dated:

JULY 16, 2015